

LEASE AGREEMENT

by and between

United States Judo Federation, Inc. Endowment Fund

as Landlord

and

United States Judo Federation, Inc.

as Tenant.

Dated

_____, 2023

441 SE 2nd Avenue

Ontario, OR 97914

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is dated as of the date set forth on the cover sheet for purpose of reference only and is made by and between Landlord and Tenant who are each defined and identified in the Schedule of Terms.

RECITALS

A. United States Judo Federation, Inc. Endowment Fund (“Landlord”) is the owner of that certain real property located at 441 SE 2nd Avenue, Ontario, OR 97914 (“Property”). United States Judo Federation, Inc. will be the tenant at the Property (“Tenant”).

B. Tenant now desires to lease the Property from Landlord, and Landlord now desires to lease the Property to Tenant, on the terms and conditions set forth in this Lease.

SCHEDULE OF TERMS

The provisions set forth in the following schedule (“Schedule of Terms”) are a part of the Lease between Landlord and Tenant, and are subject to the terms, covenants and conditions of the Lease which are set forth hereinafter. Each reference in the Lease to any of the provisions contained in the Schedule of Terms shall be construed to incorporate all of the terms provided under each such provision to the extent the context shall so require. In the event of any conflict between the provisions contained in the Schedule of Terms and the balance of the Lease, the latter shall control.

Landlord:	United States Judo Federation, Inc. Endowment Fund
Landlord’s Address:	441 SE 2nd Avenue, Ontario, OR 97914
Tenant:	United States Judo Federation, Inc.
Tenant’s Address:	441 SE 2nd Avenue, Ontario, OR 97914
Leased Property:	441 SE 2nd Avenue, Ontario, OR 97914
Use:	Using the Property as the business address and national office of the United State Judo Federation, Inc..
Term:	A period of fifteen (15) years beginning on the Commencement Date (the “Initial Term”), with the option to extend the term for additional Terms (the “Option Term”) (See Article 2).
Commencement Date:	[insert date]
Expiration Date:	October 1, 2038, subject to extension (see Article 2)
Base Rent:	\$100.00 per month

Escalation: None.
Brokers: None.
Security Deposit: None.

1. PROPERTY

1.1 Lease of Property. Landlord hereby leases to Tenant and Tenant leases from Landlord, for the Term, the Property, together with any and all other rights, easements, and appurtenances pertaining to the Property as such rights, easements and appurtenances exist of record in documents recorded with respect to the Property in the Office of the County Recorder of Malheur County, Oregon.

1.2 As Is. The Property is being leased “AS IS,” with Tenant accepting all defects, if any; and Landlord makes no warranty of any kind, express or implied, with respect to the Property (without limitation, Landlord makes no warranty as the habitability, fitness or suitability of the Property for a particular purpose nor to the absence of any Hazardous Materials (defined in Article 9)). The Tenant acknowledges that it has been given the opportunity to inspect the Property and to have qualified experts inspect the Property prior to the execution of this Lease.

1.3 Peaceful Enjoyment. Landlord warrants that it has the right to lease the Property and that Tenant shall, subject to the terms and conditions of this Lease, peacefully have, hold and enjoy the Property, provided that Tenant pays the rent and performs all of the Tenant’s covenants and agreements herein contained.

2. DELIVERY OF POSSESSION AND TERM

2.1 Delivery of Possession. Landlord shall deliver possession of the Property to Tenant on the Commencement Date.

2.2 Term. The term of this Lease (the “Term”) is for the period set forth in the Schedule of Terms, commencing on the “Commencement Date,” stated in the Schedule of Terms and expiring on the “Expiration Date” stated in the Schedule of Terms.

2.3 Tenant’s Option to Extend Term of Lease. Landlord hereby grants to Tenant the options to extend this Lease at least one (1) additional Term under the same terms as set forth herein.

2.4 Acceptance of Property. The Tenant has had the opportunity to inspect the Property, and upon Tenant taking possession thereof the Property shall be conclusively deemed accepted by Tenant as in good condition and repair.

3. RENT

3.1 Monthly Rent.

A. **Base Rent.** Tenant agrees to pay Landlord, at such place as Landlord shall from time to time designate by notice to Tenant, monthly base rent (“Monthly Rent”).

B. Except as expressly provided above, Monthly Rent shall be paid without notice, in monthly installments on the first (1st) day of each and every calendar month during the Term, and pro rata for the fractional portion of any month.

3.2 Rent; No Offset; Manner of Payment. The term “Rent” shall mean Monthly Rent plus all other additional rent, other amounts and charges of any kind due from Tenant to Landlord hereunder, all and each of which are Rent under this Lease, however otherwise referred to herein. Tenant shall pay all Rent, taxes, costs, expenses and other payments which Tenant in any provision of this Lease assumes or agrees to pay, abatement, deduction or set off, irrespective of any dispute which may arise between Landlord and Tenant. All such payments shall be in lawful money of the United States of America and in immediately available funds. If (i) more than one check from Tenant to Landlord is returned or not honored by the bank on which it is drawn or (ii) more than one Event of Default occurs, then, at any time thereafter Landlord shall have the right, in Landlord’s sole discretion, to require that Tenant make any or all subsequent payments due hereunder by cashier’s check.

3.3 Late Charge. Tenant acknowledges that late payment by Tenant to Landlord of Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which are extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any encumbrance and note secured by any encumbrance covering the Property. Therefore, if any installment of Rent due from Tenant is not received by Landlord within fifteen (15) days of the date when payment is due, Tenant shall pay to Landlord an additional sum of One hundred ninety-nine and 00/100 Dollars (\$199.00). If any installment of Rent due from Tenant is received between sixteen (16) and thirty (30) days of when the payment is due, Tenant shall pay to Landlord an additional sum of one hundred ninety-nine and 00/100 Dollars (\$199.00). The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant’s default with respect to the overdue amount, or prevent Landlord from exercising any of the other rights and remedies available to Landlord. Tenant shall further pay to Landlord the sum of Seventy-five Dollars (\$75) for any check from Tenant to Landlord which is returned or not honored by the bank on which it is drawn, which sum the parties agree is a fair and reasonable estimate of the cost to Landlord of handling such returned or dishonored check.

4. TAXES AND ASSESSMENTS

4.1 Real and Personal Property. Tenant shall be responsible for, as additional rent hereunder, all real and personal property taxes, general and special assessments, and other charges of every description levied on or assessed against the Property, all improvements located on the Property from time to time (“Improvements”), personal property located on or in the Property or Improvements, the leasehold estate, or any leasehold estate, to the full extent accruing during the Term, whether belonging to or chargeable against Landlord or Tenant or a third party. Tenant shall (i) for such charges made directly by the charging authority to Landlord, reimburse Landlord therefor within fifteen (15) days of Tenant’s receipt of Landlord’s invoice therefor, or (ii) if charged directly by the charging authority, make all such payments direct to the charging authority at least thirty (30) days before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment. All payments of taxes or assessments or both shall be prorated for the initial Lease year and for the year in which this Lease terminates.

4.2 Exemptions. Tenant’s obligation to pay taxes or assessments levied or charged against the Property or improvements or against specified personal property shall not include the following, whatever they may be called: taxes levied or assessed against Landlord by federal, state, or other governmental agency; estate, succession, inheritance, or transfer taxes or lessor; or corporation, franchise, or profits taxes imposed on the owner of the fee title of the Property. If, however, during the term, taxes are imposed, assessed, or levied on the rents derived from the Property or the collection thereof in lieu of all or any part of real property taxes, personal property taxes, or real and personal property taxes that Tenant would have been obligated to pay under the foregoing provisions, and the purpose of the new taxes is more closely akin to that of an ad valorem or use tax than to an income or franchise tax on Landlord’s income, Tenant shall pay the taxes as provided above for property taxes and assessments.

5. UTILITIES

5.1 Utilities. Tenant shall pay directly for all utilities furnished to the Property, specifically including (without limitation) gas and electricity, water, sewer and telephone service. Tenant may be required to register one or more utilities in the name of Tenant and pay all costs and charges in connection with such service directly to the utility provider before delinquency.

6. ALTERATIONS

6.1 Landlord Consent. Tenant may make alterations and additions to the Property only if Tenant has first obtained Landlord’s written consent, which may be given or withheld in Landlord’s reasonable discretion. With respect to such alterations, before beginning such work Tenant shall submit to Landlord, and obtain Landlord’s approval of, plans and specifications for the alterations, not to be unreasonably withheld.

6.2 Contractor Requirements. Tenant shall make all alterations at Tenant's expense using only contractors or mechanics approved to perform such work in the State of Oregon. Each such contractor or mechanic shall have in effect and maintain insurance satisfactory to Landlord, which names Landlord as an additional insured and requires ten (10) days prior written notice to Landlord before any change in or cancellation of coverage becomes effective.

6.3 Construction. All alterations pursuant to this section shall be performed, installed and completed with due diligence, in a good quality workmanlike manner, and in compliance with all applicable laws. The performance of the alterations shall be done in a manner that will cause the Improvements to have at all times a finished, first class appearance with all Improvements as a completed unit, except to the extent otherwise reasonably necessary during the period of construction of the alterations.

6.4 Permits; Expenses. Tenant shall procure all necessary permits before making any repairs, alterations, other improvements or installations. Tenant shall pay promptly when due the entire cost of any work done by it on the Property so that the Property at all times shall be free of liens for labor and materials. Tenant shall save harmless and indemnify Landlord from and against any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work by Tenant or its employees, agents or contractors.

6.5 Lien Waivers and Indemnity. Tenant shall obtain executed lien waivers for all work performed by or materials received from mechanics or materialmen with respect to any alterations made to the Property by Tenant and shall provide copies thereof to Landlord promptly following completion of the work, or shall pay off or bond against any such lien to Landlord's reasonable satisfaction. Tenant shall indemnify and protect Landlord against any lien.

6.6 Notice of Construction. Tenant shall give Landlord ten (10) days prior notice of the commencement of construction of all alterations so that Landlord may post notices of non-responsibility.

6.7 Part of Realty. Any improvements, additions to or alterations of the Property or the Improvements, which shall exclude movable furniture and equipment and trade fixtures installed or placed on the Property by or for Tenant, including, without limitation, equipment installed at the outset of this Lease ("Tenant's FF&E"), shall become at once a part of the Improvements and be treated the same in all respects as the existing Improvements. Landlord hereby reserves the right to require Tenant at the end of the Term to remove all alterations, additions, and improvements made by Tenant, and restore the Property to the same condition (except for reasonable wear and tear) which existed prior to the installation of any alterations, additions or improvements. Notwithstanding the provisions of the preceding sentence, for any alteration, addition or improvement for which Tenant obtains Landlord's prior, written consent in accordance with the provisions of this Article 6, Landlord shall, upon Tenant's explicit written request for same, provide written notice to Tenant of those portions of the alterations, additions or improvements which Landlord will require to be removed upon the completion of the Term and Tenant shall only be required to remove those portions of such alterations, additions or improvements.

6.8 Signs. Tenant shall have the right to install signage on the outside of the Property and other suitable locations on the Property. All signage must be in compliance with governmental ordinances.

7. MAINTENANCE

7.1 Repair and Maintenance.

A. Landlord agrees to maintain and repair the Property in good order and condition, except for repairs required by fire or other casualty (which are governed by Article 11), and repairs required of Tenant under this Lease. Tenant shall reimburse Landlord for all costs incurred by Landlord for repair, maintenance and replacement of the Property. Landlord shall have no obligation to maintain or repair any portion of the Property except as otherwise expressly provided in this Lease.

B. Notwithstanding the foregoing, in the event that an item of repair or replacement is anticipated to cost in excess of Five Thousand Dollars (\$5,000), Landlord agrees to obtain Tenant's approval prior to incurring such cost. In the event Tenant does not approve such cost, Landlord shall have no obligation to make such repair or replacement, and Tenant shall release Landlord from any liability in connection therewith.

7.2 Waiver. To the extent such matters are covered in this Lease, Tenant hereby waives any and all statutes, laws or ordinances, now or hereinafter enacted, permitting Tenant to terminate the Lease by reason of the condition of the Property or to make repairs and deduct the expenses of such repairs from Rent.

7.3 Responsibility for Own Acts. Notwithstanding the allocation of maintenance responsibilities in this Article 7, or any other provision of this Lease, Tenant shall be solely responsible for any damage to or repair of the Property or the Improvements which is caused by the act or omission of Tenant or any agent, contractor, employee or authorized representative thereof and Landlord shall be solely responsible for any damage to or repair of the Property which is caused by the act or omission of Landlord or any agent, contractor, employee or authorized representative thereof.

8. INDEMNITY AND INSURANCE

8.1 Indemnification.

A. Tenant shall indemnify, protect and defend Landlord against, and hold Landlord harmless from, any and all claims, demands, actions, damages, liability and expense, including, without limitation, all attorneys' fees and costs of defense (i) in connection with or for loss of or damage to property or injury or death to any person from any cause whatsoever while in or upon the Property, (ii) arising from or out of any occurrence in, upon or at the Property, (iii) arising from or in connection with the occupancy or use by Tenant of the Property or any part thereof, (iv) arising from or in connection with the business conducted by Tenant in the Property, (v) occasioned wholly or in part by any act or omission of Tenant or its agents, contractors,

employees, licensees or concessionaires, or (vi) arising from, in connection with, or as a result of any failure by Tenant to perform any covenant or warranty of this Lease or any breach or default under this Lease by Tenant.

B. Tenant shall pay and discharge any mechanic's, materialman's or other liens against the Property claimed in respect to labor, services, materials, supplies, or equipment furnished or alleged to have been furnished to or upon the request of Tenant or in respect to any actual or alleged obligation of or claim or demand against Tenant. Tenant shall cause the release of record of any such lien within fifteen (15) days following receipt of notice of such lien, by payment or posting of a proper bond.

8.2 Tenant's Insurance Obligations. At all times during the Term, Tenant shall maintain in full force and effect (i) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate, covering bodily injury, property damage and personal and advertising injury and including, but not limited to, coverage for, Property and operations, and contractual liability (including tort liability of another party and Tenant's liability; and (ii) property insurance covering (A) the replacement cost of all alterations, additions and improvements installed in the Property by or on behalf of a Tenant or a related party, and (B) the replacement cost of all of Tenant's personal property in the Property, and including, without limitation, coverage for vandalism, malicious mischief, sprinkler leakage and earthquake sprinkler leakage, in an amount equal to 100% of the full insurable value thereof (without deduction for depreciation). Such policies shall (A) name Landlord, Landlord's agents, the fee owners of the Property (those present owners being listed in the Recitals to this Lease) and their respective affiliates, as additional insureds, (B) be issued by an insurance company licensed to do business in the State of Oregon, and otherwise acceptable to Landlord, (C) provide that such insurance may not be canceled unless thirty (30) days' prior written notice is first given to Landlord, (D) Certificates of Insurance be delivered to Landlord by Tenant before the Commencement Date and at least thirty (30) days before each renewal thereof, and (E) provide primary coverage to Landlord when any policy issued to Landlord is similar or duplicate in coverage, in which case Landlord's policy shall be excess over Tenant's policies.

8.3 Landlord's Right to Insure and Landlord's Insurance.

A. If Tenant shall fail to procure and maintain any insurance coverage required of Tenant under Section 8.2, as evidenced by the failure of Tenant to provide to Landlord any required certificate evidencing coverage within ten (10) days following notice from Landlord of such failure, Landlord shall have the option, in Landlord's absolute discretion, to procure such insurance coverage on Tenant's behalf. Tenant shall pay to Landlord, on demand the cost of any coverage obtained by Landlord under this Section 8.3.

B. Tenant agrees to pay to Landlord, within fifteen (15) days of Tenant's receipt of Landlord's invoice therefore, all of Landlord's costs of insurance in connection with the Property. In the event Landlord procures or maintains such coverage under a policy or policies covering other property in addition to the Property, Landlord shall make an equitable allocation of the cost of such insurance as it relates to the Property and shall not charge Tenant in excess of such amounts.

8.4 Liability Insurance Increase. Not more frequently than each three (3) years, Landlord may require the liability limits on the commercial general liability policy of insurance maintained by Tenant may be required to be increased if such increase is consistent with reasonable business judgment.

8.5 Waiver of Subrogation. Landlord and Tenant hereby release each other from, and waive their rights of recovery against the other with respect to, loss or damage arising out of or incident to any peril of the type to be covered by the insurance carried under this Lease whether due to the negligence of Landlord or Tenant or their agents, employees, contractors, or invitees, or any other cause. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy.

9. USE

9.1 Permitted Uses. Tenant shall use and occupy the Property at all times solely for the purposes identified as Permitted Use in the Schedule of Terms.

9.2 Insurance Prohibition. Tenant shall not make or permit any use of the Property or act therein which will increase the existing rate of insurance on any portion of the Property or cause the cancellation of any insurance policy covering any portion of the Property. If any act by Tenant or use of the Property made or permitted by Tenant shall directly cause any cost increase for Landlord's insurance, such additional expense shall be paid by Tenant to Landlord upon demand as additional rent. Tenant shall not permit to be kept or used in or about the Property any article which may be prohibited by any of Landlord's insurance policies.

9.3 Governmental Regulations. Tenant shall comply in all material respects, at Tenant's sole cost and expense, with all rules, regulations, ordinances, statutes and laws of all county, municipal, state, federal and other governmental authorities, now or hereafter in effect pertaining to the Property, or Tenant's use thereof.

9.4 Waste or Nuisance. Tenant shall not commit or suffer to be committed any illegal waste upon the Property, or any illegal public or private nuisance, or any other act or thing which may disturb the quiet enjoyment of any other tenant in the Property in violation of such tenant's legal rights. Tenant shall keep the Property clean and free from rubbish and dirt. Tenant shall store within the Property all trash and garbage and shall regularly dispose of such trash and garbage. Tenant shall not burn any trash or garbage of any kind in or about the Property or Property and shall not use or permit the use of any portion of the Property for any unlawful purpose or purposes.

9.5 Hazardous Materials.

A. Tenant shall not at any time during the term of this Lease, use, generate, store or dispose of, on, under or about the Property any Hazardous Materials, except cleaning supplies and other materials reasonably necessary to the conduct of tenant's business and in keeping with customary industry practices and in all instances in strict compliance with all applicable law.

B. The term “Hazardous Materials” shall mean those substances (i) defined as “hazardous substances,” “hazardous materials,” “toxic substances,” “hazardous wastes,” “extremely hazardous wastes” or “restricted hazardous wastes;” (ii) stated to be known to cause cancer or reproductive toxicity; or (iii) defined in similar terms as matters which are hazardous to the environment under (a) the laws of the United States, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. section 1801 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. section 1317 et seq., and the Toxic Substances Control Act, 15 U.S.C. section 2601 et seq.; (b) the laws of the State of Oregon as they may be amended from time to time.

C. Tenant, at Tenant’s sole cost and expense, shall comply with all rules, regulations, ordinances, statutes and laws of all county, municipal, state, federal and other governmental authorities now or hereafter in effect pertaining to any Hazardous Materials which are used, generated, stored or disposed on, under or about the Property by Tenant, its employees, agents, contractors, suppliers, customers or other invitees, or under the control of or at the direction of Tenant. Without limiting the generality of the foregoing, Tenant shall be required to report, or cause to be reported, any Hazardous Materials release to the authorities in a timely fashion.

D. Tenant shall indemnify, defend, and hold Landlord harmless from and against all claims, demands, actions, damages, liability, and expense including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage or disposal of Hazardous Materials, including, without limitation, the cost of any required or necessary repair, clean-up or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the use, generation, storage or disposal of Hazardous Materials on the Property (including, without limitation, Hazardous Materials which are being transported to or from the Property by Tenant’s agents, employees, contractors, suppliers, customers or other invitees but excluding Hazardous Materials which are being transported to or from the Property, or used on the Property, by Landlord or Landlord’s agents, employees, contractors or suppliers) at any time during the term of this Lease. This indemnification shall not apply to any Hazardous Materials contamination of the Property resulting from the migration of such Hazardous Materials from another property so long as Tenant did not cause, directly or indirectly, the contamination.

9.6 Landlord Compliance Information. Tenant shall supply to Landlord all information which Landlord shall reasonably request to enable Landlord to comply with all applicable federal, state and local laws and regulations including, without limitation such laws and regulations as relate to Hazardous Materials.

10. ASSIGNMENT AND SUBLETTING

10.1 With Landlord’s Consent.

A. Tenant (including without limitation any subsequent assignee or subtenant) shall not, either voluntarily or by operation of law, assign, mortgage, hypothecate or encumber this Lease, or any interest in this Lease, permit the use of the Property by any person or persons other

than Tenant, or sublet the Property or any part of the Property (each, a “Transfer”) without the prior written consent of Landlord which shall not be unreasonably withheld or delayed. Landlord’s consent to one assignment or subletting shall not constitute a waiver of the necessity for such consent to a subsequent assignee or subtenant. Landlord’s acceptance of rent or any other payment in the nature of rent from Tenant’s assignee or subtenant shall not constitute or be construed as Landlord’s consent to such assignment or subletting. No lease or assignment by Tenant nor any consent by Landlord thereto shall relieve Tenant of any obligation to be performed by Tenant under this Lease.

B. Tenant shall provide Landlord such additional information concerning a proposed assignee or sublessee, and the proposed assignment or lease, as Landlord may reasonably request. Tenant acknowledges and agrees that it shall not be unreasonable for Landlord to withhold its consent to a proposed assignment or subletting if, without limitation, Tenant has not demonstrated to Landlord’s satisfaction that the proposed use of the Property from the assignment or lease will be consistent with the Permitted Uses hereunder.

C. Should this Lease be assigned, or should the Property or any part thereof be sublet or occupied by any person or persons other than the original Tenant hereunder, Landlord may collect rent from the assignee, sublessee or occupant and apply the net amount collected to the rent herein reserved, but no such assignment, subleasing, occupancy or collection of rent shall be deemed a waiver of any term of this Lease, nor shall it be deemed acceptance of the assignee, sublessee or occupant as a tenant, or a release of Tenant from the full performance by Tenant of all the terms, conditions and covenants of this Lease.

D. Tenant agrees to provide a true and correct copy of this Lease (including all attachments) to any Transferee.

10.2 Effect of Violation. Any assignment, lease or other unauthorized use of the Property without Landlord’s consent shall be voidable by Landlord and shall constitute an Event of Default.

11. DAMAGE AND REPAIR

11.1 Election to Reconstruct. If there is damage or destruction to the Improvements by any casualty then Landlord may, but shall have no obligation to, elect to repair, reconstruct or restore the Improvements after any such damage or destruction thereto, by giving notice of such election in writing to Tenant within thirty (30) days after the occurrence of the event causing the damage or destruction. If Landlord elects to repair, reconstruct or restore in accordance with this section, this Lease shall continue in full force and effect and Landlord shall proceed with due diligence to complete the repair, reconstruction or restoration so far as practicable and allowed by applicable law. If Landlord elects not to repair, reconstruct or restore the Improvements after any such damage or destruction, Landlord shall have the right to terminate this Lease by written notice to Tenant given within thirty (30) days after the occurrence of the event causing the damage or destruction. If Landlord shall not elect to terminate this Lease as aforesaid, this Lease shall remain in full force and effect; provided, however, that if (i) the damage or destruction of the Improvements is such that in Landlord’s reasonable judgment the Property have been rendered untenable by Tenant and Landlord has not elected to repair, reconstruct or restore, or (ii) if in

Landlord's reasonable judgment the repairs cannot be completed within one hundred and eighty (180) days following the occurrence of the event causing the damage or destruction, or (iii) if such repairs have not in fact been completed within one hundred and eighty (180) days following the occurrence of the event causing the damage or destruction, Tenant shall have the right to terminate this Lease by written notice to Landlord given within thirty (30) days following request therefore from Landlord. If this Lease shall be terminated as provided herein, all amounts paid or payable by Tenant to Landlord shall, where applicable, be prorated between Landlord and Tenant as of the date of such damage or destruction; provided, that if Tenant remains open for business following the date of such damage or destruction this Lease shall continue in effect until the date actual notice of termination is given as provided herein and all amounts hereunder shall be prorated as of the date of such notice. The parties agree to promptly mediate any disputes that arise under this Section 11.1.

11.2 Tenant's Obligations. If Landlord elects under this Article 11 to repair, reconstruct or restore the Property after any damage or destruction thereto, Tenant shall, at its own expense, as soon as reasonably practicable replace or fully repair, reconstruct or restore its fixtures, improvements, furniture, equipment, signs and all other property to the condition existing immediately prior to the damage or destruction, to the extent practicable and permitted by applicable law, and, if Tenant has closed Tenant shall promptly reopen for business.

11.3 Insurance Proceeds. Tenant shall have no interest in or any claim to any portion of the proceeds of any insurance maintained by Landlord on the Property or any part thereof.

11.4 Abatement of Rent. If damage to the Property or repair or rebuilding of the Property after such damage renders the Property untenantable in whole or in part, and Landlord repairs such damage pursuant to the provisions of this Article 11, then a proportionate abatement of the Monthly Rent shall be allowed from the date on which such damage occurs until the date the damage is repaired by Landlord under Section 11.1. The proportionate abatement shall be computed on the basis of the relation which the gross square foot area of space rendered untenantable bears to the total square footage of the occupied buildings. Tenant shall continue the operation of its business on the Property during any period during which the Property are damaged, to the extent reasonably practicable.

11.5 Waiver. This Article 11 is intended to control the rights of the parties in the circumstances covered hereunder. Tenant hereby waives any rights it may have under applicable law regarding repair and termination after destruction of part or all of the Property.

12. CONDEMNATION

12.1 Total Taking. If, after the execution of this Lease and prior to the expiration of the Term, the whole of the Property shall be taken under power of eminent domain by any public or private authority or conveyed by Landlord to said authority in lieu of such taking, then this Lease and the Term shall terminate as of the date of such taking. Notwithstanding the foregoing, Tenant may elect to continue to occupy the Property, subject to the terms and provisions of this Lease, for all or such part, as Tenant may determine, of the period between the date of such taking and the date that possession of the Property must be surrendered to the taking authority. During such time, the Monthly Rent and other charges payable by Tenant to Landlord hereunder shall be

apportioned between Landlord and Tenant as of the date of termination of this Lease.

12.2 Partial Taking. If, after the execution of this Lease and prior to the expiration of the Term, any public or private authority shall under power of eminent domain make a taking of less than the whole of the Property, or Landlord shall make a conveyance to said authority in lieu of such taking, which in any such case results in a reduction by twenty-five percent (25%) or more of the area of the Property; then either party may, at its election, terminate this Lease by giving the other party notice within thirty (30) days after the eminent domain taking. In the event of termination under the provisions of this Section, this Lease and the Term shall cease and terminate as of the date of such taking.

12.3 Abatement of Rent. A just proportion of the Monthly Rent payable by Tenant hereunder, according to the nature and extent of the injury to the Property, shall be suspended or abated until the completion of any restoration of the Property; thereafter, the Monthly Rent shall be reduced in the proportion that the square footage of the Property taken bears to the square footage of the Property immediately before the taking.

12.4 Condemnation Award. All compensation awarded for any taking under this Article shall be the sole property of Landlord, and Tenant hereby assigns to Landlord all of Tenant's right and title to any and all such compensation; provided, however, that Landlord shall not be entitled to, and Tenant shall have the sole right to make a claim for and retain any award made by the appropriating authority directly to Tenant for loss of business, damage to, or depreciation of, or cost of removal of or unamortized cost of installation of improvements, trade fixtures or personality installed in the Property or other portions of the Property by or at the expense of Tenant, and, to any other award made by the appropriating authority directly to Tenant without diminishing any portion of the award to Landlord.

12.5 Temporary Taking.

A. If, after the execution of this Lease and prior to the expiration of the Term, the whole of the Property shall be taken under power of eminent domain by any public or private authority or conveyed by Landlord to said authority in lieu of such taking, for temporary use or occupancy, the foregoing provisions of this article shall not apply. The Monthly Rent payable by Tenant hereunder shall be proportionately abated according to the nature and extent of the injury to the Property and to Tenant's business, and until such time as the temporary taking has ended. All other provisions of this Lease shall remain in effect and shall be performed by the parties to the extent performance is possible within the limits and restrictions imposed by the temporary taking.

B. In the event of any such taking of the nature referred to in this section, Landlord shall receive the entire amount of the award made for such taking whether paid by way of damages, rent or otherwise.

12.6 Sale in Lieu of Condemnation. For the purposes of this Article 12 the voluntary sale or conveyance in lieu of condemnation or transfer of all or a portion of the Property in avoidance of condemnation, but under a threat of condemnation, shall be deemed an appropriation or taking under the power of eminent domain.

13. DEFAULT AND REMEDIES

13.1 Events of Default by Tenant. Each of the following events (“Event of Default”) shall be a breach of this Lease if the event occurs and continues beyond the applicable grace period.

A. The failure by Tenant to pay Landlord any rent or other charges pursuant to any provision of the Lease, as and when the same shall become due and payable if such failure is not cured within five (5) business days.

B. The failure by Tenant to perform or observe any of the other agreements, terms, covenants or conditions hereof if such nonperformance or nonobservance continues for a period of fourteen (14) days after written notice thereof by Landlord to Tenant or, if such performance or observance cannot be had within such 14-day period then if Tenant has not in good faith commenced such performance within such 14-day period and does not diligently and in good faith proceed therewith to completion.

C. The filing by or against Tenant in any court pursuant to any statute of the United States or of any state of a petition in bankruptcy or insolvency or for a reorganization or arrangement or for the appointment of a receiver or Fundee of all or a portion of Tenant’s property, if within ninety (90) days after the commencement of any such proceedings against Tenant or after such assignment for the benefit of creditors, such petition shall not have been dismissed or such assignment shall not have been revoked.

D. The failure by Tenant to pay its debts as they become due or its admission in writing of its inability to pay its debts, or the making by Tenant of a general assignment for the benefit of creditors. For the purposes of determining whether Tenant is not paying its debts as they become due, a debt shall be deemed overdue upon the earlier of:

- (1) The date on which any action or proceeding therefor is commenced;
or
- (2) The date on which a formal notice of default or demand has been sent.

E. The transfer of Tenant’s interest in this Lease to any person, firm, or corporation other than Tenant, whether voluntarily or by operation of law, except in the manner expressly permitted in this Lease or any subsequent amendment thereto.

F. The levy of writ of attachment or execution on Tenant’s interest under this Lease, or other imposition of a lien upon Tenant’s interest under this Lease, which writ or other lien is not removed or bonded against to Landlord’s satisfaction within ninety (90) days after the date of levy or imposition.

G. The vacating or abandoning of the Property by Tenant at any time during the Term hereof.

Any written notice given by Landlord with respect to any alleged breach shall be in lieu of, and not in addition to, any written notice required by any applicable unlawful detainer statute.

13.2 Remedies on Default. Landlord shall have the following remedies if an Event of Default occurs. These remedies are not exclusive; they are cumulative in addition to any remedies set forth in this Lease, and in addition to any remedies now or later allowed by law. These remedies are subject to the provisions of the Bankruptcy Code of the United States and any other law in effect at the time of default to the extent required by such law.

A. Landlord can continue this Lease in full force and effect. In such case, the Lease will continue in effect so long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can take possession of the Property and Improvements and let them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all reasonable costs Landlord incurs in reletting the Property including, without limitation, broker's commissions, expenses of remodeling the Property required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining Term of this Lease. Tenant shall pay to Landlord the rent due under this Lease on the date the rent is due, less the rent Landlord receives from any reletting. No act by Landlord allowed by this Paragraph shall terminate this Lease unless Landlord notifies Tenant that Landlord elects to terminate this Lease.

B. Landlord can terminate Tenant's right to possession of the Property at any time. No act by Landlord other than giving notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Property or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:

(1) The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Lease;

(2) The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of the award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;

(3) The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;

(4) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

"The worth, at the time of the award," as used in Subdivisions (1), (2) and (3) of this subparagraph B is to be computed by allowing interest at the lesser of eighteen percent (18%) per annum or the maximum rate allowed by usury law at that time. For purposes of this clause, the rent due for any calendar month after reentry by Landlord shall be deemed to be the highest average monthly Rent, including any additional rent and other charges, which shall have been payable for any consecutive twelve-month period prior to such reentry.

13.3 Attorneys' Fees.

A. Unless otherwise set forth in this Lease, in the event of any action at law or in equity, (including but not limited to specific performance) between Landlord and Tenant arising out of this Lease or to enforce any of the provisions or rights hereunder, the non-prevailing party to such litigation covenants and agrees to pay to the prevailing party all costs, including investigation costs and similar expenses and including attorneys' fees incurred therein by such prevailing party, and if such prevailing party shall recover judgment in any such action or proceeding. such costs, expenses and attorneys' fees shall be included in and as part of such judgment.

B. If Landlord becomes a party to any litigation concerning this Lease or the Property, by reason of any act or omission of Tenant or its authorized representatives, and not by any act or omission of Landlord or its authorized representatives, Tenant shall be liable for reasonable attorneys' fees and court costs incurred by Landlord in the litigation.

13.4 Holding Over. If Tenant continues in possession of the Property, without Landlord's written consent, after the expiration or any sooner termination of the Term, said holding over shall, at Landlord's option be construed to be a tenancy from month-to-month. Tenant agrees to pay to Landlord for each month Tenant holds over, Monthly Rent equal to 150% of the total Rent which Tenant was obligated to pay Landlord during the twelve (12) months preceding such termination or expiration prorated on the basis of a 365-day year, plus all other additional rent and charges due under the terms of this Lease, and plus all damages sustained by Landlord by reason of such retention. Such tenancy shall be under the terms and conditions specified in this Lease, so far as applicable. Nothing contained herein shall constitute a consent by Landlord to Tenant's continued possession following the expiration or other termination of this Lease, and nothing contained in this section shall limit Landlord's rights and remedies as provided by law or elsewhere in this Lease.

13.5 Expenditures by Landlord. Whenever, under any provision of this Lease, either Landlord or Tenant is obligated to make any payment or expenditure, or to do any act or thing, or to incur any liability whatsoever, and that party fails, refuses or neglects to perform as required and such failure, refusal or neglect continues for a period of fifteen (15) days (or such shorter time as may elsewhere be provided for in this Lease) after written notice thereof, the other party shall be entitled but shall not be obligated to make any such payment or expenditure, or do any such act or thing or to incur any such liability, all on behalf of, at the cost and for the account of the defaulting party, and in such event the amount thereof, reasonable attorneys' fees and expenses incurred, and interest at eighteen percent (18%) per annum.

13.6 Default by Landlord. Landlord shall not be deemed in breach of this Lease, unless Landlord fails within a reasonable time to perform an obligation required to be performed by Landlord. For purposes of this Section 13.6, a reasonable time shall be thirty (30) days after receipt by Landlord, of written notice specifying wherein such obligation of Landlord has not been performed; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are reasonably required for its performance, then Landlord shall not be in breach if performance is commenced within such thirty (30) day period and thereafter diligently pursued to completion.

13.7 Limitation of Liability.

A. If Tenant recovers a money judgment against Landlord arising out of or in connection with this Lease, the Property, or any occurrence, act or omission in or connected with the Property, the judgment shall be satisfied only out of the proceeds of rent or other income from the Property receivable by Landlord, or out of the consideration received by Landlord from the sale or disposition of all or any part of Landlord's right, title and interest in the Property. Neither Landlord nor any of the partners of Landlord (nor individual co-tenants if Landlord is or becomes a co-tenancy) shall be personally liable for any portion of any such money judgment against Landlord except from the interest of Landlord in the Property.

B. Landlord shall not be responsible for or liable to Tenant and Tenant hereby releases Landlord, waives all claims against Landlord and assumes the risk for any injury, loss or damage to any person or property in or about the Property by or from any cause whatsoever (other than the gross negligence or willful misconduct of Landlord, Landlord's agents and all those that conduct work on behalf of Landlord) including, without limitation, (a) acts or omissions of persons occupying other portions of the Property, (b) theft or vandalism, (c) burst, stopped or leaking water, gas, sewer or steam pipes, (d) loss of utility service, (e) accident, fire or casualty, and (f) nuisance. There shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements to any portion of the Property or to fixtures, appurtenances and equipment in the Property and Tenant shall not be entitled to damages or to termination of this Lease arising from Landlord's repairs, alterations or improvements, unless Landlord is negligent in the repairs, alterations or improvements.

14. MORTGAGE LENDER PROVISIONS

14.1 Lender Notice and Cure Rights. Notwithstanding any other provision of this Lease, any third-party, institutional lender to Landlord which is the beneficiary of a deed of Fund or mortgage encumbering the Property ("Lender") shall have the following rights to notice of and cure for any breach or default of Landlord, provided that the mortgage or deed of Fund is recorded in the official records of the county in which the Property are located:

A. Tenant shall provide to the Lender notice of any breach or default by Landlord in the time and manner under this Lease for notice to Landlord of such breach or default, and at the address of Lender set forth in the mortgage or deed of Fund referred to above or at the most recent address for notice given to Tenant by Lender.

B. Landlord shall not be in breach or default under this Lease until such notice is given and unless either Landlord or Lender has not cured the breach or default within the cure period as set forth in Section 13.6.

14.2 Subordination.

A. This Lease shall be subordinate to the lien of any mortgage or deed of Fund now or hereafter covering the Property, irrespective of the time of execution or the time of recording of the mortgage or deed of Fund. Upon the request of Landlord in writing, Tenant agrees to execute and deliver any instrument which Landlord may deem necessary further to affect the

subordination of this Lease and the lien thereof to any such mortgage or deed of Fund. Tenant agrees that if the mortgagee or any person claiming under the mortgagee shall succeed to the interest of Landlord in this Lease, Tenant will attorn to and recognize said mortgagee or person as its landlord under the terms of this Lease.

B. As used herein, the term “mortgage” includes mortgages, deeds of Fund and other similar instruments, and modifications and extensions thereof. As used herein, the term “mortgagee” means any lender which holds a mortgage, or any party which is a beneficiary under a deed of Fund.

15. OWNERSHIP OF IMPROVEMENTS; SURRENDER

15.1 Ownership of Improvements During Term. All Improvements on the Property at the Commencement Date and all Improvements constructed on the Property by Tenant as permitted by this Lease shall be owned by Tenant until expiration of the Term or sooner termination of this Lease. Tenant shall not, however, remove any Improvements from the Property nor waste, destroy, or modify any Improvements on the Property, except as permitted by this Lease. The parties covenant for themselves and all persons claiming under them that the Improvements are real property.

15.2 Ownership at Termination. All Improvements (which shall exclude Tenant’s FF&E) on the Property at the expiration of the Term or sooner termination of this Lease shall, without compensation to Tenant, then become Landlord’s property free and clear of all claims to or against them by Tenant or any third person, and Tenant shall defend and indemnify Landlord against all liability and loss arising from such claims or from Landlord’s exercise of the rights conferred by this paragraph.

15.3 Surrender at End of Term.

A. Subject to the foregoing provisions, at the expiration or sooner termination of the Lease, Tenant shall surrender the Property and all Improvements and alterations made thereto in good condition, reasonable use and wear thereof excepted, except for alterations and improvements that Tenant has the right to remove or is obligated to remove under the provisions of this Lease. Tenant shall remove all of Tenant’s FF&E and personal property and shall repair any damage to the Property caused thereby before surrendering the Property.

B. Any items of Tenant’s FF&E and personal property that remain on the Property at the expiration or sooner termination of the Term may be retained or disposed of by Landlord in any manner and at Landlord’s sole discretion. Tenant waives any claims against Landlord for any damage or loss from Landlord’s retention or disposition of any of Tenant’s trade fixtures or personal property as permitted hereunder, and Tenant shall be liable to Landlord for Landlord’s costs in storing, removing or disposing of such personal property and trade fixtures.

C. If Tenant fails to surrender the Property to Landlord upon the expiration or sooner termination of the Term in the manner required by this section, Tenant shall be liable to Landlord for all loss or damage resulting therefrom, and shall indemnify, defend and hold Landlord harmless from any claim or demand resulting from or related to Tenant’s failure to

surrender the Property including, without limitation, any claim made by a succeeding tenant.

D. Tenant's obligation to observe or perform this covenant shall survive the expiration or sooner termination of this Lease.

15.4 Voluntary Surrender. The voluntary or other surrender of this Lease by Tenant, or mutual cancellation thereof shall not work as a merger but shall, at the option of Landlord, terminate any or all existing leases or subtenancies or operate as an assignment to Landlord of any or all such leases or subtenancies.

16. MISCELLANEOUS

16.1 Landlord's Right to Enter. Tenant shall permit Landlord and its agents to enter the Property at all reasonable times upon twenty-four (24) hours prior notice for any appropriate purpose (and in emergency situations, without notice at any time) including, without limitation, the following purposes:

- (i) To inspect the Property;
- (ii) To maintain or make such repairs to the Property as Landlord is obligated or may elect to make;
- (iii) To post notices of non-responsibility for alterations, additions or repairs;
- (iv) To show the Property to prospective purchasers or tenants.

Landlord shall have such right of entry and the right to fulfill the purpose thereof without any rebate of rent to Tenant for any loss of occupancy or quiet enjoyment of the Property thereby occasioned. Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of the entry of Landlord on the Property as provided in this paragraph, provided that Landlord does not unreasonably and unnecessarily disturb Tenant's use and occupancy of the Property.

16.2. Waivers. No act of either party shall be a waiver of any breach of any term, covenant or condition herein contained except an express, written waiver, or as otherwise specifically stated herein. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder except to the extent that passage of time constitutes an express waiver under any other provision of this Lease. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. The acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of the Lease other than the failure of Tenant to pay particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No act or conduct of Landlord, including, without limitation, the acceptance of the keys to the Property before the expiration of the Term shall constitute an acceptance of the surrender of the Property by Tenant before the expiration of the term. Only a notice from Landlord to Tenant shall constitute acceptance of the surrender of the Property and accomplish a termination of the Lease. If any action by either party

shall require the consent or approval of the other party, then the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or at law or in equity shall be cumulative, and shall not be deemed inconsistent with each other; no one of them, whether exercised or not, shall be deemed to be an exclusion of any other, and any or all of such rights and remedies may be exercised at the same time.

16.3 Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage prepaid or by United States express mail or by commercially recognized courier service. Any such notice or other communication shall be deemed to have been given on the date of delivery or refusal to accept delivery as shown on the return receipt or when received by the party to whom such notice or other communication is addressed if addressed to party at the address shown on the Schedule of Terms, or such other address or addresses as a party may hereafter designate by notice to the other.

16.4 Excusable Delay. In the event that Landlord or Tenant shall be delayed in or prevented from the performance of any act (other than Tenant's obligation to make payments of Rent and other charges required hereunder) by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act or default of the other party, war or other reason beyond its control and not reasonably foreseeable ("Excusable Delay"), then performance of such act shall be excused for the period of the delay (to the extent reasonable) and the period for the performance of such act shall be extended for a period equivalent to the period of such delay (to the extent reasonable). Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond the control of either party. Any claim for an extension of time due to an Excusable Delay to be valid and binding must be made in writing and received by the other party not more than fifteen (15) days after the commencement of the delay; otherwise it shall be waived.

16.5 Estoppel Certificates. At any time and from time, upon written request from the other, Landlord and Tenant shall execute, acknowledge and deliver to the other, or to any person designated by the other, a statement in recordable form certifying: (i) that the Lease is unmodified and is in full force and effect or, if there have been modifications, that the same is in full force and effect as modified (stating the modifications); (ii) that the other party is not in breach beyond any applicable grace period in the performance of any of its covenants hereunder or, if there have been such breaches, specifying the same; and (iii) the dates to which the rent and other charges have been paid hereunder.

16.6 Recordation. Neither this Lease nor any memorandum thereof or other matter with respect thereto shall be recorded by either Landlord or Tenant in the public records; provided, that Landlord and Tenant shall execute and record any memorandum of this Lease upon written notice from a Lender of the Lender's requirement that the same be executed and recorded.

16.7 Invalidity of Particular Provision. If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Lease, or the application of such term or provision to persons or

circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

16.8 Captions and Joint Parties. The captions of the sections of this Lease are for convenience only, are not a part of this Lease and do not in any way limit or modify the terms and provisions of this Lease. If there is more than one Tenant or Landlord, then the covenants of each party shall be the joint and several obligations of each of them.

16.9 Transfer of Title. Landlord shall promptly notify Tenant in writing of any change in the ownership of the Property, giving the name and address of the new owner and instructions regarding the payment of rent. In the event of any change in or transfer of Landlord's title in and to the Property or any part thereof (whether voluntary or involuntary, or by act of Landlord or by operation of law), then upon notice from Landlord Tenant shall attorn to such transferee of Landlord and recognize such transferee as Landlord under this Lease. In the event of such a transfer of Landlord's interest hereunder, then from and after the effective date of such transfer, Landlord shall be released and discharged from any and all obligations under this Lease except those already accrued, and the transferee of Landlord shall be bound by the obligations of this Lease accruing from and after the effective date of such transfer.

16.10 Successors and Assigns. Except as otherwise provided in this Lease, the covenants, agreements, terms and provisions of this Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors, assigns, heirs, executors and administrators.

16.11 Approvals. Unless expressly indicated otherwise, whenever this Lease (including, without limitation, the provisions of any exhibit to this Lease) requires the approval or consent of either Landlord or Tenant, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

16.12 Entire Agreement. This document contains the entire and only agreement between the parties with respect to the leasing of the Property, and no oral statement or representation or prior written matter not contained in this Lease document shall have any force and effect. (The parties acknowledge that there may exist other agreements concerning matters that relate to the Property and the conduct of business thereon, but that this Lease is their sole agreement for the leasing by Landlord to Tenant of the real property defined herein as the "Property".) This Lease shall not be modified in any way except by a writing executed by Landlord and Tenant.

16.13 Express Warranties Only. Tenant acknowledges that it has personally inspected and investigated all matters with respect to this Lease and the Property (as constructed or to be constructed in accordance herewith) and that Tenant is solely relying upon its own inspection and investigation in entering into this Lease, and not upon any representation of Landlord except as otherwise expressly warranted or covenanted by Landlord in this Lease. The provisions of this Lease which describe the Property are an approximate representation, and may not be exact in dimensions, location or the like.

16.16 Time. Time is of the essence of this Lease and of each and every one of the provisions herein contained.

16.17 Applicable Law; Venue. This Lease shall be governed by the laws of the State of Oregon, excluding its choice or conflict of law rules that would make applicable the laws of any jurisdiction other than the State of Oregon; provided that, to the extent the foregoing is unenforceable, the laws of the State of Oregon shall be applied. All disputes, controversies or claims arising out of or relating to this Lease shall be litigated in Malheur County Superior Court. Each party hereby consents and submits to the jurisdiction of such courts over it with respect to such disputes, controversies or claims, and no party will object to or otherwise seek removal of any action brought in those courts based upon an inconvenient forum argument or for any other reason.

16.18 Survival. The obligations of Landlord and Tenant under this Lease shall survive the expiration or other termination or the Term, to the extent applicable following such expiration or termination, and shall remain in effect until fulfilled. This covenant specifically includes, without limitation, each indemnity obligation set forth herein.

16.19 Exhibits Incorporated. All exhibits to which reference is made in this Lease are deemed incorporated in this Lease by reference as though fully set forth herein.

16.20 Authorized Signatures. Each individual executing this Lease on behalf of a corporation, limited liability company or partnership represents and warrants that: (i) he is duly authorized to execute and deliver this Lease on behalf of said entity; (ii) this Lease is executed in the usual course of business; (iii) the entity is validly existing and qualified to do business in Oregon; and (iv) this Lease is binding upon the entity in accordance with its terms.

16.21 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered an original. Signatures may be scanned signatures and will have the same legal effect of an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Lease by their respective officers thereunto duly authorized.

LANDLORD:

United States Judo Federation, Inc. Endowment Fund

By: _____
Name: _____
Title

_____)
_____) ss.
_____)

On this _____ day of _____, 2023 before me, a Notary Public in and for _____, duly commissioned and sworn, personally appeared _____, to me known to be the persons that executed the foregoing instrument; and they acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC In and for _____
Residing at _____
My commission expires _____

IN WITNESS WHEREOF, the parties hereto have executed this Lease by their respective officers thereunto duly authorized.

TENANT:

United States Judo Federation, Inc.

By: _____
Name: _____
Title

_____)
_____) ss.
_____)

On this _____ day of _____, 2022 before me, a Notary Public in and for _____, duly commissioned and sworn, personally appeared _____, to me known to be the persons that executed the foregoing instrument; and they acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC In and for _____
Residing at _____
My commission expires _____