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Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By F. Gonzalez ,Deputy Clerk

12 Attorneys for Plaintiff,
13 BCI IV NORTH COUNTY COMMERCE LP

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF SAN DIEGO - HALL OF JUSTICE**

16 BCI IV NORTH COUNTY COMMERCE LP, a
17 Delaware limited partnership,

18 Plaintiff,

19 vs.

20 DATRON WORLD COMMUNICATIONS,
21 INC., a California corporation; and DOES 1 to
22 20 inclusive,

23 Defendants.

CASE NO. 25UD058867C
Assigned to Honorable Michael T. Smyth
Department: C-67

PLAINTIFF'S *EX PARTE*
APPLICATION FOR AN ORDER
SETTING DEFAULT JUDGMENT
PROVE-UP HEARING, OR, IN THE
ALTERNATIVE, FOR ORDERS:
(1) DIRECTING CLERK TO ENTER
CLERK'S JUDGMENT OF POSSESSION
AND ISSUE WRIT OF POSSESSION;
AND (2) GRANTING LEAVE TO
AMEND DEFAULT JUDGMENT
APPLICATION TO REFLECT
INCREASED DAMAGES;
DECLARATION OF JASON E.
GOLDSTEIN

*[[Proposed] Order concurrently filed
herewith]*

Date: March 11, 2026
Time: 8:30 a.m.
Dept.: C-67

Complaint filed: October 30, 2025
Trial date: None Set

24 **NOTICE**

25 **PLEASE TAKE NOTICE THAT** on March 11, 2026, at 8:30 a.m., in Department C-67
26 of the above-entitled Court located at 330 West Broadway, San Diego, California 92101, Plaintiff

1 BCI IV North County Commerce LP (“Plaintiff”), will move this Court on an *ex parte* basis for an
2 order setting a default judgment prove up hearing, or, in the alternative, for orders: (1) directing the
3 Clerk to enter a Clerk’s judgment of possession and issue a writ of possession in favor of Plaintiff;
4 and (2) granting Plaintiff leave to amend its default judgment application to reflect increased
5 damages from the date of filing.

6 This *ex parte* application is brought pursuant to *Code of Civil Procedure* § 1179a, entitled
7 “Priority of Causes – Speedy Trial,” which provides that, “**In all proceedings brought to recover**
8 **possession of real property pursuant to the provisions of this chapter all courts, wherein such**
9 **actions are or may hereafter be pending, shall give such actions precedence over all other civil**
10 **actions therein**, except actions to which special precedence is given by law, **in the matter of the**
11 **setting the same for hearing** or trial, and in hearing the same, to the end that all such actions shall
12 be quickly heard and determined.” [Emphasis added]

13 This *ex parte* application is also brought pursuant to the Court’s authority under *Code of*
14 *Civil Procedure* §§ 585(b), 585(d), and 1169, which require the Court to take evidence on default
15 judgment, authorize declarations in lieu of live testimony, and permit the Clerk to enter judgment
16 for possession upon a proper request; *Code of Civil Procedure* §§ 128 and 1005(b) and *Cal. R. Ct.*
17 3.1300(b), which grant the Court the authority to control its calendar; *Cal. R. Ct.* 3.1200-3.1207,
18 which govern *ex parte* applications, and the inherent powers of this Court—which collectively
19 provide the Court with the authority to enter orders to control its calendar, and grant the various
20 alternative types of relief requested herein by this *ex parte* application.

21 **Defendant’s Representative**

22 Datron World Communications, Inc. (“Defendant”) has not appeared in this action and has
23 no counsel of record and has been defaulted. Therefore, no notice is required. [Declaration of
24 Jason E. Goldstein (“Goldstein Decl.”), ¶ 4.]

25 **Timely Ex Parte Notice Was Not Required**

26 Defendant is defaulted so no notice was required. (Goldstein Decl., ¶ 5.)

27 As a result, there will be no opposition to this application. (Goldstein Decl., ¶ 6.)

28 ///

1 **No Similar Ex Parte Applications**

2 Plaintiff has filed no similar ex parte applications. (Goldstein Decl., ¶ 7.)

3 **Irreparable Harm / Exigent Circumstances Justifying Ex Parte Relief**

4 Unlawful detainers are summary proceedings and entitled to preference. *Code of Civil*
5 *Procedure* § 1179a. This action is to recover possession of real property. Defendant is not paying
6 its rent and is hundreds of thousands of dollars in arrears.

7 Plaintiff has suffered, and continues to suffer, ongoing and irreparable harm due to it being
8 continuously denied possession of the real property commonly known as 995 Joshua Way, Suite
9 A, Vista, California 92081, San Diego County (the “Property”), despite Defendant’s default and
10 Plaintiff’s satisfaction of all statutory requirements for default judgment against Defendant.
11 (Goldstein Decl., ¶ 8.) Defendant—who has never appeared in this action—has not paid any rent
12 for its possession of the Property, in violation of the Parties’ commercial lease agreement (the
13 “Lease”) since no later than October of 2025, and continues to remain in possession of the Property
14 as an unlawful detainee without right or Plaintiff’s permission. (Goldstein Decl., ¶¶ 9-
15 10.) Plaintiff’s inability to recover possession of its Property is the core injury in this unlawful
16 detainer action: Each day Plaintiff is locked out from possession further deprives it of the use,
17 control, and benefit of its Property. (Goldstein Decl., ¶ 11.)

18 Additionally, Plaintiff’s monetary losses due to Defendant’s unlawful detention of the
19 Property continue to increase each day Defendant remains in wrongful possession thereof.
20 Plaintiff’s damages from this loss of rental income continually accrues and accumulates at a rate of
21 \$2,315.98 per day—the fair market daily rental rate for the Property as documented in Plaintiff’s
22 Complaint and Application for Entry of Court Default Judgment. (Goldstein Decl., ¶ 12.) These
23 monetary damages have already exceeded the amounts stated in Plaintiff’s Application for Entry
24 of Court Default Judgment, and continue to compound each day that passes without a prove-up
25 hearing. (Goldstein Decl., ¶ 13.)

26 But for Court intervention, either by setting a prompt default judgment prove-up hearing or
27 directing the Clerk to enter a Clerk’s judgment for possession—Plaintiff is without remedy, and
28 Defendant’s unlawful detention of the Property and Plaintiff’s irreparable harm in connection

1 thereto will continue to accrue, unabated. (Goldstein Decl., ¶ 14.)

2 This *ex parte* application will be based upon this notice, the attached memorandum of points
3 and authorities, the attached Declaration of Jason E. Goldstein, all of the pleadings, records, all
4 documents on file in this action, and such additional argument as may be presented prior to or at
5 the hearing of this application.

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DATED: March 9, 2026

BUCHALTER LLP

By: /s/ Richard Hovsepyan
 JASON E. GOLDSTEIN
 RICHARD HOVSEPYAN
 Attorneys for Plaintiff
 BCI IV NORTH COUNTY COMMERCE LP

1 **MEMORANDUM IN SUPPORT OF EX PARTE APPLICATION¹**

2 **I. INTRODUCTION**

3 Plaintiff seeks narrowly tailored relief to remedy the severe and continuously compounding
4 irreparable harm resulting from its inability to regain possession of its real property and the
5 associated increase in its damages. The Clerk entered Defendant’s default in this action, as
6 requested by Plaintiff, on November 19, 2025. Plaintiff submitted its default judgment application
7 on December 3, 2025, but the application has yet to be reflected on the Register of Actions and a
8 default judgment has yet to be issued. Meanwhile, Plaintiff continues to suffer ongoing irreparable
9 harm, including but not limited to a continuous denial of possession of the Property, and resultant
10 monetary damages in the form of lost rental income, which accrues at the rate of \$2,315.98, per
11 each day Plaintiff is denied possession.

12 Because a cause of action for unlawful detainer is a summary proceeding and because
13 Plaintiff has satisfied every procedural requirement for the Court to enter default judgment against
14 Defendant—but for the prove-up hearing—this Court is respectfully requested to promptly set a
15 prove-up hearing, or, in the alternative, enter an order directing the Clerk to enter a Clerk’s
16 judgment for possession. As such, Plaintiff respectfully requests that the Court grant the requested
17 relief.

18 **II. PERTINENT FACTUAL AND PROCEDURAL SUMMARY**

19 This action was commenced by the filing of a Complaint for Unlawful Detainer on October
20 30, 2025. The Complaint alleges that Defendant entered into a written lease agreement with
21 Plaintiff (the “Lease”), that Defendant failed to pay its monthly rent, and a Three-Day Notice to
22 Pay Rent or Quit (“Three-Day Notice”) was duly served on Defendant, to which it failed to quit
23 possession or pay any amount of past due rent.

24 Defendant never appeared or provided any kind of response to the Complaint, and thus had
25 its default entered by this Court on November 19, 2025. Plaintiff thereafter submitted a complete
26 court default judgment prove-up package for filing with the Court, wherein it included itemized
27

28 ¹ The terms identified in the Notice of *Ex Parte* application are used similarly herein.

1 damages totaling \$312,572.84, plus a per-diem damages claim of \$2,315.98—the fair market daily
2 rental rate for the Property—beginning to accrue from October 22, 2025.

3 And as each day passes, Plaintiff’s damages increase, and Defendant continues to enjoy and
4 benefit from its unlawful detention of the Property.

5 **III. LEGAL ARGUMENT**

6 **A. This Court Has The Authority To Grant Each Form Of Requested Relief**

7 **1. Court Default Judgment Prove-Up Hearing**

8 This Court has both the inherent and statutory authority to grant Plaintiff’s primary
9 requested relief for an order setting a court default judgment prove-up hearing. Under *Code of*
10 *Civil Procedure* § 585(b), evidence must be taken by the court to prove damages before a default
11 judgment can be entered. *City Bank of San Diego v. Ramage* (1968) 266 Cal.App.2d 570.

12 Generally speaking, a party who defaults, thereby confesses the material allegations of the
13 complaint. *Johnson v. Stanhiser* (1999) 72 Cal.App.4th 357, 361. Where a cause of action is stated
14 in a complaint and evidence is introduced to establish a prima facie case, the court should not
15 disregard the same, but instead should hear the evidence offered by the plaintiff and render
16 judgment based thereon for a sum that does not exceed the amount stated in the complaint. *Id.* at
17 362. And under § 585(b), evidence must be taken by the court to prove damages before a default
18 judgment can be entered. *City Bank of San Diego v. Ramage* (1968) 266 Cal.App.2d 570.

19 Additionally, *Code of Civil Procedure* § 585(d) provides:

20 In the cases referred to in subdivisions (b) and (c). . . , the court in its
21 discretion may permit the use of affidavits, in lieu of personal
22 testimony, as to all or any part of the evidence or proof required or
23 permitted to be offered, received or heard in such cases. The facts
24 stated in such affidavit or affidavits shall be within the personal
25 knowledge of the affiant and shall be set forth with particularity, and
26 each affidavit shall show affirmatively that the affiant, if sworn as a
27 witness, can testify competently thereto.

1 And Rule 3.1800(a)(2) of the California Rules of Court explicitly authorizes the use of
2 declarations in support of default judgment requests. When the defendant defaults, the standard of
3 proof required of the plaintiff is to merely establish a prima facie case. See *Johnson, supra*, at p.
4 361.

5 Moreover, a court has the inherent authority to manage proceedings before it and control its
6 own calendar. *Code of Civil Procedure* § 128. The California *Code of Civil Procedure* further
7 provides that the time limits on which noticed motions are generally to be heard *are subject to the*
8 *court's ability to shorten time.* *Code of Civil Procedure* § 1005(b) [setting forth the notice
9 requirements, “unless otherwise ordered.”]. And Rule 3.1300(b) of the California Rules of Court
10 permits a court, “on its own motion or on application” to “prescribe shorter times for the filing and
11 service of papers than the times specified in Code of Civil Procedure section 1005.”

12 Together, the foregoing authorities confirm the Court’s duty and authority to set a prove-up
13 hearing when a complete default judgment packet has been properly filed, as is the case here.

14 **2. Order Directing Clerk To Enter Clerk’s Judgment Of Possession And**
15 **Issue Writ Of Possession**

16 This Court also possesses the authority to direct the Clerk to enter a Clerk’s judgment of
17 possession and issue a writ of possession in relation thereto. Under *Code of Civil Procedure* § 1169,
18 in an unlawful detainer action, the clerk “shall[,]” “upon written application of the plaintiff and
19 proof of the service of summons and complaint,” “enter the default of any defendant so served, and,
20 if requested by the plaintiff, immediately shall enter judgment for restitution of the premises and
21 shall issue a writ of execution thereon.”

22 Here, Plaintiff’s Complaint specifically requested forfeiture of the Lease and repossession
23 of the Property. (Goldstein Decl., ¶ 15, at **Exhibit 1**.) The Proof(s) of Service filed on November
24 7, 2025 and November 18, 2025, respectively, reflect that both Defendant and All Unknown
25 Occupants in Possession of the Property were duly served with the Summons, Complaint, Civil
26 Case Cover Sheet, Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer, as
27 well as Prejudgment Claim of Right to Possession. (Goldstein Decl., ¶ 16, at **Exhibit 2**.) And
28 Plaintiff’s Declaration for Default Judgement By Court, Judicial Council of California Form UD-

1 116, submitted on December 3, 2025, specifically requested restitution of the Property by checking
2 box 15b. therein. (Goldstein Decl., ¶ 17, at Exhibit 3.)

3 Thus, it is within the Court’s authority to issue an order that directs the Clerk to enter a
4 Clerk’s judgment of possession and issue a writ of possession. *Code of Civil Procedure* § 1169.
5 Directing the Clerk to enter judgment for possession is a ministerial act under Section 1169, and is
6 a proper alternative relief in this case to avoid further damage to Plaintiff as a result of Defendant’s
7 continued unlawful detention—while reserving the issue of outstanding monetary damages for a
8 formal prove-up hearing.

9 **3. Order Granting Plaintiff Leave To Amend Default Judgment**
10 **Application to Reflect Increased Monetary Damages**

11 While a default judgment generally may not exceed the relief demanded in a plaintiff’s
12 complaint (*Code of Civil Procedure* § 580), in unlawful detainer actions, a plaintiff can recover
13 damages which have accrued between the filing of the complaint and the entry of a default
14 judgment, by including a prayer for continuing damages in the complaint and later proving those
15 damages at a prove-up hearing. See *Code of Civil Procedure* § 1174(b) (authorizes courts to “assess
16 the damages occasioned to the plaintiff by any forcible entry, or by any forcible or unlawful
17 detainer, alleged in the complaint and proved on the trial, and find the amount of any rent due, if
18 the alleged unlawful detainer be after default in the payment of rent”); *SRO Housing v. Dyce* (2014)
19 223 Cal.App.4th Supp. 1, 4, fn. 2 (finding that courts consistently hold that § 1174(b) applies to
20 cases involving default judgments in unlawful detainer proceedings).

21 The requirements of Section 580 serve to provide the defaulting party “adequate notice of
22 the maximum judgment that may be assessed against them.” *Greenup v. Rodman* (1986) 42 Cal.3d
23 822, 826. This means that the key inquiry is not whether the final default judgment award exceeds
24 the dollar figure pleaded in the complaint, but rather whether the demand in the complaint provides
25 notice of the “ceiling on damages to which [the defaulting party] is subject[.]” *Id.* at 829. And the
26 recoverable damages in an unlawful detainer action, are “those occasioned by the detention itself
27 and which occur during the detention up to the time of trial.” *Roberts v. Redlich* (1952) 111
28 Cal.App.2d 566, 569; *Eshagian v. Cepeda* (2025) 112 Cal.App.5th 433, 445 (“court in unlawful

1 detainer proceeding may award possession of property and incidental damages, including
2 ‘arrearages of rent or ‘damages’ in an amount of the fair or reasonable rental value of the property
3 for the period of time from the notice terminating the tenant’s right of possession to judgment.’”).

4 Thus, in an action for unlawful detainer based on the nonpayment of rent, where the
5 complaint specifically pleads a daily fair rental value for the premises—as Plaintiff did here—a
6 default judgment award which includes a calculation of the rental damages accrued between the
7 filing of the action and the judgment award, as based on the pled daily fair rental value multiplied
8 by number of days which the action was pending, does not violate Section 580. This is because the
9 nature of unlawful detainer proceedings, combined with the certain amount of daily rental losses
10 as pled by the plaintiff, provide the defaulting-defendant adequate notice of the “ceiling” on
11 damages to which they are subject. See, e.g., *Superior Motels, Inc. v. Rinn Motor Hotels,*
12 *Inc.* (1987) 195 Cal.App.3d 1032 (holding that “it was proper for the trial court to update the
13 complaint and award damages for the rental value of the premises accruing” during the pendency
14 of the unlawful detainer proceeding).

15 Here, Plaintiff specifically pled in its Complaint that the fair rental value of Property is
16 \$2,315.98 per day—and further specified in its Request for Entry of Court Default Judgment,
17 Judicial Council of California Form CIV-100, that these daily damages began to accrue as of
18 October 22, 2025—the day that Defendant’s right to possession terminated pursuant to the
19 expiration of the notice period provided in Plaintiff’s Three-Day Notice. (Goldstein Decl., ¶ 15, at
20 **Exhibit 1**; and ¶ 18, at **Exhibit 4**.) Therefore, Defendant, since receiving service of these
21 documents, has been aware of the maximum monetary judgment that could be rendered against it—
22 i.e., all unpaid rent as specified in the Three-Day Notice, plus the daily fair rental rate times however
23 many days pass between October 22, 2025 and the Court’s final judgment.

24 Therefore, if the Court declines to issue an order setting a default judgment prove-up
25 hearing in this matter, at the very least, it should allow Plaintiff’s default judgment application to
26 be amended to include an accurate calculation of its accrued rental damages, so that any damage
27 award Plaintiff ultimately receives accurately reflects its full rental losses over the full duration of
28 Defendant’s unlawful detention of the Property.

1 **B. Good Cause Exists To Grant This Application**

2 As explained in the Notice of *Ex Parte* Application, this is a commercial unlawful
3 detrainer action brought for restitution of the Property, and incidental monetary damages in
4 connection therewith. Unlawful detainer actions are given priority over all other civil actions in
5 setting and hearing matters “to the end that all such actions shall be quickly heard and determined.”
6 *Code of Civil Procedure* § 1179a.

7 Defendant has not paid rent for its possession of the Property since October of 2025, and
8 due to its continued unlawful detention, Plaintiff has been unable to use, control, or receive any
9 economic benefit from its ownership of the Property. Defendant’s default in this action was
10 properly entered on November 19, 2025. And now, nearly four months after Defendant’s default
11 and Plaintiff’s compliance with all prerequisites to obtaining Court Default Judgment—but for the
12 actual prove-up hearing—Defendant continues to unlawfully detain the Property. Every day
13 Plaintiff is denied possession further exacerbates the core irreparable harm thereby suffered:
14 deprivation of use, control, and economic benefit of its property. Time is finite. Plaintiff will never
15 be able to recover the days and months it has spent dispossessed from its Property. The opportunity
16 cost of not having free use and control of the Property deprives Plaintiff of any and all profit or
17 benefit from its ownership interest, which but for the above-referenced delay, would immediately
18 cease. This continuing irreparable harm frustrates the primary purpose and remedy of an unlawful
19 detrainer proceeding—speedy restitution of possession.

20 The statutory preference given to unlawful detainers in *Code of Civil Procedure* Section
21 1179a reflects the sense of urgency afforded to unlawful detainer proceedings. And as such, this
22 Court, through its inherent authority to manage its calendar under *Code of Civil Procedure* Section
23 128, should promptly set the prove-up hearing in order to honor the preference and priority the
24 California Legislature has given to unlawful detainer actions.

25 In addition to the primary harm of continued dispossession, Plaintiff’s monetary losses
26 compound daily at a rate of \$2,315.98 per each day Defendant remains in possession of the
27 Property, as pled and documented in Plaintiff’s Complaint and Request for Court Default Judgment.
28 Such computations of accruing damages are precisely the kind of damages showing that the

1 2025. Defendant’s failure to pay rent constitutes a breach of the commercial lease agreement
2 (“Lease”) that Defendant entered into with Plaintiff.

3 10. Despite this failure to pay rent, Defendant remains in possession of the Property as
4 an unlawful detainee without any legal right or Plaintiff’s permission to do so.

5 11. Plaintiff’s inability to recover possession of its Property is the core injury in this
6 unlawful detainer action: Each day that Plaintiff is locked out from possession further deprives
7 Plaintiff of the use, control, and benefit of its Property.

8 12. Additionally, Plaintiff’s monetary losses due to lost rental income from Defendant’s
9 continued unlawful detainer of the Property continually accrues and accumulates at a rate of
10 \$2,315.98 per day—the fair market daily rental rate for the Property as documented in Plaintiff’s
11 Complaint and Application for Entry of Court Default Judgment.

12 13. These monetary damages have already exceeded the amounts stated in Plaintiff’s
13 Complaint and Application for Entry of Court Default Judgment, and continue to compound each
14 day that passes without a prove-up hearing.

15 14. But for Court intervention, either by setting a prompt default judgment prove-up
16 hearing or directing the Clerk to enter a Clerk’s judgment for possession—Plaintiff is without
17 remedy, and Defendant’s unlawful detention of the Property and Plaintiff’s compounding and
18 accruing harms in connection thereto will persist unabated.

19 **Relevant Factual And Procedural History Of This Action**

20 15. Plaintiff’s Complaint specifically pled that the fair rental value of the Property is
21 \$2,315.98 per day. The Complaint also specifically requested forfeiture of the Lease and
22 repossession of the Property. A true and correct copy of the Complaint is attached hereto marked
23 as **Exhibit 1**.

24 16. The two Proofs of Service filed by Plaintiff on November 7, 2025 and November
25 18 2025, respectively, reflect that both Defendant and All Unknown Occupants in Possession of
26 the Property were duly served with the Summons, Complaint, Civil Case Cover Sheet, Mandatory
27 Cover Sheet and Supplemental Allegations—Unlawful Detainer, as well as Prejudgment Claim of
28 Right to Possession. A true and correct copy of both Proofs of Service are attached hereto marked

1 as **Exhibit 2.**

2 17. Plaintiff’s Declaration for Default Judgement By Court, Judicial Council of
3 California Form UD-116, submitted on December 3, 2025, specifically requested restitution of the
4 Property by checking box 15b. therein. A true and correct copy of Plaintiff’s Judicial Council of
5 California Form UD-116 is attached hereto marked as **Exhibit 3.**

6 18. Plaintiff also specifically pled the \$2,315.98 daily damages rate in the “Judgement
7 to be entered” field of its Request for Entry of Court Default Judgment, Judicial Council of
8 California Form CIV-100, and further specified that these daily damages began to accrue as of
9 October 22, 2025—the day that Defendant’s right to possession terminated pursuant to the
10 expiration of the notice period provided in Plaintiff’s Three-Day Notice to Pay Rent or Quit
11 (“Three-Day Notice”). A true and correct copy of Plaintiff’s Judicial Council of California Form
12 CIV-100 is attached hereto marked as **Exhibit 4.**

13 I declare under penalty of perjury of the laws of the State of California that the foregoing is
14 true and correct and that this declaration was executed on 9th day of March, 2026, at Irvine,
15 California.

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17 /s/ Jason E. Goldstein
18 JASON E. GOLDSTEIN
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EXHIBIT 1

PLAINTIFF: BCI IV North County Commerce LP, a Delaware limited partnership DEFENDANT: Datron World Communications, Inc., a California corporation and Does 1-20	CASE NUMBER:
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6. a. On or about (*date*): November 23, 2020
defendant (name each): Datron World Communications, Inc., a California corporation
- (1) agreed to rent the premises as a month-to-month tenancy other tenancy (*specify*): 64 months
42,456.60 + CAM, etc.,
(2) agreed to pay rent of \$ increasing yearly payable monthly other (*specify frequency*):
(3) agreed to pay rent on the first of the month other day (*specify*):
- b. This written oral agreement was made with
(1) plaintiff. (3) plaintiff's predecessor in interest.
(2) plaintiff's agent. (4) Other (*specify*):
- c. The defendants not named in item 6a are
(1) subtenants.
(2) assignees.
(3) Other (*specify*): Does 1-20
- d. The agreement was later changed as follows (*specify*):
- e. A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (*Required for residential property unless item 6f is checked. See Code Civ. Proc, § 1166.*)
- f. (*For residential property*) A copy of the written agreement is **not** attached because (*specify reason*):
(1) the written agreement is not in the possession of the landlord or the landlord's employees or agents.
(2) this action is solely for nonpayment of rent (*Code Civ. Proc, § 1161(2)*).
7. The tenancy described in 6 (*complete (a) or (b)*)
a. is **not** subject to the Tenant Protection Act of 2019 (Civil Code, § 1946.2). The specific subpart supporting why tenancy is exempt is (*specify*): 1946.2(a) - only applies to "residential real property." This is a commercial property.
b. is subject to the Tenant Protection Act of 2019.
8. (*Complete only if item 7b is checked. Check all applicable boxes.*)
a. The tenancy was terminated for at-fault just cause (Civil Code, § 1946.2(b)(1)).
b. The tenancy was terminated for no-fault just cause (Civil Code, § 1946.2(b)(2)) and the plaintiff (*check one*)
(1) waived the payment of rent for the final month of the tenancy, before the rent came due, under section 1946.2(d)(2), in the amount of \$
(2) provided a direct payment of one month's rent under section 1946.2(d)(3), equaling \$
to (*name each defendant and amount given to each*):
c. Because defendant failed to vacate, plaintiff is seeking to recover the total amount in 8b as damages in this action.
9. a. Defendant (*name each*): Datron World Communications, Inc., a California corporation
- was served the following notice on the same date and in the same manner:
- (1) 3-day notice to pay rent or quit (5) 3-day notice to perform covenants or quit
(2) 30-day notice to quit (*not applicable if item 7b checked*)
(3) 60-day notice to quit (6) 3-day notice to quit under Civil Code, § 1946.2(c)
(4) 3-day notice to quit Prior required notice to perform covenants served (*date*):
(7) Other (*specify*):

PLAINTIFF: BCI IV North County Commerce LP, a Delaware limited partnership DEFENDANT: Datron World Communications, Inc., a California corporation and Does 1-20	CASE NUMBER:
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9. b. (1) On *(date)*: October 22, 2025 the period stated in the notice checked in 9a expired at the end of the day.
(2) Defendants failed to comply with the requirements of the notice by that date.
- c. All facts stated in the notice are true.
- d. The notice included an election of forfeiture.
- e. A copy of the notice is attached and labeled Exhibit 2. *(Required for residential property. See Code Civ. Proc, § 1166. When Civil Code, § 1946.2(c), applies and two notices are required, provide copies of both.)*
- f. One or more defendants were served (1) with the prior required notice under Civil Code, § 1946.2(c), (2) with a different notice, (3) on a different date, or (4) in a different manner, as stated in Attachment 10c. *(Check item 10c and attach a statement providing the information required by items 9a–e and 10 for each defendant and notice.)*
10. a. The notice in item 9a was served on the defendant named in item 9a as follows:
- (1) By personally handing a copy to defendant's authorized agents on *(date)*:
- (2) By leaving a copy with *(name or description)*:
a person of suitable age and discretion, on *(date)*: _____ at defendant's
 residence business AND mailing a copy to defendant at defendant's place of residence
on *(date)*: _____ because defendant cannot be found at defendant's residence or usual place of business.
- (3) By posting a copy on the premises on *(date)*: October 17, 2025
 AND mailing a copy to defendant at the premises
on *(date)*: October 17, 2025
- (a) because defendant's residence and usual place of business cannot be ascertained OR
(b) because no person of suitable age or discretion can be found there.
- (4) *(Not for 3-day notice; see Civil Code, § 1946, before using)* By sending a copy by certified or registered mail addressed to defendant on *(date)*:
- (5) *(Not for residential tenancies; see Civil Code, § 1953, before using)* In the manner specified in a written commercial lease between the parties
- b. *(Name)*: _____
was served on behalf of all defendants who signed a joint written rental agreement.
- c. Information about service of notice on the defendants alleged in item 9f is stated in Attachment 10c.
- d. Proof of service of the notice in item 9a is attached and labeled Exhibit 3.
11. Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
12. At the time the 3-day notice to pay rent or quit was served, the amount of **rent due** was \$ 285,149.31
13. The fair rental value of the premises is \$ 2,315.98 per day.
14. Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). *(State specific facts supporting a claim up to \$600 in Attachment 14.)*
15. A written agreement provides for attorney fees.
16. Defendant's tenancy is subject to the local rent control or eviction control ordinance of *(city or county, title of ordinance, and date of passage)*:

Plaintiff has met all applicable requirements of the ordinances.

17. Other allegations are stated in Attachment 17.
18. Plaintiff accepts the jurisdictional limit, if any, of the court.

PLAINTIFF: BCI IV North County Commerce LP, a Delaware limited partnership DEFENDANT: Datron World Communications, Inc., a California corporation and Does 1-20	CASE NUMBER:
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19. PLAINTIFF REQUESTS

- a. possession of the premises.
- b. costs incurred in this proceeding:
- c. past-due rent of \$ 153,660.70
- d. reasonable attorney fees.
- e. forfeiture of the agreement.
- f. damages in the amount of waived rent or relocation assistance as stated in item 8: \$
- g. damages at the rate stated in item 13 from *date*: November 1, 2025, plus other items that come due. for each day that defendants remain in possession through entry of judgment.
- h. statutory damages up to \$600 for the conduct alleged in item 14.
- i. other (*specify*): The amount in 19c includes credit for \$135,010.84 in payments received after the 3 Day Notice was served.

20 Number of pages attached (*specify*): 83

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)

21. (*Complete in all cases.*) An unlawful detainer assistant did **not** did for compensation give advice or assistance with this form. (*If declarant has received **any** help or advice for pay from an unlawful detainer assistant, complete a–f.*)
- a. Assistant's name:
 - b. Street address, city, and zip code:
 - c. Telephone no.:
 - d. County of registration:
 - e. Registration no.:
 - f. Expires on (*date*):

Date: October 28, 2025

Jason E. Goldstein

 (TYPE OR PRINT NAME)

 /s/ Jason E. Goldstein

 (SIGNATURE OF PLAINTIFF OR ATTORNEY)

VERIFICATION

(*Use a different verification form if the verification is by an attorney or for a corporation or partnership.*)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: October 28, 2025

Holly Fessler, Authorized Agent

 (TYPE OR PRINT NAME)

 See attached verification

 (SIGNATURE OF PLAINTIFF)

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VERIFICATION

I, Holly Fessler, declare as follows:

I am an authorized representative of Plaintiff BCI IV North County Commerce LP, in the matter entitled *BCI IV North County Commerce LP, a Delaware limited partnership v. Datron World Communications, Inc., a California corporation*, and make this verification. I have read the foregoing **COMPLAINT—UNLAWFUL DETAINER** and do hereby certify that the statements in the attached are accurate to the best of my knowledge, and the information and records available to me, except as to those matters which are therein stated on information and belief, and, as to those matters, I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Newport Beach, California, on the 28th day of October, 2025.

**BCI IV North County Commerce LP,
a Delaware limited partnership**

By: *Holly Fessler*
Holly Fessler

Title: Authorized Representative

EXHIBIT 1

LEASE

between

VISTA INDUSTRIAL LLC, a Delaware limited liability company

and

DATRON WORLD COMMUNICATIONS, INC., a California corporation

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LEASE

This Lease (the "Lease") dated for reference purposes only, November 23, 2020, is made by and between VISTA INDUSTRIAL, LLC, a Delaware limited liability company ("Landlord"), and Tenant identified in the Basic Lease Information.

1. Basic Lease Information.

Tenant: DATRON WORLD COMMUNICATIONS, INC., a California corporation

Premises: That certain real property situated in the County of San Diego, State of California, commonly known as 995 Joshua Way, Suite A, Vista, CA 92081 and described as the portion containing approximately 47,174 square feet (the "Premises Area") of the building shown on Exhibit "A" hereto that is identified as Suite A-1 on Exhibit "A" attached hereto.

Original Term: Sixty-four (64) months.

Commencement Date: The date that is the later of (a) April 1, 2021, or (b) the date of Substantial Completion (as defined in Exhibit C) of the Tenant Improvements (as defined in Exhibit C).

Termination Date: The day preceding the date that is sixty-four (64) months after the Commencement Date, unless sooner terminated pursuant to any provision hereof. Notwithstanding the foregoing, if the Commencement Date falls on any day other than the first day of a calendar month then the Term of this Lease will be measured from the first day of the month following the month in which the Commencement Date occurs so that the Term will end on the last day of a month.

Base Rent:

<u>Period (in months)</u>	<u>Monthly Base Rent</u>
01	\$42,456.60
02 - 05	\$42,456.60 (Abated*)
06 - 12	\$42,456.60

13 - 24	\$43,730.30
25 - 36	\$45,042.21
37 - 48	\$46,393.47
49 - 60	\$47,785.28
61 - 64	\$49,218.84

* As an inducement to Tenant entering into this Lease, so long as no Event of Default shall have occurred under this Lease, Base Rent in the amount of \$42,456.60 per month shall be abated for months two (2) through five (5) after the Commencement Date. The amount of Base Rent set forth in the foregoing table for that period reflects that rent abatement. During such abatement period, Tenant shall still be responsible for the payment of all of its other monetary obligations under the Lease.

- Tenant's Share of Common Area Expenses: 9.5514%.
- Tenant's Share of Building Area Expenses: 44.3915%.
- Security Deposit Amount: \$98,437.67, subject to reduction as provided in Section 5.
- Permitted Use: Office, research and development, light manufacturing, assembly, distribution and warehousing as permitted by the City of Vista and Applicable Requirements (as defined below).
- Landlord's Broker: Cushman & Wakefield.
- Tenant's Broker: Ashcraft Investments
- Landlord's Address: Barings LLC
2321 Rosecrans Avenue, Suite 4225
El Segundo, California 90245
Attn: North County Corporate Center Asset Manager

With a copy by the same method to:

CBRE | Property Management
4301 La Jolla Village Drive, Suite 3000
San Diego, California 92122
Attention: Mike Nelson
Real Estate Manager

Tenant's Address:

at the Premises

The Basic Lease Information is incorporated into and made a part of this Lease. Each reference in this Lease to any Basic Lease Information shall mean the applicable information set forth in the Basic Lease Information, except that in the event of any conflict between an item in the Basic Lease Information and this Lease, this Lease shall control. Additional defined terms used in the Basic Lease Information shall have the meanings given those terms in this Lease.

2. Premises, Parking and Common Areas.

2.1 Premises. Landlord hereby leases to Tenant and Tenant leases from Landlord for the term, at the rental, and upon all of the conditions set forth herein, the Premises, including rights to the Common Areas as hereinafter specified but not including any rights to the roof of the Premises or to the roof of any building in the Project. The Premises are a portion of a building, herein referred to as the "Building." The Premises, the Building, the Common Areas, the other buildings owned by Landlord in the North County Corporate Center, the land upon which the same are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." Upon the installation of the demising wall separating the Premises from the balance of the space in the Building, Landlord's architect or space planner shall calculate and certify in writing to Landlord and Tenant the rentable area of the Premises. If Landlord's architect or space planner determines that the rentable area of the Premises or the Building is different from that stated in this Lease, then Tenant's Share of Building Area Expenses, Tenant's Share of Common Area Expenses, rent, rent abatements, allowances, number of parking spaces and other amounts that are based on rentable area shall be recalculated in accordance with that determination. On the recalculation of such amounts and percentages as provided in this Section 2.1, the parties shall execute an amendment to this Lease stating the recalculated amounts and percentages. Execution of that amendment shall not be a condition precedent to the effectiveness of the recalculated amounts and percentages. Landlord's architect's or space planner's, as the case may be, determination of rentable area shall be conclusive and binding on Tenant and Tenant shall not have any other right to remeasure the Premises. Landlord shall provide Tenant with a copy of Landlord's architect's or space planner's, as the case may be, calculation of the new measurement. The measurement made pursuant to this Section 2.1 shall be made to the outside of the exterior walls (including the new demising wall).

2.2 Vehicle Parking. For the duration of the Original Term (as hereinafter defined), subject to casualty and condemnation, Tenant shall be entitled to use eighty-five (85) of the unreserved and unassigned parking spaces on those portions of the Common Areas designated by Landlord for Tenant's parking ("Tenant's Parking Area"). The number of parking spaces in Tenant's Parking Area is based on 1.8 spaces per 1000 square feet of rentable area in the Premises. Tenant shall not use more parking spaces than designated by Landlord. Except for those areas, if any, expressly designated by Landlord for parking trucks and tractor trailers, said parking spaces shall be used only for parking by vehicles no larger than full size passenger automobiles or pick-up trucks. Tenant shall not permit or allow any vehicles that belong to or

are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than Tenant's Parking Area or to park on the street in front of, behind or adjacent to the Premises. If Tenant permits or allows any of the prohibited activities described in Section 2.2 of this Lease, then Landlord shall have the right, with written or oral notice (except in the case of emergency or if the vehicle is blocking access to the premises of another tenant in the Project), in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord. Landlord shall mark four (4) of Tenant's parking spaces as reserved for Tenant's exclusive use. Landlord shall have no obligation to police or control the use of those marked parking spaces.

2.3 Common Areas — Definition. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant and of other tenants of the Project and their respective employees, suppliers, shippers, customers and invitees, including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, driveways and landscaped areas.

2.4 Common Areas — Tenant's Rights. Landlord hereby grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, customers and invitees, during the Term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Landlord or Landlord's designated agent, which consent may be given or withheld in Landlord's sole discretion and may be revoked at any time. In the event that any unauthorized storage shall occur then Landlord shall have the right, by first providing Tenant with five (5) days' written or oral notice (except in the case of emergency or if the unauthorized storage is blocking access to the premises of another tenant in the Project), in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord.

2.5 Common Areas — Rules and Regulations. Landlord shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect thereto. Tenant agrees to abide by and conform to all such rules and regulations, and to cause its employees, suppliers, shippers, customers, and invitees to so abide and conform. Landlord shall not be responsible to Tenant for the non-compliance with said rules and regulations by other Tenants of the Project. The initial rules and regulations are attached hereto as Exhibit "B."

2.6 Common Areas — Changes. Landlord shall have the right, in Landlord's sole discretion, from time to time:

- (a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances,

parking spaces, parking areas (including, without limitation, the nature and extent of the parking areas and parking facilities), loading and unloading areas, ingress, egress, direction of traffic, landscaped areas and walkways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof;

(f) To assign any unreserved and unassigned parking privileges, and/or make all or a portion of such privileges reserved; provided Landlord's actions do not materially impact Tenant's allocated number of parking spaces as described in Section 2.2; and

(g) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

Tenant hereby agrees that Landlord's actions pursuant to this Section 2.6 shall in no way constitute a constructive eviction of Tenant or entitle Tenant to any abatement of Rent. Landlord agrees to exercise its rights under this Section 2.6 in a manner designed to minimize to the extent reasonably possible disruption to Tenant's business and consistent with the practices of owners of similar parks in the Vista area.

3. Term.

3.1 Term. The term of this Lease shall be for the Original Term commencing on the Commencement Date, and ending on the Termination Date, unless sooner terminated pursuant to any provision hereof. Notwithstanding the foregoing, if the Commencement Date falls on any day other than the first day of a calendar month then the Term of this Lease will be measured from the first day of the month following the month in which the Commencement Date occurs so that the Term will end on the last day of a month. Landlord may elect to send to Tenant written notice of the Commencement Date (the "Commencement Notice"). The Commencement Notice shall be conclusive and binding on Tenant as to all matters set forth therein, unless within ten (10) days following delivery of such written Commencement Notice, Tenant contests any of the matters contained therein by notifying Landlord in writing of Tenant's objections. The foregoing notwithstanding, Landlord's failure to deliver any Commencement Notice to Tenant shall not affect Landlord's determination of the Commencement Date. The "Term" of this Lease shall be the Original Term and any extension of the Original Term which Tenant may elect pursuant to Section 39 below.

3.2 Delay in Possession. If for any reason Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or the obligations of Tenant hereunder or extend the Term hereof, but in such case, Tenant shall not be obligated to pay Rent or perform any other obligation of Tenant under the terms of this Lease, except as may be otherwise provided in this Lease, until possession of the Premises is tendered to Tenant. Notwithstanding the foregoing, if Tenant is required to perform any other conditions prior to or concurrent with the Commencement Date, the Commencement Date shall occur and Tenant shall be obligated to perform all of its covenants hereunder (including, without limitation, the payment of Rent) but Landlord may elect to withhold possession until such conditions are satisfied.

3.3 Early Possession. If Tenant occupies the Premises prior to the Commencement Date, such occupancy shall be subject to all provisions of this Lease, such occupancy shall not advance the termination date. Tenant shall be permitted to enter the Premises on the Early Possession Date (as defined below), without the obligation for payment of rent as provided in Section 5.1 of the Tenant Work Letter attached hereto as Exhibit C; provided that (a) Tenant first provides Landlord with all insurance required by the terms of this Lease, and (b) all construction by Tenant shall be performed in accordance with the terms of this Lease, including without limitation Section 7.3. Tenant shall be responsible for arranging for, and paying all amounts due with respect to, all electrical, water, trash and other utility services during that period of early occupancy. As used in this Lease, the term "Early Possession Date" means the date that is seventy-five (75) days prior to the date that Landlord estimates that Substantial Completion of the Tenant Improvements will occur.

4. Rent.

4.1 Base Rent. Tenant shall pay to Landlord, as base rent (the "Base Rent") for the Premises, without any offset or deduction, except as may be otherwise expressly provided in this Lease, on the first day of each month of the Term hereof, monthly payments in advance in accordance with the schedule set forth in the Basic Lease Information. For purposes of Base Rent adjustment under this Lease, the number of months is measured from the first day of the calendar month in which the Commencement Date falls. The Base Rent is subject to adjustment as provided herein. Tenant shall pay Landlord upon the execution hereof \$42,456.60 as Base Rent for the first month of the Term during which Rent is payable and \$10,850.02 as Tenant's Share of Operating Expenses (defined below) for the first month of the Term. Tenant's Share of Operating Expenses, together with any and all other amounts payable by Tenant to Landlord pursuant to the terms of this Lease other than Base Rent, shall be hereinafter collectively referred to as "Additional Rent". Additional Rent and Base Rent shall be collectively referred to from time to time as "Rent". Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the Base Rent based upon a thirty (30) day month. Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing to Tenant.

4.2 Operating Expenses.

(a) Tenant shall pay to Landlord, as hereinafter provided, Tenant's Share of "Common Area Expenses" and Tenant's Share of "Building Area Expenses."

Tenant's Share of Common Area Expenses has been computed by dividing the number of square feet of the floor area of the Premises by the total number of square feet of the floor area in the Project (which is hereby stipulated by Landlord and Tenant to be 493,898 square feet). Tenant's Share of Building Area Expenses has been computed by dividing the number of square feet of the floor area of the Premises by the total number of square feet of the floor area of the Building in which the Premises are located (which is hereby stipulated by Landlord and Tenant to be 106,268 square feet). Notwithstanding the foregoing, if any portion of the Project is required to be maintained by any other tenant of the Project, at such tenant's expense, or if a type of expense is required to be incurred and paid directly by another tenant, then Building Area Expenses and Common Area Expenses shall not include the expenses so incurred by such tenant, and in calculating Tenant's share of such type of expenses (to the extent not paid directly by such other tenant), the area of such tenant's leased premises shall be excluded from the rentable area comprising the denominator of the fraction used to calculate tenant's share of such expenses.

(b) On or about the commencement of each calendar year, Landlord shall send to Tenant a written estimate of Tenant's Share of Common Area Expenses and Tenant's Share of Building Area Expenses for such calendar year. Tenant shall pay its estimated shares in equal monthly installments, in advance, on or before the first day of each month. Within ninety (90) days after the end of each calendar year (or such time period as Landlord shall select), Landlord shall furnish to Tenant a statement showing in reasonable detail the actual Building Area Expenses and Common Area Expenses incurred for the period in question and the parties shall, within thirty (30) days thereafter, make payment or allowance as necessary to adjust Tenant's estimated payments to the actual Tenant's Share of Building Area Expenses and Tenant's Share of Common Area Expenses as shown by the applicable periodic statements submitted to Tenant by Landlord.

(c) If Landlord shall determine at any time or from time to time that the estimate of Tenant's Share of Building Area Expenses or Tenant's Share of Common Area Expenses for the current calendar year is, or will become inadequate to meet Tenant's share of such expenses for any reason, Landlord shall determine the approximate amount of such inadequacy and issue a supplemental estimate as to Tenant's share of such expenses along with Landlord's calculations showing the actual or potential inadequacy, and Tenant shall pay said increase in the estimated Tenant's share of such expenses as reflected by such supplemental estimate. Nothing in this Section 4.2(c) shall limit Tenant's audit rights under Section 4.2(f).

(d) Landlord shall keep or cause to be kept books covering Building Area Expenses and Common Area Expenses and showing the method of calculating Tenant's Share of Building Area Expenses and Tenant's Share of Common Area Expenses, and the allocation of costs and expenses among buildings (including the areas surrounding such buildings), and shall preserve for at least twelve (12) months after the close of each calendar year all vouchers, invoices, statements or payroll records and other papers evidencing said costs and expenses for the calendar year.

(e) The term "Building Area Expenses," as used herein, shall include Tax Costs and costs and expenses incurred by Landlord respect to the interior of the Building including without limitation in connection with performing the maintenance obligations described in Section 7.1 with respect to the interior of the Building and systems exclusively serving the Building, including without limitation HVAC equipment, fire detection systems, including sprinkler systems plumbing systems, electrical systems, loading dock areas and loading dock doors. For clarification, the Building Area Expenses shall include one hundred percent (100%) of the Tax Costs with respect to the tax parcel(s) on which the Building is located..

(f) The term "Common Area Expenses," as used herein, shall mean all costs and expenses incurred by Landlord, within its sole discretion, in connection with the operation, maintenance, repair, restoration, replacement, and/or renewal of the Project, its components, and all surrounding areas, including parking lots and Tenant's Parking Area. Such costs and expenses shall include, but not be limited to, costs and expenses incurred by Landlord to maintain, repair, replace, restore, and/or renew any of the following: exterior paint; roofs; asphalt paving; bumpers; striping, driveways; sweeping, lighting systems, lighting fixtures; signs; perimeter walls; retaining walls; sidewalks; landscaping; planters, and sprinkler systems. In addition, such costs and expenses shall include, but not be limited to, any and all charges and/or fees for services furnished to the Project; amounts necessary to establish reasonable reserves for maintenance, repair, restoration, replacement, and/or renewal of improvements, equipment and supplies; costs of compliance with laws, rules, and regulations enacted or adopted after the date of this Lease; employment of such personnel as Landlord, in its reasonable discretion, deems reasonably necessary to direct parking and police the Project and surrounding areas; depreciation of machinery and equipment used in connection with the maintenance and operation of the Project; depreciation of improvements to cover the costs of replacement and reconstruction thereof from time to time, as needed; salaries and wages paid in connection with the operation, maintenance, repair, restoration, replacement, and/or renewal of the Building and surrounding areas; the cost of unemployment insurance, workers' compensation insurance and other employee costs in connection with the operation, maintenance, repair, restoration, replacement, and/or renewal of the Building and surrounding areas; all amounts expended by Landlord on bookkeeping, accounting and legal services provided in connection with the operation, maintenance, repair, restoration, replacement, and/or renewal of the Building and surrounding areas; payments under CC&R's affecting the Project; environmental monitoring and insurance programs; Insurance Costs; the cost of Landlord's performing the maintenance obligations described in Section 7.1 with respect to the exterior of the Building (and the cost of maintaining the exterior of other buildings in the Project), including replacements; and any other item(s) reasonably necessary, within Landlord's sole discretion, to properly operate, maintain, repair, restore, replace and/or renew the Project and surrounding areas within the Project, including a management fee sufficient to cover Landlord's management, overhead and administrative expenses. The management fee included in Common Area Expenses payable by Tenant shall not exceed an amount equal to 3% of gross revenues from this Lease. Landlord shall use standard accounting practices consistently applied as determined by Landlord and Landlord shall allocate costs and expenses among buildings (and surrounding areas) in

the Project and among the Building Area Expenses and Common Area Expenses in Landlord's reasonable judgment. Any such allocation made by Landlord shall be conclusive and binding on Tenant, absent manifest error shown by clear and convincing evidence. In addition, Landlord shall have the right from time to time, in its reasonable discretion, to include or exclude existing or future buildings in the Project for purposes of determining Operating Expenses.

(g) The term "Insurance Costs" as used herein shall mean all costs and expenses for insurance for the Project, including, but not limited to, public liability, fire, property damage, earthquake, flood, rental loss, rent continuation, boiler machinery, business interruption, contractual indemnification and special causes of loss coverage insurance for up to the full replacement cost of the Project and such other insurance as is customarily carried by operators of other comparable properties, to the extent carried by Landlord in its discretion, and the deductible portion of any insured loss otherwise covered by such insurance; provided that if Landlord elects to self-insure or includes the Project under blanket insurance policies covering multiple properties, then the cost included in Insurance Costs shall include the portion of the reasonable cost of such self-insurance or blanket insurance that is allocated to the Project.

(h) The term "Tax Costs" as used herein means all real property taxes paid by Landlord under Section 10.1 of this Lease and all reasonable and customary fees payable to tax consultants and attorneys for consultation and contesting real property taxes.

(i) The inclusion of the improvements, facilities and services set forth in the definition of Building Area Expenses or Common Area Expenses (collectively, "Operating Expenses") shall not be deemed to impose an obligation upon Landlord to either have said improvements or facilities or to provide those services unless the Project already has the same, Landlord already provides the services, or Landlord has agreed elsewhere in this Lease to provide the same or some of them. Without limiting the generality of the foregoing, Tenant shall contract directly with a waste management company and pay for its own trash removal service.

(j) If Tenant disputes the amount of Tenant's Share of Operating Expenses stated in the statement for that year (the "Statement"), Tenant may, at its sole expense, designate, within thirty (30) days after receipt of that Statement, an independent certified public accountant acceptable to Landlord to inspect Landlord's records. Tenant is not entitled to request that inspection, however, if Tenant is then in monetary default under this Lease after the expiration of all applicable notice and cure periods. The accountant must be a member of a nationally recognized accounting firm and must not charge a fee based on the amount of Tenant's Share of Operating Expenses that the accountant is able to save Tenant by the inspection. Tenant must give reasonable notice to Landlord of the request for inspection, and the inspection must be conducted in Landlord's offices at a reasonable time or times and must be concluded within ninety (90) days after Tenant's receipt of that Statement. Tenant may only cause one inspection of each Statement. If, after that inspection, Tenant still disputes the Tenant's Share of Operating Expenses, a certification of the proper amount shall be made, at Tenant's

expense, by Landlord's independent certified public accountant. That certification shall be final and conclusive. If Tenant fails to designate an accountant meeting the requirements of this Section 4.2(h) within thirty (30) days after receipt of that Statement or fails to complete such inspection within ninety (90) days after Tenant's receipt of that Statement, that Statement shall be deemed conclusive and binding on Tenant. As a condition precedent to any inspection by Tenant's accountant, (y) Tenant and such accountant shall enter into Landlord's standard form audit agreement, and (z) Tenant shall deliver to Landlord a copy of Tenant's written agreement with such accountant, which agreement shall include provisions which state that (i) Landlord is an intended third party beneficiary of such agreement, (ii) such accountant will prepare written findings of its inspection and shall deliver a copy of the same to Landlord, (iii) such accountant will not in any manner solicit or agree to represent any other tenant of the Project with respect to an audit or other review of Landlord's accounting records at the Project, and (iv) such accountant shall maintain in strict confidence any and all information obtained in connection with the review and shall not disclose such information to any person or entity other than to the management personnel of Tenant. An overcharge of Operating Expenses by Landlord shall not entitle Tenant to terminate this Lease.

(k) Landlord and Tenant shall promptly adjust between them by appropriate cash payment any balance determined to exist with respect to Tenant's Share of Operating Expenses after the end of the calendar year in which this Lease terminates, prorating for any partial year involved.

(l) Operating Expenses shall not include the cost of replacing the roof or roof membrane, except to the extent that replacement is required due to damage caused by Tenant or Tenant's officers, agents, employees, contractors, subtenants or invitees.

(m) Certain Capital Items. As used herein, the term "Capital Item" means an item, the cost of which under generally accepted accounting principles, consistently applied, must be capitalized and not expensed. As used herein, the term "Amortized Capital Cost" means a repair, maintenance, replacement, alteration or improvement which (a) is a Capital Item, and (b) either (i) costs \$5,000.00 or more with respect to a single Capital Item or (ii) has a cost that when added to other Capital Items which are not Amortized Capital Costs would cause the amount of costs for Capital Items that are not Amortized Capital Costs and that are paid by Tenant as Operating Expenses to exceed \$20,000.00 in any calendar year. As used herein, the term "Useful Life" means the useful life of the particular Capital Item determined under generally accepted industry standards. As to each Operating Cost otherwise payable by Tenant pursuant to this Lease that is an Amortized Capital Cost, the Amortized Capital Cost shall be included in Operating Expenses in a monthly amount (the "Monthly Recovery Amount") which equals the monthly amount that would fully amortize a loan having a principal balance equal to the Amortized Capital Cost and an interest rate equal to seven percent (7%) per annum in equal monthly payments over the number of months in the Useful Life of the applicable Capital Item. Commencing on the first day of the calendar month after the calendar month in which the applicable Capital Item is completed and on the first day of each month thereafter until the earlier of (A) the expiration of the term of the Lease, or (B) the expiration of the number of months in the item's Useful Life used to calculate the

Monthly Recovery Amount, Tenant shall pay Landlord as part of Operating Expenses an amount equal the Monthly Recovery Amount as to each Amortized Capital Cost. In the event that Tenant exercises an option to extend pursuant to Section 39, then with respect to Amortized Capital Costs, as to which it has not made a Monthly Recovery Amount payment for the number of months in the Useful Life of the applicable Capital Item, Tenant shall pay during the applicable Lease Option a Monthly Recovery Amount until it has made monthly payments for the number of months in the Useful Life of the applicable Capital Item, taking into account all prior Monthly Recovery Amount payments made by Tenant for that applicable Capital Item.

5. Security Deposit. Upon signing this Lease, Tenant shall pay to Landlord the Security Deposit Amount as a security deposit (the "Security Deposit"). The Security Deposit shall be held by Landlord as security for the performance by Tenant of all of the covenants of this Lease to be performed by Tenant and Tenant shall not be entitled to interest thereon. The Security Deposit is not an advance Rent deposit, an advance payment of any other kind, or a measure of Landlord's damages in any case of Tenant's default. If Tenant fails to perform any of the covenants of this Lease to be performed by Tenant, including without limitation the provisions relating to payment of Rent, the removal of property at the end of the Term, the repair of damage to the Premises caused by Tenant, and the cleaning of the Premises upon termination of the tenancy created hereby, then Landlord shall have the right, but no obligation, to apply the Security Deposit, or so much thereof as may be necessary, for the payment of any Rent or any other sum in default and/or to cure any other such failure by Tenant. If Landlord applies the Security Deposit or any part thereof for payment of such amounts or to cure any such other failure by Tenant, then Tenant shall pay to Landlord the sum necessary to restore the Security Deposit to the full amount then required by this Section 5 within three (3) business days after demand. Landlord's obligations with respect to the Security Deposit are those of a debtor and not a trustee. Landlord shall not be required to maintain the Security Deposit separate and apart from Landlord's general or other funds and Landlord may commingle the Security Deposit with any of Landlord's general or other funds. Upon termination of the original Landlord's or any successor owner's interest in the Premises or the Building, the original Landlord or such successor owner shall be released from further liability with respect to the Security Deposit upon the original Landlord's or such successor owner's complying with California Civil Code Section 1950.7. Subject to the foregoing, Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, and all other provisions of law, now or hereafter in force, which (a) establish a time frame within which a landlord must refund a security deposit under a lease, and/or (b) provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other loss or damage caused by the default of Tenant under this Lease, including without limitation all damages or Rent due upon termination of this Lease pursuant to Section 1951.2 of the California Civil Code. If Tenant performs every provision of this Lease to be performed by Tenant, the unused portion of the Security Deposit shall be returned to Tenant or the last assignee of Tenant's interest under this Lease within thirty (30) days following expiration or termination of the Term of this Lease. Subject to the remaining terms of this Section 5, and provided no Event of Default has occurred under this Lease during the period from the Commencement Date through the last day of the 24th month of the Term, Tenant shall have the right to reduce the amount of the Security Deposit so that the new Security

Deposit amount shall be \$49,218.84 effective as of the first day of the 25th month of the Term. If Tenant is entitled to a reduction in the Security Deposit, Tenant shall provide Landlord with written notice requesting that the Security Deposit be reduced as provided above and the excess portion of the Security Deposit be applied to payment of Base Rent (the "Reduction Notice"). If Tenant provides Landlord with a Reduction Notice, and Tenant is entitled to reduce the Security Deposit as provided herein, Landlord shall apply the applicable portion of the Security Deposit to Base Rent.

6. Use.

6.1 Use. The Premises shall be used and occupied only for the Permitted Use and for no other purpose. Tenant shall be solely responsible for (a) determining if and to the extent Tenant's use is permitted by applicable laws and regulations and (b) obtaining and maintaining all permits and licenses required by applicable laws and regulations for such use. Notwithstanding anything to the contrary contained in this Lease, in no event shall the Premises be used for any purpose or in any manner which violates any easements, covenants, conditions and restrictions encumbering the Premises, and Tenant shall, at its sole cost and expense, comply with the provisions of any such easements, covenants, conditions and restrictions as the same relate to Tenant's use and occupancy of the Premises and Project. Tenant shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs owners and/or occupants of, or causes damage to neighboring properties.

6.2 Compliance with Law.

(a) Landlord warrants to Tenant to Landlord's actual knowledge that the interior improvements in the Premises existing on the date of this Lease did not violate any applicable building code, regulation or ordinance including without limitation the Americans with Disabilities Act in effect and generally enforced at the time permits for such improvements were issued. In the event it is determined that this warranty has been violated, then as Tenant's sole and exclusive remedy, it shall be the obligation of the Landlord, after written notice from Tenant setting forth in reasonable detail the nature and extent of the failure to comply with that warranty, to promptly, at Landlord's sole cost and expense, rectify any such violation to the extent that Tenant's use and enjoyment of the Premises are impaired thereby; provided, however, that if Tenant does not give to Landlord written notice of the violation of this warranty within thirty (30) days from the Commencement Date, such violation shall be deemed to have been waived by the Tenant and the correction of same shall be the obligation of Tenant at Tenant's sole cost. Notwithstanding the foregoing, Landlord shall have the right to contest any alleged violation in good faith, including without limitation the right to apply for and obtain a waiver or deferment of compliance, the right to assert any and all defenses allowed by applicable law and the right to appeal any decisions, judgments or rulings to the fullest extent permitted by applicable law.

(b) Landlord shall, as part of Operating Expenses, comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements that impose any obligation with respect to the Common Area, but only to the extent (i) the same are applicable to Landlord and the Building, (ii) Landlord is required by the

applicable governmental authority to take such action, (iii) such action is not the result of a "Trigger Event" (as defined below), and (iv) Landlord's failure to comply therewith would prohibit Tenant from obtaining or maintaining a certificate of occupancy (or its legal equivalent) for the Premises, or would unreasonably and materially affect the safety of Tenant's employees or create a significant health hazard for Tenant's employees or otherwise materially and adversely affect Tenant's use or occupancy of the Premises.

(c) Tenant shall, at Tenant's expense, comply promptly with all covenants or restrictions of record, and any applicable building code, regulation, law ordinance, including, without limitation, the American with Disabilities Act, and requirements of any fire insurance underwriters or rating bureaus, now in effect or which may hereafter come into effect, whether or not they reflect a change in policy from that now existing, during the term or any part of the term hereof, relating in any manner to the Project or the occupation and use by Tenant of the Premises or the Project, including without limitation any governmental requirements or executive orders that Tenant temporarily or indefinitely cease its operations and/or prohibit or reduce Tenant's use of the Premises (the "Applicable Requirements"). Tenant shall not use nor permit the use of the Premises or the Common Areas in any manner that will tend to create waste or a nuisance or shall tend to disturb other occupants of the Project. Tenant shall also be responsible for the cost of compliance with all Applicable Requirements that impose any fee (including without limitation any impact fees), obligation, order or duty on Landlord or Tenant in respect of the Common Area, the Project, or the Building, arising from or related to: (i) Tenant's use of the Premises for other than standard warehouse use; (ii) the manner of conduct of Tenant's business or operation of its installations, equipment or other property (for other than standard warehouse uses); (iii) any cause or condition created by or at the instance of Tenant including without limitation any improvement of or alteration to the Premises; or (iv) breach of any of Tenant's obligations hereunder (each, a "Trigger Event"); and Tenant shall pay all fees, costs, expenses, fines, penalties and damages imposed upon Landlord by reason of or arising out of Tenant's failure to fully and promptly comply with and observe the provision of this Section 6.2. Where Tenant's compliance as required by this Section 6.2 necessitates action by Tenant for which this Lease requires Landlord's consent, Tenant shall obtain such consent before taking such actions and Landlord shall not unreasonably withhold or delay that consent. Tenant shall, within ten (10) days after receipt of Landlord's written request, provide Landlord with copies of all permits and other documents, and other information evidencing Tenant's compliance with any Applicable Requirements specified by Landlord, and shall immediately upon receipt by Tenant, notify Landlord in writing (and immediately provide to Landlord copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Tenant or the Premises to comply with any Applicable Requirements.

(d) Pursuant to California Civil Code Section 1938, Tenant is hereby notified that, as of the date hereof, the Project has not undergone an inspection by a "Certified Access Specialist" and except to the extent expressly set forth in this Lease, Landlord shall have no liability or responsibility to make any repairs or modifications to the Premises or the Project in order to comply with accessibility standards. The following disclosure is hereby made pursuant to applicable California law: "A Certified Access

Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." Tenant acknowledges that Landlord has made no representation regarding compliance of the Premises or the Project with accessibility standards, except as provided in Section 6.2(a). Any CASp inspection shall be conducted in compliance with reasonable rules in effect at the Building with regard to such inspections and shall be subject to Landlord's prior written consent.

6.3 Conditions of Premises.

(a) Landlord shall deliver the Premises to Tenant clean and free of debris on the Commencement Date (unless Tenant is already in possession) and Landlord certifies to Tenant to Landlord's actual knowledge that the plumbing, lighting, air conditioning, heating, ventilation, and loading doors/dock levelers in the Premises other than those portions constructed by Tenant shall be in good operating condition on the Commencement Date. In the event that it is determined that this certification has been violated, then, as Tenant's sole and exclusive remedy, Landlord shall, as Landlord's sole obligation with respect to such matter, promptly after receipt of written notice from Tenant setting forth with specificity the nature of the violation, rectify such violation at Landlord's sole cost. Tenant's failure to give such written notice to Landlord within (i) twelve (12) months after the Commencement Date with respect to the HVAC units and (ii) thirty (30) days after the Commencement Date with respect to all other systems described above in this Section 6.3(a) shall cause the conclusive presumption that Landlord has complied with all of Landlord's obligations hereunder.

(b) Except as otherwise provided in this Lease, Tenant hereby accepts the Premises in their "As Is" condition existing as of the Commencement Date or the date that Tenant takes possession of the Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants, easements or restrictions of record and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor Landlord's agent has made any representation or warranty as to the present or future suitability of the Premises for the conduct of Tenant's business.

(c) On or before the Commencement Date, Landlord will repair all existing HVAC units that are less than twelve (12) years old and replace all HVAC units that are twelve (12) years or older. The replacement of the applicable HVAC units will be performed in compliance with all Applicable Requirements. Landlord shall provide Tenant upon request with copies of the service, maintenance, repair and inspection

records, and any warranties for the HVAC units serving the Premises that are in Landlord's possession or control.

7. Maintenance, Repairs, Alterations and Common Area Services.

7.1 Landlord's Obligations. Subject to the provisions of Sections 4.2 (Operating Expenses), 6 (Use), 7.2 (Tenant's Obligations) 7.5, (Condition of Premises Upon Termination) and 9 (Damage or Destruction) and except for damage caused by Tenant, Tenant's employees, suppliers, shippers, customers, or invitees, in which event Tenant shall repair the damage, Landlord, at Landlord's expense, subject to reimbursement pursuant to Section 4.2, shall keep in good condition and repair the structural foundations, exterior walls, structural condition of interior bearing walls, and roof of the Premises, as well as the parking lots, walkways, driveways, landscaping, fences, signs and utility installations of the Common Areas and all parts thereof. Landlord shall not, however, be obligated to paint the interior surface of exterior walls, nor shall Landlord be required to maintain, repair or replace windows, doors or plate glass of the Premises, or to maintain or repair anything required to be maintained by Tenant under Section 7.2. Tenant acknowledges that the floor slab is not a structural element of the Premises. The term "walls" as used in this Section 7.1 shall not include windows, glass or plate glass, doors or overhead doors, special storefronts, dock bumpers, dock plates or levelers, or office entries. Landlord shall have no obligation to make repairs under this Section 7.1 until a reasonable time after receipt of written notice from Tenant of the need for such repairs. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense (including, without limitation, the provisions of California Civil Code Section 1942 and any successive sections or statutes of a similar nature) or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair. Landlord shall not be liable for damages or loss of any kind or nature by reason of Landlord's failure to furnish any Common Area services when such failure is caused by accident, breakage, repairs, strikes, lockout, or other labor disturbances or disputes of any character, acts of God, governmental action or inaction, or by any other cause, whether similar or dissimilar, beyond the reasonable control of Landlord. In addition, in the event of the failure of any said Common Area services, Tenant shall not be entitled to any abatement or reduction of Rent, no eviction of Tenant shall result, and Tenant shall not be relieved from the performance of any covenant or agreement in this Lease. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the Common Area services. In the event of any stoppage or interruption of Common Area services, Landlord shall diligently attempt to resume such Common Area service as promptly as practicable. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future law, ordinance or governmental regulation permitting the termination of this Lease due to an interruption, failure or inability to provide any Common Area services. Without limiting the generality of the foregoing and notwithstanding anything to the contrary in this Lease, Tenant's obligation to pay rent and other amounts due under this Lease shall not be abated or limited in the event Tenant's use of the Premises, the Building, and/or the Project is actually prevented, limited or impaired by order or direction of a governmental authority that applies to Tenant. Subject to the provisions of Section 9 (Damage or Destruction) and except as expressly provided herein, it is the intent of Landlord and Tenant that Landlord shall have no obligation to repair and

maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Tenant.

7.2 Tenant's Obligations.

(a) Subject to the provisions of Sections 6 (Use), 7.1 (Landlord's Obligations), and 9 (Damage or Destruction), Tenant, at Tenant's expense, shall keep in good order, condition and repair the Premises and every part thereof (whether or not the portion of the Premises requiring repairs, or the means of repairing the same are reasonably or readily accessible to Tenant, and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises) including, without limiting the generality of the foregoing, any and all floor slabs, floor coverings, plumbing, heating, ventilating and air conditioning systems, electrical and lighting facilities and equipment serving the Premises, fixtures, interior walls and interior surfaces of exterior walls, ceilings, windows, doors, plate glass, and skylights located within the Premises, loading dock areas and doors, entry areas, fences and signs. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, and shall maintain, with providers reasonably approved by Landlord, such preventative maintenance contracts as Landlord reasonably requires, including without limitation a maintenance contract for the heating, ventilating and air conditioning system serving the Premises. Without limiting the foregoing, Tenant shall provide copies of quarterly and annual preventative maintenance records as well as copies of all HVAC repair invoices and proposals. Landlord reserves the right to procure and maintain the ventilating and air conditioning system maintenance contract and if Landlord so elects, Tenant shall reimburse Landlord, upon demand for the cost thereof, together with an accounting and management fee of ten percent (10%) of the cost of such services. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair, and otherwise in the condition required under this Lease.

(b) If Tenant fails to perform Tenant's obligations under this Section 7.2 or under any other Section of this Lease, and Tenant fails to promptly commence to perform such obligations and to diligently prosecute performance to completion, Landlord may enter upon the Premises after ten (10) days' prior written notice to Tenant (except in the case of emergency, in which no notice shall be required) and perform such obligations on Tenant's behalf and put the Premises in good order, condition and repair, and the cost thereof together with interest thereon at the Interest Rate (as defined below) shall be due and payable as Additional Rent to Landlord together with Tenant's next Base Rent installment.

(c) On the last day of the Term, or on any sooner termination, Tenant shall surrender the Premises to Landlord in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices. Tenant shall repair any damage to the Premises occasioned by the installation or removal of Tenant's trade fixtures, alterations, furnishings and

equipment. Notwithstanding anything to the contrary otherwise stated in this Lease, Tenant shall leave the air lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing and fencing on the Premises in good operating condition.

(d) Subject to Tenant's indemnification of Landlord as set forth in Section 8.1 below, and without relieving Tenant of liability resulting from Tenant's failure to exercise and perform good maintenance practices, if an HVAC unit cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such unit, then such item shall be replaced by Landlord, and the cost thereof shall be prorated between the Landlord and Tenant and Tenant shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is the number of months in the useful life of the HVAC unit. Tenant shall pay interest on the unamortized balance at an annual rate of 7%, but may prepay its obligation at any time.

7.3 Alterations and Additions.

(a) Tenant shall not, without Landlord's prior written consent make any alterations, improvements, additions, or Utility Installations in, on or about the Premises, or the Project, except for nonstructural alterations to the Premises not exceeding \$10,000.00 in cumulative costs, during the Term. In any event, whether or not in excess of \$10,000.00 in cumulative cost, Tenant shall not engage in subsurface excavation or other subsurface activities of any kind at the Project and shall make no change or alteration to the exterior of the Premises nor the exterior of the Building nor the Project without Landlord's prior written consent, which consent Landlord may withhold in its sole discretion. As used in this Section 7.3 the term "Utility Installation" shall mean carpeting, window coverings, air lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing, and fencing. Landlord may require that Tenant remove any or all of said alterations, improvements, additions or Utility Installations at the expiration or earlier termination of the term, and restore the Premises and the Project to their prior condition. Landlord may require Tenant to provide Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure Landlord against any liability for mechanic's and materialmen's liens and to insure completion of the work. Should Tenant make any alterations, improvements, additions or Utility Installations without the prior approval of Landlord, Landlord may, at any time during the term of the Lease and without limitation on Landlord's other rights and remedies, require that Tenant remove any or all of the same. Without limiting Landlord's approval rights, all alterations, improvements, additions or Utility Installations affecting the roof shall utilize roof penetration specifications designated by Landlord.

(b) Any alterations, improvements, additions, or Utility Installations made by Tenant during the term of this Lease shall be done in a good and workmanlike manner and of good and sufficient materials, and Tenant shall, within thirty (30) days after completion of such alteration, improvements, addition or Utility Installation,

provide Landlord with as-built plans and specifications for same. Notwithstanding anything contained in this Lease to the contrary, Sections 7.3(d)(i)(bb) and (cc) shall apply to non-structural alterations, improvements, additions or Utility Installations not exceeding \$10,000.00 in cost.

(c) Any alterations, improvements, additions or Utility Installations in or about the Premises or the Project that Tenant shall desire to make and which require the consent of the Landlord shall be presented to Landlord in written form, with proposed detailed plans. If Landlord shall give its consent, the consent shall be conditioned upon Tenant acquiring a permit to do so from appropriate governmental agencies, the furnishing of a copy thereof to Landlord prior to the commencement of the work and the compliance by Tenant of all conditions of said permit in a prompt and expeditious manner and upon satisfaction of all of the requirements set forth in Section 7.3(d) below.

(d) For any additions, alterations, improvements, or Utility Installations requiring Landlord's prior written consent:

(i) Tenant shall:

(aa) Request Landlord's approval in writing at least thirty (30) days prior to proposed construction

(bb) Employ a California licensed architect, contractor and structural engineer in connection with the proposed construction.

(cc) Be fully responsible for the acts of Tenant's consultants, employees, contractors, subcontractors, invitees and agents, and cause them to fully comply with any applicable terms of this Lease and documents referred to by this Lease and all Applicable Requirements.

(dd) Enter into written agreements with an architect and general contractor on standard American Institute of Architects (AIA) form or reasonable equivalent for the contract itself as well as payment schedules, change orders, etc. Copies of executed agreements will be forwarded to Landlord within five (5) days of execution. Tenant's contracts with its contractor(s) shall provide for a guaranteed maximum price or a stipulated sum as the contract amount and shall be fully executed and delivered by Tenant and Tenant's contractor(s) prior to the commencement of construction.

(ee) Cause to be obtained an applicable building permit for any and all construction and modifications prior to the commencement of construction, and construct the additions and alterations and perform the construction work in accordance with all Applicable Requirements, including without limitation the Americans With Disabilities Act and California Energy Code, Title 24.

(ii) Tenant's architect shall:

- (aa) Be licensed by the State of California.
- (bb) Design and specify within the parameters of the building work letter (if any) and approved building specifications (if any) or have received specific written exceptions from Landlord.
- (cc) Secure Landlord's written approval before submitting plans to the general contractor for bidding or to governmental agencies for approval.
- (dd) Secure Landlord's written approval of any changes or alternates to the plans recommended by the general contractor or required by governmental agencies.
- (ee) Submit a copy of the final application for permit and issued permit to Landlord.
- (ff) Incorporate the building standard details (if any) supplied by Landlord onto the drawings.
- (gg) Submit final plans for Landlord's written approval prior to construction.
- (hh) Be available for final inspection with Landlord at job completion.
- (ii) Secure Landlord's written approval of details of any changes in specifications or finishes during construction.
- (jj) Provide samples and specifications as required by Landlord.
- (kk) Sign off on the as-built drawings as the Architect's certification that the improvements have, in fact, been built as per the Architect's design.
- (iii) Tenant's general contractor and/or subcontractors shall:
 - (aa) Be licensed by the State of California.
 - (bb) Have substantial experience providing similar quality and quantity of improvements. Work history shall be provided to Landlord prior to being awarded contract.
 - (cc) Have a bonding capacity equal to or exceeding the valuation of the job. Landlord may, at its sole option, require the job to be bonded.

(dd) Provide a construction schedule to Landlord prior to commencement of work and weekly written progress reports.

(ee) Warrant the general contractor's work and that of the general contractor's subcontractors, for a minimum of one (1) year.

(ff) Provide Landlord with as-built drawings of all improvements.

(iv) All approvals by Landlord, as herein provided for, in this Section 7.5 except as otherwise provided shall not be unreasonably withheld. All requests to be submitted to Landlord shall be submitted through Landlord's managing agent. If Landlord shall give its consent, the consent shall be deemed conditioned upon the compliance by Tenant in a prompt and expeditious manner of all conditions of all permits obtained pursuant to Section 7.3(d).

(e) Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises, or the Project, or any interest therein. Tenant shall give Landlord not less than thirty (30) days' notice prior to the commencement of any work in the Premises, and Landlord shall have the right to post notices of non-responsibility in or on the Premises or the Building as provided by law. If Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense defend itself and Landlord against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Landlord or the Premises or the Project, upon the condition that if Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to such contested lien claim or demand indemnifying Landlord against liability for the same and holding the Premises and the Project free from the effect of such lien or claim. In addition, Landlord may require Tenant to pay Landlord's attorneys' fees and costs in participating in such action.

(f) All alterations, improvements, additions and Utility Installations (whether or not such Utility Installations constitute trade fixtures of Tenant), which may be made on the Premises, shall be the property of Landlord and shall remain upon and be surrendered with the Premises at the expiration or earlier termination of the Lease term, unless Landlord requires their removal pursuant to Section 7.3(a). Notwithstanding the provisions of this Section 7.3(f), Tenant's machinery and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, and other than Utility Installations, shall remain the property of Tenant and may be removed by Tenant subject to the provisions of Section 7.2.

(g) In addition to the requirements of Section 8.2 of this Lease, during such times as Tenant is performing work or having work or services performed in or to the Premises, Tenant shall require its contractors, and their subcontractors of all tiers, to obtain and maintain commercial general liability, automobile, workers compensation,

employer's liability, builder's risk, and equipment/property insurance in such amounts and on such terms as are customarily required of such contractors and subcontractors on similar projects. The amounts and terms of all such insurance are subject to Landlord's written approval, which approval shall not be unreasonably withheld or delayed. The commercial general liability and auto insurance carried by Tenant's contractors and their subcontractors of all tiers pursuant to this section shall name Landlord, Landlord's managing agent, and such other Persons as Landlord may reasonably request from time to time as additional insureds with respect to liability arising out of or related to their work or services (collectively, "Additional Insureds"). Such insurance shall provide primary coverage without contribution from any other insurance carried by or for the benefit of Landlord, Landlord's managing agent, or other Additional Insureds. Such insurance shall also waive any right of subrogation against each Additional Insured. Tenant shall obtain and submit to Landlord, prior to the earlier of (i) the entry onto the Premises by such contractors or subcontractors or (ii) commencement of the work or services, certificates of insurance evidencing compliance with the requirements of this section.

7.4 Utility Additions. Landlord reserves the right to install new or additional utility facilities throughout the Building and the Common Areas for the benefit of Landlord or Tenant, or any other tenant of the Project, including, but not by way of limitation, such utilities as plumbing, electrical systems, security systems, communication systems, and fire protection and detection systems, and may enter the Premises for the purpose of doing so. Except in the case of emergency, Landlord shall provide Tenant with 48 hours' prior written notice of Landlord's intent to enter the Premises pursuant to this Section 7.4.

7.5 Condition of Premises Upon Termination; Additional Use Provisions.

(a) Tenant shall maintain the Premises as provided in Section 7.2 and in accordance with the requirements of any covenants or restrictions as may from time to time be applicable to the Premises. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices and any damage or deterioration shall not be deemed "ordinary wear and tear" if the same could have been prevented by good maintenance practice. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Subject to the restrictions set forth in Sections 7.3(a) and 47.4, but notwithstanding any other provision in the Lease to the contrary, Tenant shall make all repairs whatsoever on the Premises necessitated by the negligence, misconduct or fault of Tenant, or its agents, licensees, contractors or invitees.

(b) If the Term exceeds five (5) years and four (4) months, Landlord shall have the right to require Tenant to repaint the interior of the improvements every four (4) to six (6) years, but not more often than once every five (5) years, as reasonably necessary. If Tenant occupies the entire Building and the Term exceeds five (5) years, Landlord shall also have the right to require Tenant to repaint the exterior of the improvements every four (4) to six (6) years.

(c) Notwithstanding anything to the contrary in Section 7.2 of this Lease, upon termination of this Lease, Tenant shall leave all plumbing, heating (including space heaters), air conditioning, electrical and mechanical systems, on the Premises and in good condition and operating order, and Tenant shall upon demand pay to Landlord that portion of the cost to restore such items to good condition and operating order as may be reasonably allocable to Tenant's tenancy.

(d) Notwithstanding anything to the contrary contained in this Lease, the Premises shall not be used for the warehousing or distribution of hazardous or explosive products, substances or materials.

8. Insurance; Indemnity.

8.1 Indemnity. Tenant hereby agrees to indemnify, defend and hold harmless Landlord, its successors, assigns, subsidiaries, directors, officers, agents and employees from and against any and all damage, loss, liability or expense (including, but not limited to, attorneys' fees and legal costs) suffered by same directly or by reason of any claim, suit or judgment brought by or in favor of any person or persons for damage, loss, liability or expense due to, but not limited to, bodily injury, (including, but not limited to, death resulting anytime therefrom, and property damage sustained by such person or persons or Remediation (as defined in Section 47.3 below) which occur on the Premises or which arise out of, are occasioned by or in any way attributable to the use or occupancy of the Premises or the Common Areas by Tenant, or the acts or omission of Tenant, its agents, employees or any other contractors or invitees brought onto said Premises by the Tenant, or which result from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, except to the extent caused by the negligence or willful misconduct of Landlord, its employees, and agents and not insured (or required to be insured) by Tenant under this Lease. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend same at Tenant's expense by counsel satisfactory to Landlord. Such loss or damage shall include, but not be limited to, any injury or damage to Landlord's personnel (including death resulting anytime therefrom) on the Premises. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the Building or the Project. Tenant agrees that the obligations assumed herein shall survive the termination of this Lease.

8.2 Tenant's Insurance. Tenant hereby agrees to maintain in full force and effect at all times during the term of this Lease, at Tenant's own expense, for the protection of Tenant, Landlord and Landlord's property manager, as their interest may appear, policies of insurance issued by a responsible carrier or carriers which afford the following coverages:

- (a) Workers' Compensation with statutory limits.
- (b) Employers' Liability insurance with the following minimum limits:

Bodily injury by disease per person	\$1,000,000
Bodily injury by accident policy limit	\$1,000,000
Bodily injury by disease policy limit	\$1,000,000

(c) Property insurance on a special causes of loss insurance form covering any and all personal property of Tenant including but not limited to improvements, betterments, furniture, fixtures, Utility Installations, and equipment in an amount not less than their full replacement cost, with a deductible not to exceed \$10,000. This policy should contain a waiver of subrogation.

(d) Commercial General Liability Insurance including Broad Form Property Damage and Contractual Liability (with an "Additional Insured-Managers or Lessors of Premises Endorsement" and an "Amendment of the Pollution Exclusion Endorsement") with the following minimum limits:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Medical Payments	\$5,000 per person

(e) Umbrella/Excess Liability on a following form basis with the following minimum limits:

General Aggregate	\$10,000,000
Each Occurrence	\$10,000,000

(f) Loss of income and extra expense insurance in amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent tenants in the business of Tenant or attributable to prevention of access to the Premises as a result of such perils.

(g) Business auto liability insurance having a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and insuring Tenant against liability for claims arising out of ownership, maintenance or use of any owned, hired or non-owned automobiles.

The limits of said insurance in this Section 8.2 shall not, however, limit the liability of Tenant hereunder.

8.3 Landlord's Insurance. Landlord shall, at all times during the term of this Lease, maintain the following insurance (which may be provided through self-insurance or under blanket insurance policies), subject to such deductibles as Landlord determines:

(a) a policy or policies of special causes of loss insurance form property insurance, issued by and binding upon some solvent insurance company, insuring for the full replacement cost of the Building. Without limiting the waiver of subrogation in Section 8.7, Landlord shall not be obligated to insure, and shall not assume any liability or risk of loss for, any of Tenant's furniture, equipment, machinery, goods, supplies, utility installations, improvements, or alterations upon the Premises. This policy shall contain an agreed amount endorsement and be written with no

coinsurance. Landlord may, but shall not be obligated to, obtain earthquake , terrorism and flood insurance.

(b) Rent insurance on an all-risk basis in an amount equal to all Rent that is called for under Section 4 of this Lease (Base Rent and any Additional Rents payable under this Lease including tax and insurance costs) for a period of at least twelve (12) months commencing with the date of loss.

(c) Boiler and machinery insurance in an amount satisfactory to Landlord on a comprehensive coverage form.

8.4 General Insurance Requirements. The Tenant shall deliver to Landlord prior to taking possession of the Premises, and thereafter at least ten (10) days prior to expiration of such policy, certificates of insurance evidencing the above coverage with limits not less than those specified above, and failure to provide such certificates within the times periods specified in this Section 8.4 shall constitute an Event of Default. Insurance required hereunder shall be under policies for at least one year or the remaining Term (as the same may have been extended pursuant hereto), whichever is less, and in companies holding a "General Policyholders Rating" of at least A-VIII as set forth in the most current issue of "Best's Insurance Guide". Such Certificates, with the exception of Worker's Compensation, shall name Landlord, Landlord's affiliates and subsidiaries designated by Landlord, and Landlord's managing agent as additional insureds and shall expressly provide that the interest of same herein shall not be affected by a breach by Tenant of any insurance policy provision for which such Certificates evidence coverage. Further, all Certificates shall expressly provide that no less than thirty (30) days prior written notice shall be given to Landlord in the event of material alteration to or cancellation of the coverage evidenced by such Certificates.

8.5 Additional Insurance. Landlord may secure and maintain, as an Operating Expense, increased amounts of insurance and other insurance coverage in such limits, as Landlord may require in its reasonable judgment to afford Landlord adequate protection.

8.6 No Representations as to Coverage. Landlord makes no representation that the limits of liability specified to be carried by Tenant under the term of this Lease are adequate to protect Tenant against Tenant's undertaking under this Section 8 and in the event Tenant believes that any such insurance coverage called for under this Lease is insufficient, Tenant shall provide, at its own expense, such additional insurance as Tenant deems adequate.

8.7 Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant hereby waive and release each other of and from any and all rights of recovery, claims, action or cause of action, against each other, their agents, officers and employees, for any loss or damage that may occur to the Premises, improvements to the Building, personal property (building contents) within the building on the Premises, any furniture, equipment, machinery, goods or supplies not covered by this Lease which Tenant may bring or obtain upon the Premises or any additional improvements which Tenant may construct on the Premises, by reason of fire, the elements or any other cause which could be insured against under the terms of special causes of loss insurance form property insurance policies, regardless of cause or origin, including negligence of Landlord or Tenant and their agents,

officers and employees. Because this Section will preclude the assignment of any claim mentioned in it by way of subrogation (or otherwise) to an insurance company (or any other person) each party to this Lease agrees immediately to give to each insurance company, written notice of the terms of the mutual waivers contained in this Section, and to have the insurance policies properly endorsed if necessary to prevent the invalidation of the insurance coverages by reason of the mutual waivers contained in this Section.

8.8 Payment of Premium Increase.

(a) After the term of this Lease has commenced, Tenant shall not be responsible for paying Tenant's Share of any increase in the property insurance premium for the Project specified by Landlord's insurance carrier as being caused by the use, acts or omissions of any other tenant of the Project, or by the nature of such other tenant's occupancy which create an extraordinary or unusual risk.

(b) Tenant, however, shall pay the entirety of any increase in the property insurance premium for the Project over what it was immediately prior to the Commencement Date if the increase is specified by Landlord's insurance carrier as being caused by the nature of Tenant's occupancy or any act or omission of Tenant.

8.9 Exemption of Landlord from Liability. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises or the Project, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the Project, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant, Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, occupant or user of the Project, nor from the failure of Landlord to enforce the provisions of any other lease of the Project. Subject to Section 8.7, nothing in the foregoing provisions of this Section 8.9 shall limit Landlord's liability for injuries to natural persons or damage to property to the extent caused by the sole active negligence or willful misconduct of Landlord, its employees, agents or contractors. Notwithstanding Landlord's negligence or breach of this Lease, Landlord shall under no circumstances be liable to Tenant for any consequential or punitive damages or for injury to Tenant's business or for any loss of income or profit therefrom and Tenant waives any and all claims for any such damages.

9. Damage or Destruction.

9.1 Termination and Abatement. If the Premises are damaged by a fire or other casualty, Tenant shall give Landlord immediate notice thereof, and within sixty (60) days after the date Landlord has actual knowledge of such damage or destruction, Landlord shall notify Tenant if it has elected to terminate this Lease in accordance with the provisions set forth

in this Section 9. Landlord may elect to terminate this Lease due to a fire or other casualty if: (i) in Landlord's reasonable estimation, the repair and restoration of the Premises is not capable of being completed within one hundred eighty (180) days after the date of the fire or other casualty for any reason whatsoever, (ii) the damage was not fully covered by the insurance maintained by Landlord or if covered, Landlord is not likely to receive sufficient insurance proceeds to fully restore the Premises to the condition required hereunder, (iii) the Building is damaged to the extent that the cost of repair is twenty-five percent (25%) or more of the then replacement cost of the Building, or (iv) any other buildings in the Project are damaged to the extent that the cost of repair is twenty-five percent (25%) or more of the then replacement cost of all of the buildings in the Project. If Landlord does not elect to terminate this Lease, then, subject to Landlord's receipt of sufficient insurance proceeds and receipt of all necessary approvals required by any applicable laws, codes, covenants, rules and regulations, Landlord shall diligently and with commercially reasonable promptness repair the Premises to the condition existing as of the Commencement Date. Landlord shall not be required to repair or replace any damage or loss to any alterations, or any decorations, partitions, additions, improvements, railings, floor coverings, office fixtures, furnishings, equipment or any other property or improvements installed on the Premises by, or belonging to, Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or Premises shall be for the sole benefit of the party carrying such insurance and under its sole control. Subject to Section 9.2 below, if any portion of the Premises is rendered untenable due to a casualty, then Tenant shall be entitled to an abatement of Rent reduced in the same proportion as the rentable floor area of the Premises which is untenable bears to the total rentable floor area of the Premises from the date of the casualty until Landlord's repairs have been substantially completed. Notwithstanding anything to the contrary in this Lease, neither a closure or restriction on entry with respect to the Premises or the Project to protect public health nor any limitation on Tenant's use of the Premises or Project that otherwise remains physically usable constitutes a casualty or damage to the Premises or the Building.

9.2 Damage Caused by Tenant. Tenant's termination rights under this Section 9 shall not apply if the damage to the Premises or Building is the result of any act or omission of Tenant or of any of Tenant's agents, employees, customers, invitees or contractors ("Tenant Acts"). Any damage resulting from a Tenant Act shall be promptly repaired by Tenant at its sole cost and expense. Landlord at its option may at Tenant's expense repair any damage caused by Tenant Acts; provided that if the damage is within the Premises, Landlord shall provide Tenant with ten (10) days' prior written notice of Landlord's intent to repair such damages. Tenant shall continue to pay all Rent and other sums due hereunder and shall be liable to Landlord for all direct out of pocket expenses that Landlord may incur resulting from a Tenant Act.

9.3 Restoration Delay. In the event that Landlord is obligated to repair or restore the Premises pursuant to Section 9.1 above, and does not commence such repair or restoration within ninety (90) days after the date such obligation accrues, Tenant may elect to terminate this Lease with written notice to Landlord delivered prior to the date Landlord commences such restoration work, and the right of Tenant to terminate this Lease pursuant to this Section 9.3 shall be the sole right and remedy of Tenant against Landlord for such delay, and Landlord shall have no other liability to Tenant, for damages, specific performance or otherwise, in connection with any such delay. As used herein, "commence" shall mean either the

unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.4 Damage Near End of Term. In addition to Landlord's rights under Section 9.1, and except as set forth in Section 9.2, if at any time during the last six (6) months of the Term there is a fire or other casualty that cannot be repaired (in Landlord's reasonable estimate) within sixty (60) days of the date of the damage, or if the cost to repair exceeds two (2) months of Base Rent, then either party may terminate this Lease as of the date of occurrence of such damage by giving written notice to the other party within thirty (30) days after the date of the damage, or in the case of Landlord, the date Landlord has actual knowledge of the occurrence of such damage.

9.5 Termination — Advance Payments. Upon termination of this Lease pursuant to this Section 9, an equitable adjustment shall be made concerning advance Rent and any advance payments made by Tenant to Landlord. Landlord shall, in addition, return to Tenant so much of Tenant's Security Deposit as has not theretofore been applied by Landlord.

9.6 Waiver. Landlord and Tenant waive the provisions of any statutes which relate to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease, including, without limitation, the provision of California Civil Code Section 1932, Subsection 2, and Section 1933, Subsection 4 (and any successor statutes thereof permitting the parties to terminate this Lease as a result of any damage or destruction).

10. Real Property Taxes.

10.1 Payment of Taxes. Landlord shall pay the real property tax, as defined in Section 10.3, applicable to the Project subject to reimbursement by Tenant of Tenant's Share of such taxes in accordance with the provisions of Section 4.2, except as otherwise provided in Section 10.2.

10.2 Additional Improvements. Tenant shall not be responsible for paying Tenant's Share of any increase in real property tax specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Landlord for the exclusive enjoyment of such other tenants. Tenant shall, however, pay to Landlord at the time that Operating Expenses are payable under Section 4.2(c) the entirety of any increase in real property tax if assessed solely by reason of additional improvements placed upon the Premises by Tenant or at Tenant's request.

10.3 Definition of "Real Property Tax". As used herein, the term "real property tax" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, gross receipts tax, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Project or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, as against any legal or equitable interest of Landlord in the Project or in any portion thereof, as against Landlord's right to Rent or other

income therefrom, and as against Landlord's business of leasing the Project. The term "real property tax" shall also include any tax, fee, levy, assessment or charge (i) in substitution of, partially or totally, any tax, fee, levy, assessment or charge hereinabove included within the definition of "real property tax," or (ii) the nature of which was hereinbefore included within the definition of "real property tax" or (iii) which is imposed for a service or right not charged prior to June 1, 1978, or, if previously charged, has been increased since June 1, 1978 or (iv) which is imposed as a result of a transfer, either partial or total, of Landlord's interest in the Project or which is added to a tax or charge hereinbefore included within the definition of real property tax by reason of such transfer, or (v) which is imposed by reason of this transaction, any modifications or changes hereto, or any transfers hereof. In no event shall "real property tax" include any excess profits taxes, transfer taxes, franchise taxes, succession taxes, federal and state income taxes, and other taxes to the extent applicable to Landlord's general or net income (as opposed to rents, receipts or income attributable to operations at the Property), or any capital levy, capital stock, gift, estate or inheritance tax.

10.4 Joint Assessment. If the Project is not separately assessed, Tenant's Share of the real property tax liability shall be an equitable proportion of the real property taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Landlord from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available, Landlord's reasonable determination thereof, in good faith, shall be conclusive.

10.5 Personal Property Taxes. Tenant shall pay prior to delinquency all taxes assessed against and levied upon Tenant's trade fixtures, furnishings, equipment, tenant improvements and Utility Installations and all other personal property of Tenant contained in the Premises or elsewhere. When possible, Tenant shall cause said trade fixtures, furnishings, equipment, tenant improvements and Utility Installations and all other personal property to be assessed and billed separately from the real property of Landlord. If any of Tenant's trade fixtures, furnishings, equipment, tenant improvements and Utility Installations and all other personal property of Tenant shall be assessed with Landlord's real property, Tenant shall pay to Landlord the amounts attributable to Tenant within ten (10) days after receipt of a written statement setting forth the taxes applicable to Tenant's property.

10.6 Additional Provisions Regarding Real Property Taxes. Landlord shall have the sole right to contest or appeal any real property taxes or assessments applicable to all or any portion of the Project and to seek a reduction in the assessed valuation of all or any portion of the Project (collectively, "Tax Contests"). Any refund of real property taxes resulting from any such Tax Contest shall be applied first to reimburse Landlord for its costs and expenses in connection with the Tax Contest (including, without limitation reasonable attorneys' fees and the costs of consultants) and then, out of and to the extent of the balance of such refund, Landlord shall reimburse to Tenant the portion of such reduction attributable to the Premises and the Term, as and to the extent previously paid by Tenant as part of Tenant's Share of Operating Expenses.

11. Utilities and Services. Tenant shall pay for all water, gas, heat, light, power, telephone and other utilities and services (including without limitation trash collection and janitorial services) supplied to the Premises and water and electrical service for exterior landscaping and lighting, together with any taxes thereon. If any such services are not separately

metered to the Premises or directly charged to Tenant by the provider, Tenant shall pay at Landlord's option, either Tenant's Share or a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises in the Building. Landlord shall not be liable for damages, consequential or otherwise, nor shall there be any abatement of Base Rent or Additional Rent arising out of any curtailment or interruption whatsoever in utility or other services. If Tenant is billed directly by a public utility with respect to Tenant's electrical usage at the Premises, upon request from time to time, Tenant shall provide monthly electrical utility usage for the Premises to Landlord for the period of time requested by Landlord (in electronic or paper format) or, at Landlord's option, provide any written authorization or other documentation required for Landlord to request information regarding Tenant's electricity usage with respect to the Premises directly from the applicable utility company.

12. Assignment and Subletting.

12.1 Landlord's Consent Required. Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed beyond the express time periods provided for in this Section 12 (except that Landlord shall in no event be obligated to consent to an encumbrance of this Lease or any transfer by operation of law): (a) assign, convey, mortgage or otherwise transfer this Lease or any interest hereunder, or sublease the Premises, or any part thereof, whether voluntarily or by operation of law; or (b) permit the use of the Premises or any part thereof by any person other than Tenant and its employees. Any such transfer, sublease or use described in the preceding sentence (a "Transfer") without Landlord's prior written consent shall be void, and shall constitute a noncurable breach of this Lease by Tenant without the need for notice to Tenant under Section 13.1.

Notwithstanding any contrary provision of this Lease, if Tenant or any proposed assignee or sublessee claims that Landlord has unreasonably withheld or delayed its consent to a proposed assignment or sublease or otherwise has breached its obligations under this Section 12, Tenant's and such transferee's only remedy shall be to seek a declaratory judgment and/or injunctive relief, and Tenant, on behalf of itself and, to the extent permitted by law, such proposed assignee or sublessee waives all other remedies against Landlord, including, without limitation, the right to seek monetary damages or to terminate this Lease. If Tenant desires the consent of Landlord to a Transfer, Tenant shall submit to Landlord, at least twenty (20) days prior to the proposed effective date of the Transfer, a written notice (the "Transfer Notice") which includes (a) the name of the proposed sublessee or assignee, (b) the nature of the proposed sublessee's or assignee's business and proposed use and alteration of the Premises, (c) the terms and provisions of the proposed sublease or assignment, and (d) current financial statements and information on the proposed sublessee or assignee certified as true and correct by an officer or principal of assignee or subtenant. Upon receipt of the Transfer Notice, Landlord may request additional information concerning the Transfer or the proposed sublessee or assignee (the "Additional Information"). Subject to Landlord's rights under Section 12.7, Landlord shall not unreasonably withhold or delay beyond the express time periods provided for in this Section 12 its consent to any assignment or sublease (excluding an encumbrance or transfer by operation of law), which consent or lack thereof shall be provided within fifteen (15) days of receipt of Tenant's Transfer Notice; provided, however, Tenant hereby agrees that it shall be a reasonable basis for Landlord to withhold its consent if Landlord has not received the Additional Information requested by Landlord. Any transfer shall be subject to, without limitation, all the conditions in this Section 12 and the following conditions:

(a) The assignment or sublease shall be on the terms set forth in the notice given to Landlord. Any subsequent changes or modifications will require Landlord's prior written consent. The terms of the assignment or sublease must include, without limitation, an express assumption on the part of such assignee or sublessee of all of Tenant's obligations under Sections 46 and 47 below. Tenant and assignee or sublessee shall enter into Landlord's standard form of consent to assignment or sublease.

(b) Tenant acknowledges that Landlord's agreement to lease the Premises to Tenant at the Rent and terms stated herein is made in material reliance upon Landlord's evaluation of Tenant's background, experience and ability, as well as the nature of the use of the Premises by this Tenant as set forth in Section 6.

(c) No assignment or sublease shall be valid and no assignee or subtenant shall take possession of the Premises assigned or subleased until an executed counterpart of such assignment or sublease has been delivered to Landlord.

(d) No subtenant or assignee shall have a right further to sublet or assign.

(e) In the case of an assignment other than to a Permitted Transferee (as defined below), fifty percent (50%) of any sums or other economic consideration received by Tenant as a result of such assignment shall be paid to Landlord after first deducting the unamortized cost of leasehold improvements paid for by Tenant in connection with such assignment and the cost of any real estate commissions incurred by Tenant in connection with such assignment.

(f) In the case of a subletting other than to a Permitted Transferee, fifty percent (50%) of any sums or economic consideration received by Tenant as a result of such subletting shall be paid to Landlord after first deducting (i) the Rent due hereunder prorated to reflect only Rent allocable to the sublet portion of the Premises, (ii) the cost of tenant improvements made to the sublet portion of the Premises at Tenant's cost in connection with such sublease, which shall be amortized over the term of the applicable sublease and (iii) the cost of any real estate commissions incurred by Tenant in connection with such subletting, amortized over the term of the sublease.

12.2 Tenant Affiliate. Notwithstanding the foregoing, Tenant may Transfer all or part of its interest in this Lease or all or part of the Premises (a "Permitted Transfer") to the following types of entities (a "Permitted Transferee") without the written consent of Landlord: (a) any parent, subsidiary or affiliate corporation which Controls (as defined below), is Controlled by or is under common Control with Tenant (collectively, an "Affiliate"); (b) any corporation, limited partnership, limited liability partnership, limited liability company or other business entity in which or with which Tenant, an Affiliate of Tenant, or their respective corporate successors or assigns, is merged or consolidated, in accordance with applicable statutory provisions governing merger and consolidation of business entities, so long as in both cases (a) and (b), (i) Tenant's obligations hereunder are assumed by the Permitted Transferee; and (ii) the Permitted Transferee satisfies the Net Worth Threshold as of the effective date of the Permitted Transfer; or (c) any corporation, limited partnership, limited liability partnership,

limited liability company or other business entity which acquires all or substantially all of Tenant's assets and/or ownership interests, if the Transferee satisfies the Net Worth Threshold as of the effective date of the Transfer. In addition, a transfer of ownership interests in Tenant shall constitute a Permitted Transfer so long as Tenant satisfies the Net Worth Threshold as of the effective date of that Transfer. Tenant shall notify Landlord in writing of any such Permitted Transfer. Tenant shall remain liable for the performance of all of the obligations of Tenant hereunder, or if Tenant no longer exists because of a merger, consolidation, or acquisition, the surviving or acquiring entity shall expressly assume in writing, the obligations of Tenant hereunder. Additionally, the Permitted Transferee shall comply with all of the terms and conditions of this Lease, whether accruing prior to and/or from and after the consummation of the Transfer. No later than ten (10) days prior to the effective date of any Permitted Transfer, Tenant agrees to furnish Landlord with (1) copies of the instrument effecting any of the foregoing Transfers, (2) documentation establishing Tenant's satisfaction of the requirements set forth above applicable to any such Transfer, and (3) evidence of insurance as required under this Lease with respect to the Permitted Transferee. The occurrence of a Permitted Transfer shall not waive Landlord's rights as to any subsequent Transfers. As used herein, the term "Net Worth Threshold" shall mean the proposed Permitted Transferee has a tangible net worth equal to or greater than (x) that of Tenant immediately prior to such transaction, and (y) that of the originally named Tenant as of December 31 of the year prior to the Commencement Date (determined in accordance with generally accepted accounting principles consistently applied and excluding from the determination of total assets all assets which would be classified as intangible assets under generally accepted accounting principles, including, without limitation, goodwill, licenses, trademarks, trade names, copyrights and franchises), and as evidenced by financial statements audited by a certified public accounting firm reasonably acceptable to Landlord. The term "Control" shall mean the possession of the power to direct or cause the direction of the management and policy of such corporation, partnership, limited liability company or other entity, whether through the ownership of voting securities, by statute or by contract, and whether directly or indirectly through Affiliates.

12.3 Tenants Other Than Individuals. For purposes of this Lease, the term "Transfer" shall also include (i) if a Tenant is a partnership or limited liability company, the withdrawal or change, voluntary, involuntary or by operation of law, of fifty percent (50%) or more of the partners, members or managers thereof, or transfer of twenty-five percent (25%) or more of partnership or membership interests therein within a twelve (12) month period, or the dissolution of the partnership or the limited liability company without immediate reconstitution thereof, and (ii) if Tenant is a corporation whose stock is not publicly held and not traded through an exchange or over the counter or any other form of entity, (A) the dissolution, merger (including without limitation divisive merger), consolidation or other reorganization of Tenant, or the sale or other transfer of more than an aggregate of fifty percent (50%) of the voting shares or other interests of or in Tenant (other than to immediate family members by reason of gift or death), within a twelve (12) month period, or (B) the sale, mortgage, hypothecation or pledge of more than an aggregate of fifty percent (50%) of the value of the unencumbered assets of Tenant within a twelve (12) month period.

12.4 Terms and Conditions of Assignment and Sublease. Regardless of Landlord's consent, no assignment or sublease shall release Tenant of Tenant's obligations hereunder or alter the primary liability of Tenant to pay the Base Rent and Tenant's Share of

Operating Expenses, and to perform all other obligations to be performed by Tenant hereunder. Landlord may accept Rent from any person other than Tenant pending approval or disapproval of such assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent shall constitute a waiver or estoppel of Landlord's right to exercise its remedies for the breach of any of the terms or conditions of this Section 12 of this Lease. Consent to one assignment or subleasing shall not be deemed consent to any subsequent assignment or subleasing. In the event of default by any assignee of Tenant or any successor of Tenant, in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against said assignee, Landlord may consent to subsequent assignments or subleasing of this Lease or amendments or modifications to this Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and such action shall not relieve Tenant of liability under this Lease.

12.5 Terms and Conditions Applicable to Subleasing. Regardless of Landlord's consent, the following terms and conditions shall apply to any subletting by Tenant of all or any part of the Premises and shall be included in subleases:

(a) Tenant hereby assigns and transfers to Landlord all of Tenant's interest in all rentals and income arising from any sublease heretofore or hereafter made by Tenant, and Landlord may collect such rent and income and apply same toward Tenant's obligations under this Lease; provided, however, that until a default shall occur in the performance of Tenant's obligations under this Lease, Tenant may, subject to Sections 12.1(e) and 12.1(f) receive, collect and enjoy the rents accruing under such sublease. Landlord shall not, by reason of this or any other assignment of such sublease to Landlord nor by reason of the collection of the rents from a subtenant, be deemed liable to the subtenant for any failure of Tenant to perform and comply with any of Tenant's obligations to such subtenant under such sublease. Tenant hereby irrevocably authorizes and directs any such subtenant, upon receipt of a written notice from Landlord stating that a default exists in the performance of Tenant's obligations under this Lease, to pay to Landlord the rents due and to become due under the sublease, Tenant agrees that such subtenant shall have the right to rely upon any such statement and request from Landlord, and that such subtenant shall pay such rents to Landlord without any obligation or right to inquire as to whether such default exists and notwithstanding any notice from or claim from Tenant to the contrary. Tenant shall have no right or claim against such subtenant or Landlord for any such rents so paid by said subtenant to Landlord.

(b) No sublease entered into by Tenant shall be effective unless and until it has been approved in writing by Landlord. In entering into any sublease, Tenant shall use only such form of sublease as is satisfactory to Landlord, and once approved by Landlord, such sublease shall not be changed or modified without Landlord's prior written consent. Any subtenant shall, by reason of entering into a sublease under this Lease, be deemed, for the benefit of Landlord, to have assumed and agreed to conform and comply with each and every obligation herein to be performed by Tenant other than such obligations as are contrary to or inconsistent with provisions contained in a sublease to which Landlord has expressly consented in writing.

(c) If Tenant's obligations under this Lease have been guaranteed by third parties, then a sublease, and Landlord's consent thereto, shall not be effective unless said guarantors give their written consent to such sublease and the terms thereof.

(d) The consent by Landlord to any subletting shall not release Tenant from its obligations or alter the primary liability of Tenant to pay the Rent and perform and comply with all of the obligations of Tenant to be performed under this Lease.

(e) The consent by Landlord to any subletting shall not constitute a consent to any subsequent subletting by Tenant or to any assignment or subletting by the subtenant. However, Landlord may consent to subsequent sublettings and assignments of the sublease or any amendments or modifications thereto without notifying Tenant or anyone else liable on the Lease or sublease and without obtaining their consent and such action shall not relieve such persons from liability.

(f) In the event of any default under this Lease, Landlord may proceed directly against Tenant, any guarantors or anyone else responsible for the performance of this Lease, including the subtenant, without first exhausting Landlord's remedies against any other person or entity responsible therefor to Landlord, or any security held by Landlord or Tenant.

(g) In the event Tenant shall default in the performance of its obligations under this Lease, Landlord, at its option and without any obligation to do so, may require any subtenant to attorn to Landlord, in which event Landlord shall undertake the obligations of Tenant under such sublease from the time of the exercise of said option to the termination of such sublease; provided, however, Landlord shall not be liable for any prepaid rents or security deposit paid by such subtenant to Tenant or for any other prior defaults of Tenant under such sublease.

(h) Each and every consent required of Tenant under a sublease shall also require the consent of Landlord.

(i) No subtenant shall further assign or sublet all or any part of the Premises without Landlord's prior written consent.

(j) Landlord's written consent to any subletting of the Premises by Tenant shall not constitute an acknowledgment that no default then exists under this Lease of the obligations to be performed by Tenant nor shall such consent be deemed a waiver of any then existing default, except as may be otherwise stated by Landlord at the time.

12.6 Attorney's Fees. In the event Tenant shall assign or sublet the Premises or request the consent of Landlord to any assignment or subletting or if Tenant shall request the consent of Landlord for any act Tenant proposes to do then Tenant shall pay Landlord's reasonable attorney's and/or consultants' fees incurred in connection therewith; provided that those costs shall not exceed \$2,500.00 with respect to any single Transfer so long as Tenant and the proposed transferee execute Landlord's standard form of consent document without negotiation.

12.7 Recapture. Notwithstanding anything to the contrary contained in this Lease, rather than consent to the proposed assignment or sublease, Landlord may sublet from Tenant that portion of the Premises which Tenant has requested to sublease at the rental and on the other terms set forth in this Lease prorated for the portion of the Premises to be sublet and for the term set forth in Tenant's request for consent, or, in the case of an assignment, elect to terminate this Lease with respect to the entire Premises and recapture the Premises, which termination shall be effective thirty (30) days after Tenant's receipt of Landlord's notice. If Landlord exercises its option to sublease any such space from Tenant following Tenant's request for Landlord's approval of the proposed sublease of such space or to terminate this Lease following Tenant's request for Landlord's approval of the proposed assignment, (a) Landlord may sub-sublease such space or lease the Premises to any person, including, without limitation, Tenant's proposed sublessee or assignee, (b) in the case Landlord elects to sublease such space from Tenant, Landlord shall be responsible for the construction of any partitions which Landlord reasonably deems necessary to separate such space from the remainder of the Premises, and (c) in the case Landlord elects to sublease such space from Tenant, Landlord and any sub-sublessee or assignee of Landlord with respect to such subleased space shall have the right to use in common with Tenant all lavatories, corridors and lobbies which are within the Premises and which are reasonably required for the use of such space.

13. Default Remedies.

13.1 Default. The occurrence of any event characterized as an "Event of Default" in this Lease or the occurrence of one or more of the following events shall constitute a material default of this Lease (an "Event of Default") by Tenant:

(a) The vacating or abandonment of the Premises by Tenant.

(b) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from Landlord to Tenant. In the event that Landlord serves Tenant with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes such Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph.

(c) Except as otherwise provided in this Lease, the failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in Section (b) above, where such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than ten (10) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said ten (10) day period and thereafter diligently prosecutes such cure to completion. To the extent permitted by law, such ten (10) day notice shall constitute the sole and exclusive notice required to be given to Tenant under applicable unlawful detainer statutes.

(d) (i) The making by Tenant of any general arrangement or general assignment for the benefit of creditors; (ii) Tenant becomes a "debtor" as defined in

11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days. In the event that any provision of this Section 13.1(d) is contrary to any applicable law, such provision shall be of no force or effect.

(e) The discovery by Landlord that any financial statement given to Landlord by Tenant, any assignee of Tenant, any subtenant of Tenant, any successor in interest of Tenant or any guarantor of Tenant's obligations hereunder, was materially false.

(f) Tenant's breach of any representation or Tenant's failure to observe or perform any of the covenants, conditions or provisions set forth in Sections 46 and 47 below.

(g) Any default by Tenant under any other material lease or agreement for space or services in the Project, past any applicable notice and cure periods expressly set forth in such agreement.

13.2 Remedies. If Tenant fails to perform any affirmative duty or obligation of Tenant under this Lease, within ten (10) days after written notice to Tenant (or in case of an emergency, without notice), Landlord may at its option (but without obligation to do so), perform such duty or obligation on Tenant's behalf including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. The costs and expenses of any such performance by Landlord shall be due and payable by Tenant to Landlord upon invoice therefor. Upon an Event of Default, with or without further notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such breach, Landlord may:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant: (i) the worth at the time of the award of the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by the Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses

of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of the leasing commission paid by Landlord applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provisions (i) and (ii) of the prior sentence shall be calculated based on an interest rate equal to the lesser of (a) the rate announced from time to time by Wells Fargo Bank or, if Wells Fargo Bank ceases to exist or ceases to publish such rate, then the rate announced from time to time by the largest (as measured by deposits) chartered bank operating in California, as its "prime rate" or "reference rate" (the "Prime Rate") plus five percent (5%); or (b) the maximum rate allowed to be charged by Landlord by law under the circumstances described. The worth at the time of award of the amount referred to in provision (iii) of the prior sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). Efforts by Landlord to mitigate damages caused by Tenant's breach of this Lease shall not waive Landlord's right to recover damages under this Section. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Landlord shall have the right to recover in such proceeding the unpaid Rent and damages as are recoverable therein, or Landlord may reserve therein the right to recover all or any part thereof in a separate suit for such Rent and/or damages. If a notice and grace period required under Sections 13.1(b), (c) or (d) was not previously given, a notice to pay Rent or quit, or to perform or quit, as the case may be, given to Tenant under any statute authorizing the forfeiture of leases for unlawful detainer shall also constitute the applicable notice for grace period purposes required by Sections 13.1(b), (c) or (d). In such case, the applicable grace period under Sections 13.1(b), (c) or (d) and under the unlawful detainer statute shall run concurrently after the one such statutory notice, and the failure of Tenant to cure the default within the greater of the two such grace periods shall constitute both an unlawful detainer and breach of this Lease entitling Landlord to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Tenant's right to possession in effect (in California under California Civil Code Section 1951.4) after Tenant's breach and abandonment and recover the Rent as it becomes due, provided Tenant has the right to sublet or assign, subject only to reasonable limitations, and Landlord may recover such Rent from Tenant and any Guarantor and shall have the right to draw upon or apply any security for this Lease, including without limitation any security deposit, bond or letter of credit. See Sections 12 and 36 for the limitations on assignment and subletting which limitations Tenant and Landlord agree are reasonable. Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver to protect the Landlord's interest under the Lease, shall not constitute a termination of the Tenant's right to possession. Landlord may exercise its remedies under this Section 13.2(b) whether or not there exists any limitation on Landlord's right to terminate Tenant's right to possession, including without limitation any moratorium or other restriction or procedural limitation on evictions or unlawful detainer actions.

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of California. Unpaid installments of Rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the maximum rate allowed by law.

(d) The expiration or termination of this Lease and/or the termination of Tenant's right to possession shall not relieve Tenant from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Tenant's occupancy of the Premises.

13.3 Default by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust encumbering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Tenant waives the right to terminate this Lease on Landlord's default under this Lease. Tenant's sole remedy on Landlord's default is an action for damages or injunctive or declaratory relief.

13.4 Inducement Recapture. Any agreement for free or abated rent or other charges, for any option to extend the term of this Lease, or for the giving or paying by Landlord to or for Tenant of any cash or other bonus, inducement or consideration for Tenant's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions," shall be deemed conditioned upon Tenant's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon an Event of Default, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any Base Rent, additional rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Landlord under such an Inducement Provision shall be immediately due and payable by Tenant to Landlord, notwithstanding any subsequent cure of said Event of Default. The acceptance by Landlord of Base Rent or additional rent or the cure of the Event of Default which initiated the operation of this Section shall not be deemed a waiver by Landlord of the provisions of this Section unless specifically so stated in writing by Landlord at the time of such acceptance.

13.5 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of Base Rent, Tenant's Share of Operating Expenses or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed encumbering the Premises. Accordingly, if any installment of Base Rent, Operating Expenses or any other sum due from Tenant shall not be received by Landlord or Landlord's designee by the date due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder..

14. Condemnation. If the Premises or any portion thereof or the Project are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than twenty percent (20%) of the floor area of the Premises, or more than twenty-five percent (25%) of that portion of the Common Area designated as parking for the Project is taken by condemnation, (unless reasonably alternate parking is provided by Landlord) Tenant may, at Tenant's option, to be exercised in writing only within ten (10) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Rent shall be reduced in the proportion that the floor area of the Premises taken bears to the total floor area of the Premises. No reduction of Rent shall occur if the only area taken is that which does not have the Premises located thereon. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any award for loss of or damage to Tenant's trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall to the extent of net severance damages received by Landlord in connection with such condemnation, over and above the legal and other expenses incurred by Landlord in the condemnation matter, repair any damage to the Premises caused by such condemnation except to the extent that Tenant has been reimbursed therefor by the condemning authority. Tenant may pay any amount in excess of such severance damages required to complete such repair. In the event Tenant does not elect to contribute the amount of the shortfall in damages necessary for the repair, as provided in this Section 14, Landlord may elect either to (a) fund the shortfall itself, in which event Landlord shall proceed with the repair and restoration or (b) terminate this Lease. For purposes of this Lease, any governmental action requiring businesses to close temporarily does not constitute condemnation or the exercise of eminent domain and no portion of the Premises shall be considered to have been condemned by any such action. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of The California Code of Civil Procedure.

15. Broker's Commissions.

Tenant and Landlord each represent and warrant to the other that neither has had any dealings with any person, firm, broker or finder (other than the Landlord's Broker and the Tenant's Broker, if any, whose names are set forth in the Basic Lease Information) in connection with the negotiation of this Lease and/or the consummation of the transaction contemplated hereby, and no other broker or other person, firm or entity is entitled to any commission or finder's fee in connection with said transaction and Tenant and Landlord do each hereby indemnify and hold the other harmless from and against any costs, expenses, attorneys' fees or liability for compensation, commission or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying party. The commission payable to Landlord's Broker with respect to this Lease shall be pursuant

to the terms of the separate commission agreement in effect between Landlord and Landlord's Broker. Landlord's Broker shall pay a portion of its commission to Tenant's Broker, if so provided in any agreement between Landlord's Broker and Tenant's Broker. Notwithstanding the foregoing, if Landlord has entered into a separate agreement with Tenant's Broker for direct payment of a commission, Landlord shall pay Tenant's Broker that commission directly pursuant to that separate agreement. Nothing in this Lease shall impose any obligation on Landlord to pay a commission or fee to any party other than Landlord's Broker.

16. Estoppel Certificate.

16.1 Delivery. Tenant shall, within ten (10) days of written notice from Landlord, execute, acknowledge and deliver a statement in writing in any form requested by a proposed lender or purchaser, (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the dates to which the Rent and other charges are paid in advance, if any, (b) acknowledging that there are not any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, (c) setting forth the amounts of Base Rent and Operating Expenses then being paid by Tenant, (d) setting forth the amount of the Security Deposit then being held by Landlord, (e) acknowledging that Tenant has no offset rights or claims against Landlord or specifying any such offset rights or claims, (f) acknowledging that no monies are owed by Landlord to Tenant and that no monies of Tenant, other than the Security Deposit, are held by Landlord or specifying any such monies which are owned or held, (g) acknowledging that Tenant is in possession and all tenant improvement work to be completed by Landlord has been completed, (h) confirming that Tenant is not the subject of a bankruptcy proceeding at this point, and (i) setting forth such further information with respect to the status of this Lease or the Premises as may be requested thereon. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part. Notwithstanding anything to the contrary in Section 13.1(c) above, Tenant's failure to deliver such statement within five (5) days after Landlord's second written request therefor shall, if Landlord so elects, constitute an Event of Default. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant that the Lease is in full force and effect and without modification except as may be represented by Landlord in any certificate prepared by Landlord and delivered to Tenant for execution. Additionally, Tenant hereby recognizes that its failure to return such certificate in the time period specified above is likely to cause Landlord to incur costs, expenses and damages, the exact amount of which will be extremely difficult to ascertain, and thus, in addition to its other rights and remedies under this Lease, Landlord may, if Tenant fails to deliver such certificate within the time period specified above, assess Tenant a late fee of \$250 per day to cover such costs and expenses, which the parties agree is a reasonable estimate thereof, and Tenant agrees to indemnify Landlord for any and all losses and damages Landlord may incur due to such failure.

16.2 Financial Statements. Tenant shall deliver to Landlord prior to the execution of this Lease and thereafter at any time upon Landlord's request, Tenant's current audited financial statements, including a balance sheet and profit and loss statement for the most recent prior year (collectively, the "Financial Statements"), which Financial Statements shall accurately and completely reflect the financial condition of Tenant. Landlord agrees not to request copies of Financial Statements more often than once in every twelve-month period,

unless required in connection with a proposed sale or financing. Landlord shall have the right to deliver the same to any proposed purchaser of the Building or the Project and to any encumbrancer of all or any portion of the Building or the Project; provided they have entered into a commercially reasonable form of nondisclosure agreement with respect to those Financial Statements. Tenant acknowledges the Landlord is relying on the Financial Statements in its determination to enter into this Lease, and Tenant represents to Landlord, which representation shall be deemed made on the date of this Lease and again on the Commencement Date, that no material change in the financial condition of Tenant, as reflected in the Financial Statements, has occurred since the date Tenant delivered the Financial Statements to Landlord. The Financial Statements are represented and warranted by Tenant to be correct and to accurately and fully reflect Tenant's true financial condition as of the date of submission of any Financial Statements to Landlord.

17. Landlord's Liability. The term "Landlord" as used herein shall mean only the owner or owners, at the time in question, of the fee title or a tenant's interest in a ground lease of the Project. In the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers then the grantor) shall be relieved from and after the date of such transfer of all liability as respects Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject as aforesaid, be binding on Landlord's successors and assigns, only during their respective periods of ownership. Notwithstanding anything to the contrary contained in this Lease, the liability of Landlord (and of any successor landlord) shall be limited to the lesser of (a) the interest of Landlord in the Project, or (b) the equity interest Landlord would have in the Project if the Project were encumbered by third party debt in an amount equal to seventy percent (70%) of the value of the Project. Tenant shall look solely to Landlord's interest in the Project for the recovery of any judgment or award against Landlord, it being agreed that neither Landlord nor any successor or assign of Landlord nor any future owner of the Project, nor any partner, shareholder, member, or officer of any of the foregoing shall ever be personally liable for any such judgment. Notwithstanding any contrary provision herein, neither Landlord nor the Landlord Parties shall be liable under any circumstances for any indirect or consequential damages or any injury or damage to, or interference with, Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring. Before filing suit for an alleged default by Landlord, Tenant shall give Landlord and the mortgagee(s) whom Tenant has been notified hold mortgages or security interests in the Project, written notice and reasonable time to cure the alleged default.

18. Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Interest on Past-due Obligations. Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest from the date due at a rate (the "Interest Rate") equal to the lesser of: (a) the Prime Rate plus five percent (5%); or (b) the maximum rate allowed to be charged by Landlord by law under the circumstances described. Payment of such interest shall not excuse or cure any default by Tenant under this Lease;

provided, however, that interest shall not be payable on late charges incurred by Tenant nor on any amounts upon which late charges are paid by Tenant.

20. Time of Essence. Time is of the essence with respect to the obligations to be performed under this Lease.

21. Drafting. In the event of a dispute between any of the parties hereto over the meaning of this Lease, both parties shall be deemed to have been the drafter hereof, and any applicable law that states that contracts are construed against the drafter shall not apply.

22. Incorporation of Prior Agreements; Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Tenant hereby acknowledges that neither the real estate broker listed in Section 1 hereof nor any cooperating broker on this transaction nor the Landlord or any employees or agents of any of said persons has made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of the Premises or the Project and Tenant acknowledges that Tenant assumes all responsibility regarding the Occupational Safety Health Act, the legal use and adaptability of the Premises and the compliance thereof with all Applicable Requirements in effect during the term of this Lease except as otherwise specifically stated in this Lease.

23. Notices. Any notice required or permitted to be given pursuant to this Lease shall be in writing, shall be personally delivered, delivered by Federal Express or comparable overnight courier, providing written evidence of delivery, or delivered by U.S. registered or certified mail, return receipt requested, postage prepaid and sent to Landlord and Tenant to the addresses set forth in the Basic Lease Information or such other address as either party may from time to time designate as its notice address by notifying the other party thereof. Upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's address for notice purposes. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate by notice to Tenant. Notice so sent shall be deemed given (a) when personally delivered, or (b) on the first business day following deposit with Federal Express or a comparable overnight courier service providing written evidence of delivery, or (c) five (5) business days following deposit in the United States mail, if notice is sent by registered or certified mail, return receipt requested, postage prepaid.

24. Waivers. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of Rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. Landlord's acceptance of partial payment of Rent does not constitute a waiver of

any rights, including without limitation any right Landlord may have to recover possession of the Premises.

25. No Recording. Tenant shall not record this Lease or any memorandum or other document evidencing the existence of this Lease.

26. Holding Over. If Tenant, with Landlord's consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all of the provisions of this Lease pertaining to the obligations of Tenant, except that the monthly Rent shall be one hundred fifty percent (150%) of the Rent payable in the last month of the lease term but all Options (as defined below), if any, granted under the terms of this Lease shall be deemed terminated and be of no further effect during said month to month tenancy. No holdover by Tenant or payment by Tenant after the termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise, and this Section shall not be construed as consent for Tenant to retain possession of the Premises. No receipt of any money by Landlord from Tenant after termination of this Lease shall operate to reinstate or extend this Lease and such receipt shall not be construed as consent for Tenant to retain possession of the Premises. If Tenant fails to surrender the Premises upon the expiration or termination of this Lease, Tenant agrees to indemnify, defend and hold Landlord harmless from all costs, loss, expense or liability, including without limitation claims made by any succeeding tenant and real estate brokers' claims and attorney's fee, and for any consequential damages or loss of profits arising out of Landlord's inability to lease all or any portion of the Premises to other occupants or arising out of any termination of any lease that Landlord may have entered into for other occupants of all or any portion of the Premises.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions. Each provision of this Lease performable by Tenant shall be deemed both a covenant and condition.

29. Binding Effect; Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Tenant and subject to the provisions of Section 17, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State where the Project is located and any litigation concerning this Lease between the parties hereto shall be initiated in the county in which the Project is located.

30. Subordination.

30.1 Subordination. This Lease, and any Option granted hereby, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the Project and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the Rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise

terminated pursuant to its terms. If any mortgagee, trustee or ground lessor (each a "Holder") shall elect to have this Lease and any Options granted hereby prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease and such Options shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease or such Options are dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

30.2 Documents. Tenant agrees to execute, acknowledge and deliver such instruments, confirming such subordination, and such instruments of attornment as shall be requested by any Holder, within ten (10) days after demand, provided any such instruments contain appropriate non-disturbance provisions assuring Tenant's quiet enjoyment of the Premises as set forth in Section 38 hereof. Such documents may include commercially reasonable provisions in favor of such Holder, including, without limitation, additional time on behalf of the Holder to cure defaults of the Landlord and provide that (a) neither Holder nor any successor-in-interest shall be bound by (i) any payment of the Rent, Additional Rent, or other sum due under this Lease for more than one (1) month in advance or (ii) any amendment or modification of the Lease made without the express written consent of Holder or any successor-in-interest; (b) neither Holder nor any successor-in-interest will be liable for (i) any act or omission or warranties of any prior landlord (including Landlord), (ii) the breach of any warranties or obligations relating to construction of improvements on the Project or any tenant finish work performed or to have been performed by any prior landlord (including Landlord), or (iii) the return of any security deposit, except to the extent such deposits have been received by Holder; and (c) neither Holder nor any successor-in-interest shall be subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord). Tenant's failure to execute such documents within ten (10) days after written demand shall constitute, at Landlord's option, an Event of Default, and without limitation upon Landlord's other remedies, at Landlord's option, Landlord may execute such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to execute such documents in accordance with this Section 30.2.

31. Attorney's Fees.

31.1 Attorney's Fees. Except for Landlord's willful misconduct or negligent actions, all costs and expenses, including reasonable attorneys' fees (whether or not legal proceedings are instituted), involved in collecting Rents, enforcing the obligations of Tenant, or protecting the rights or interests of Landlord under this Lease, whether or not an action is filed, including without limitation the cost and expense of instituting and prosecuting legal proceedings or recovering possession of the Premises after default by Tenant or upon expiration or sooner termination of this Lease, shall be due and payable by Tenant on demand, as Additional Rent. In addition, and notwithstanding the foregoing, if either party hereto shall file any action or bring any proceeding against the other party arising out of this Lease or for the declaration of any rights hereunder, the prevailing party in such action shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees incurred by the prevailing party, as determined by the trier of fact in such legal proceeding. For purposes of this provision, the terms "attorneys' fees" or "attorneys' fees and costs," or "costs and expenses" shall mean the fees and expenses of legal counsel (including external counsel and in-house counsel) of the

parties hereto, which include printing, photocopying, duplicating, mail, overnight mail, messenger, court filing fees, costs of discovery, and fees billed for law clerks, paralegals, investigators and other persons not admitted to the bar for performing services under the supervision and direction of an attorney. For purposes of determining in-house counsel fees, the same shall be considered as those fees normally applicable to a partner in a law firm with like experience in such field. In addition, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in enforcing any judgment arising from a suit or proceeding under this Lease, including without limitation post-judgment motions, contempt proceedings, garnishment, levy and debtor and third party examinations, discovery and bankruptcy litigation, without regard to schedule or rule of court purporting to restrict such award. This post-judgment award of attorneys' fees and costs provision shall be severable from any other provision of this Lease and shall survive any judgment/award on such suit or arbitration and is not to be deemed merged into the judgment/award or terminated with the Lease.

31.2 Notices of Default. Landlord shall be entitled to attorney's fees, costs and expenses incurred in the preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default.

32. Landlord's Access. Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times following written notice to Tenant (except in the case of an emergency) for the purpose of inspecting same, conducting Remediation, showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises or to the Building of which they are part as Landlord may deem necessary or desirable. The reasonable cost of any inspections undertaken for the purpose of inspecting the condition of the Premises or verifying compliance by Tenant with this Lease shall be paid by Tenant if such inspection discloses a material failure of Tenant comply with this Lease. Landlord may at any time place on or about the Premises or the Building any ordinary "For Sale" signs and Landlord may at any time during the last one hundred eighty (180) days of the term hereof place on or about the Premises any ordinary "For Lease" signs. All activities of Landlord pursuant to this Section shall be without abatement of Rent, nor shall Landlord have any liability to Tenant for the same. Landlord agrees to exercise its rights under this Section 32 in a manner designed to minimize to the extent reasonably possible disruption to Tenant's business and consistent with the practices of owners of similar parks in the Vista area.

33. Auctions. Tenant shall not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises or the Common Areas without first having obtained Landlord's prior written consent, which Landlord may withhold in its sole discretion. Notwithstanding anything to the contrary in this Lease, Landlord shall not be obligated to exercise any standard of reasonableness in determining whether to grant such consent.

34. Signs. Tenant shall not place any sign upon the Premises or the Project without Landlord's prior written consent. Under no circumstances shall Tenant place a sign on any roof of the Project. Tenant shall have the right, at its sole cost and expense, to install a sign on the exterior of the Building identifying its name and corporate logo ("Tenant's Signage"). The graphics, materials, color, design, lettering, size, location and specifications of Tenant's signage shall be subject to the prior written approval of Landlord, which approval shall not be

unreasonably withheld or delayed, and the approval of all applicable governmental authorities and any owners association. The sign shall be installed and maintained, at Tenant's sole cost and expense, pursuant to an installation and maintenance program approved and supervised by Landlord. At the expiration or earlier termination of this Lease, Landlord shall, at Tenant's sole cost and expense, cause the sign to be removed and the exterior of the Building affected by the sign to be restored to the condition existing prior to the installation of the sign. Landlord may disapprove any signage that contains a name which relates to an entity or individual which is of a character or reputation, or is associated with a political orientation or faction, which is materially inconsistent with the quality of the Project, or which would otherwise reasonably offend the landlord of a comparable building or that would conflict with any covenants in leases of space in the Project. This signage right is personal to the initially named Tenant in this Lease. All of Tenant's rights to install and maintain Tenant's Signage on the Building in accordance with this Section 34 shall permanently terminate upon notice from Landlord following (a) a monetary Default under this Lease and/or (b) the date upon which Tenant ceases to occupy at least 47,000 rentable square feet within the Building.

35. Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by Landlord, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

36. Consents. Except for Sections 33, 34, 46 and 47 hereof or as otherwise provided herein, wherever in this Lease the consent of one party is required to an act of the other party, such consent shall not be unreasonably withheld.

37. [Intentionally Omitted].

38. Quiet Possession. Upon Tenant paying the Rent for the Premises and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof subject to all of the provisions of this Lease and all easements, covenants, conditions and restrictions of record. The individuals executing this Lease on behalf of Landlord represent and warrant to Tenant that they are fully authorized and legally capable of executing this Lease on behalf of Landlord and that such execution is binding upon all parties holding an ownership interest in the Project.

39. Options.

39.1 Definition. As used in this Section, the word "Option" has the following meaning: (1) the right or option to extend the term of this Lease or to renew this Lease or to extend or renew any lease that Tenant has on other property of Landlord; (2) the option or right of first refusal to lease the Premises or the right of first offer to lease the Premises or the right of first refusal to lease other space within the Project or other property of Landlord or the right of first offer to lease other space within the Project or other property of Landlord; (3) the right or option to purchase the Premises or the Project, or the right of first refusal to purchase the Premises or the Project, or the right of first offer to purchase the Premises or the Project, or the

right or option to purchase other property of Landlord, or the right of first refusal to purchase other property of Landlord or the right of first offer to purchase other property of Landlord.

39.2 Options Personal. Each Option granted to Tenant in this Lease is personal to Tenant and may not be exercised or be assigned, voluntarily or involuntarily, by or to any person or entity other than Tenant, provided, however, the Option may be exercised by or assigned to any Permitted Transferee as defined in Section 12.2 of this Lease who is an assignee of Tenant's entire interest in this Lease. The Options herein granted to Tenant are not assignable separate and apart from this Lease. Notwithstanding anything to the contrary contained herein, the Option may only be exercised while Tenant is in full occupancy of the Premises.

39.3 Multiple Options. In the event that Tenant has any multiple options to extend or renew this Lease a later option cannot be exercised unless the prior option to extend or renew this Lease has been so exercised.

39.4 Effect of Default on Options.

(a) Tenant shall have no right to exercise an Option, notwithstanding any provision in the grant of Option to the contrary, (i) during the time commencing from the date Landlord gives to Tenant a notice of default pursuant to Sections 13.1(b) or a notice of a material non-monetary default pursuant to 13.1(c) and continuing until the default alleged in said notice of default is cured, or (ii) during the period of time commencing on the day after a monetary obligation to Landlord is due from Tenant and unpaid (without any necessity for notice thereof to Tenant) continuing until the obligation is paid, or (iii) at any time after a monetary event of default or a material non-monetary event of default described in Sections 13.1(a), 13.1(d), 13.1(e) or 13.1(f) (without any necessity of Landlord to give notice of such default to Tenant).

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise an Option because of the provisions of Section 39.4(a).

(c) Unless Landlord otherwise elects in writing in its sole and absolute discretion, all rights of Tenant under the provisions of an Option shall terminate and be of no further force or effect, notwithstanding Tenant's due and timely exercise of the Option, if, after such exercise and during the term of this Lease, (i) Tenant fails to pay to Landlord a monetary obligation of Tenant for a period of thirty (30) days after such obligation becomes due (without any necessity of Landlord to give notice thereof to Tenant), or (ii) Tenant fails to commence to cure a default specified in Section 13.1(c) within thirty (30) days after the date that Landlord gives notice to Tenant of such default and/or Tenant fails thereafter to diligently prosecute said cure to completion, or (iii) Tenant commits a monetary event of default or a material non-monetary event of default described in Sections 13.1(a), 13.1(d), 13.1(e) or 13.1(f) (without any necessity of Landlord to give notice of such default to Tenant), or (iv) Landlord gives to Tenant three or more notices of default under Section 13.1(b), where a late charge becomes payable under Section 13.5 for each such default, or Section 13.1(c), whether or not the defaults are cured.

39.5 Option. Landlord hereby grants to Tenant the option to extend the term of this Lease for a five (5) year period commencing on the date the prior term expires (the "Option Period") upon each and all of the following terms and conditions:

(a) Tenant gives to Landlord, and Landlord actually receives, on a date which is prior to the date that the Option Period would commence (if exercised) by at least nine (9) months and not more than twelve (12) months, a written notice of exercise of the option to extend this Lease for said additional term, time being of the essence. If said notification of the exercise of said option is not so given and received, this option shall automatically expire;

(b) The provisions of Section 39, including the provision relating to default of Tenant set forth in Section 39.4, of this Lease are conditions of this option;

(c) All of the terms and conditions of this Lease except where specifically modified by this option shall apply, except that Tenant shall have no further option to extend the term of this Lease;

(d) Any prior Tenant that has not been expressly released from liability under this Lease expressly reaffirms in writing the extension of their liability for the term of the option; and

(e) The monthly Base Rent for each month of the Option Period shall be the Fair Market Rent (as defined below) of the Premises as of the commencement of the Option Period, but in no event less than the monthly Base Rent scheduled to be paid during the month prior to the commencement of the Option Period.

39.6 Fair Market Rent.

(a) The term "Fair Market Rent" as used in this Lease is defined to mean the Rent, including all escalations, at which tenants are leasing non-sublease, non-encumbered, non-equity space comparable in size, age and quality to the Premises for the Option Period as to which Fair Market Rent is being determined in the Vista, California industrial market, giving appropriate consideration to the annual rental rates per square foot and the standard of measurement by which the square footage is measured. In determining Fair Market Rent it shall be assumed that:

(i) The Premises are in excellent condition and repair and there shall be no deduction for depreciation, obsolescence or deferred maintenance (but less reasonable wear and tear as long as well maintained by Tenant).

(ii) The Premises would be leased for the period of the option being exercised by a tenant with the credit standing of Tenant, as the same exists at that time.

(iii) The Premises would be leased on the same terms of this Lease insofar as the obligations for repair, maintenance, insurance and real estate taxes existed as of the expiration of the original term of this Lease.

(iv) No deduction shall be given nor consideration given to allowances for real estate brokerage commissions or free Rent given to allow the tenant time to construct improvements.

(v) The Premises will be used for its highest and best use.

(b) Determination By Landlord. Landlord shall initially determine the Fair Market Rent in each instance, and shall give Tenant notice (the "Market Rent Notice") of such determination and the basis on which such determination was made on or before the 60th day prior to the date on which such determination is to take effect, or as soon thereafter as is reasonably practicable.

(c) Disputes re Fair Market Rent. In the event that Tenant notifies Landlord in writing, on or before the twentieth (20th) business day following any Market Rent Notice, that Tenant disagrees with the applicable determination, Landlord and Tenant shall negotiate in good faith to resolve such dispute within ten (10) business days thereafter. (The thirtieth (30th) business day after any Market Rent Notice is referred to herein as the "Outside Agreement Date.") If not resolved by the Outside Agreement Date each party shall submit to the other its determination of Fair Market Rent and the dispute shall be submitted to arbitration in accordance with the following Section titled "Arbitration Procedures." Until any such dispute is resolved, any applicable payments due under this Lease shall correspond to Landlord's determination and, if Tenant's determination becomes the final determination, Landlord shall refund any overpayments to Tenant, within five (5) business days following the final resolution of the dispute.

(d) Arbitration Procedures.

(i) Landlord and Tenant shall each appoint one arbitrator who shall by profession be a real estate broker who shall have been active over the five (5) year period ending on the date of such appointment in the leasing of properties similar to the Premises in the surrounding area of San Diego County. The determination of the arbitrators shall be limited solely to the issue of whether Landlord's or Tenant's submitted Fair Market Rent for the Premises is the closest to the actual Fair Market Rent for the Premises as determined by the arbitrators, taking into account the requirements of this subparagraph regarding the same. Each such arbitrator shall be appointed within fifteen (15) days after the Outside Agreement Date. Landlord and Tenant may not consult with either such arbitrator prior to resolution.

(ii) The two (2) arbitrators so appointed shall within fifteen (15) days of the date of the appointment of the last appointed arbitrator, meet and attempt to reach a decision as to whether the parties shall use Landlord's

or Tenant's submitted Fair Market Rent, and shall notify Landlord and Tenant of their decision, if any.

(iii) If the two (2) arbitrators are unable to reach a decision, the two (2) arbitrators shall, within thirty (30) days of the date of the appointment of the last appointed arbitrator, agree upon and appoint a third arbitrator who shall be a broker who shall be qualified under the same criteria set forth hereinabove for qualification of the initial two (2) arbitrators.

(iv) The three (3) arbitrators shall, within thirty (30) days of the appointment of the third arbitrator, reach a decision as to whether the parties shall use Landlord's or Tenant's submitted Fair Market Rent, and shall notify Landlord and Tenant thereof.

(v) The decision of the majority of the three (3) arbitrators shall be binding upon Landlord and Tenant.

(vi) If either Landlord or Tenant fails to appoint an arbitrator within fifteen (15) days after the Outside Agreement Date, the arbitrator appointed by one of them shall reach a decision, notify Landlord and Tenant thereof, and such arbitrator's decision shall be binding upon Landlord and Tenant.

(vii) If the two (2) arbitrators fail to agree upon and to appoint a third arbitrator, then the appointment of the third arbitrator shall be dismissed, and the matter to be decided shall be forthwith submitted to arbitration under the provisions of the American Arbitration Association, but subject to the instructions set forth in this Lease.

(viii) The cost of arbitration shall be paid by Landlord and Tenant equally.

40. Security Measures. Tenant hereby acknowledges that the Rent payable to Landlord hereunder does not include the cost of guard service or other security measures and that Landlord shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises or the Project. Tenant assumes all responsibility for the protection of Tenant, its agents and invitees and the property of Tenant and of Tenant's agents and invitees from acts of third parties. Nothing herein contained shall prevent Landlord at Landlord's sole option, from providing security protection for the Project or any part thereof, in which event the cost thereof shall be included within the definition of Operating Expenses, as set forth in Section 4.2(b).

41. Easements and Reserved Rights. Landlord reserves to itself the right, from time to time, to grant such easements, rights and dedications that Landlord deems necessary or desirable, and to cause the recordation of Parcel Maps and restrictions, so long as such easements, rights, dedications, Maps and restrictions do not unreasonably interfere with the use of the Premises by Tenant. Within twenty (20) days following Tenant's receipt of said documents, Tenant shall sign any of the aforementioned documents upon request of Landlord and failure to do so shall constitute an Event of Default by Tenant without the need for further

notice to Tenant. Landlord expressly reserves all rights in and with respect to the Premises and Project which are not inconsistent with Tenant's permitted use of the Premises as provided in this Lease, including without limitation all rights to the subsurface of the land more than five (5) feet below ground level, except where building improvements extend more than five (5) feet below ground level; and all rights to use the roof surface and roof space of any building, including, without limitation, the sole and exclusive right to install solar panels, solar heating, wind-driven generators and other heat or power generation devices; all rights to the airspace more than ten (10) feet above the roof of any building; vertical and horizontal easements into and through any building and along the underside of the roof and along any interior or exterior wall of any building for the purpose of installing conduits and cabling for the transmission of electricity or electronic or telecommunication data; and the rights to enter upon the Premises and the Project for itself or to give easements to others for the purpose of installing, using, maintaining, renewing and replacing such overhead or underground water, oil, gas, sewer drainage, and other pipe lines, and telephone, electric, power, television and other lines, cables and conduits as Landlord may deem desirable in connection with the development or use of any other property in the neighborhood of the Premises and the Project for the production or transmission of heat, energy or data, whether owned by Landlord or not all of which pipelines, lines and conduits shall be buried to a sufficient depth or raised to a sufficient height so as not to interfere with the use or stability of the Premises.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

43. Authority. If Tenant is a corporation, trust, or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity. If Tenant is a corporation, trust or partnership, Tenant shall, within thirty (30) days after execution of this Lease, deliver to Landlord evidence of such authority satisfactory to Landlord.

44. [Intentionally Omitted].

45. Amendments to Lease. At such times as a rental adjustment is made to this Lease by virtue of any provision of this Lease, the parties shall execute a written amendment to this Lease to reflect said change. Should any mortgagee require a modification of this Lease, which modification will not bring about any increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then and in such event Tenant agrees that this Lease may be so modified and agrees to execute whatever documents which are reasonably required therefor and are in form and substance reasonably acceptable to Tenant, and to deliver the same to Landlord within ten (10) business days following a request therefor.

46. Storage Tanks.

46.1 Storage Tanks. Notwithstanding anything to the contrary in Section 7.3 hereof, Tenant shall not install storage tanks of any size or shape in the Premises, above or below ground, without the prior written consent of the Landlord which can be withheld in Landlord's sole discretion. If Landlord elects to grant its consent, Landlord shall have the right to condition its consent upon Tenant agreeing to give to Landlord such assurances that Landlord, in its sole discretion, deems necessary to protect itself against potential problems concerning the installation, use, removal and potential contamination of the Premises as a result of the installation and/or use of such tank, including but not limited to the installation of a concrete encasement or other appropriate spill-control measures for said tank. Tenant shall comply at its expense with all applicable permit and/or registration requirements and repair any damage caused by the installation, maintenance or removal of such tank. Upon termination of the Lease, Tenant shall, at its sole cost and expense and to the satisfaction of Landlord in its sole discretion, remove any tank from the Premises, remove and replace any potentially contaminated soil or materials attributable to the tank (and handle, remove, transfer and dispose of the same as then required by law) and repair any damage or change to the Premises caused by said installation and/or removal. Nothing contained herein shall be construed to diminish or reduce Tenant's obligations under Section 47.

46.2 Consultants. Landlord shall have the right to employ experts and/or consultants, at Tenant's expense, to advise Landlord with respect to the installation, operation, monitoring, maintenance and removal and restoration of any such tank.

47. Tenant's Covenants Regarding Hazardous Materials.

47.1 Landlord's Prior Consent. Notwithstanding anything contained in this Lease to the contrary, Tenant has not caused or permitted, and shall not cause or permit any "Hazardous Materials" (as defined in Section 47.2 below) to be brought upon, kept, stored, discharged, released or used in, under or about the Premises by Tenant, its agents, employees, contractors, subcontractors, licensees or invitees, unless (1) such Hazardous Materials are reasonably necessary to Tenant's business and will be handled, used, kept, stored and disposed of in a manner which complies with all "Hazardous Materials Laws" (as defined in Section 47.2 below); (2) Tenant will comply with such other rules or requirements as Landlord may from time to time impose, including without limitation that (i) such materials are in small quantities, properly labeled and contained, (ii) such materials are handled, stored and disposed of in accordance with the highest accepted industry standards for safety, storage, use and disposal, (iii) such materials are for use in the ordinary course of business (i.e., as with office or cleaning supplies), (3) notice of and a copy of the current material safety data sheet is provided to Landlord for each such Hazardous Material, and (4) Landlord shall have granted its prior written consent (which may be withheld in Landlord's sole discretion) to the use of such Hazardous Materials. Tenant hereby further represents and covenants that: (a) Tenant has not caused or permitted, and shall not cause or permit, any Hazardous Materials to be discharged, released, or disposed of on, in, under, to or about the Premises; (b) Tenant shall dispose (to the extent such disposal is required) of all Hazardous Materials brought upon, kept, stored, or used on, in, under or about the Premises by Tenant, its agents, employees, contractors, subcontractors, licensees or invitees in accordance with the highest accepted industry standards for disposal and in a manner

which complies with all Hazardous Materials Laws; and (c) annually, on the anniversary of the effective date of this Lease, Tenant shall provide Landlord with a certification: (i) stating that, in the preceding year, Tenant has not caused or permitted any Hazardous Materials to be discharged, released, or disposed of in, on, under, to or about the Premises; (ii) stating that, in the preceding year, all Hazardous Materials brought upon, kept, stored, or used in, on, under or about the Premises by Tenant, its agents, employees, contractors, subcontractors, licensees or invitees and requiring disposal have been disposed of (to the extent such disposal was required) in accordance with the highest accepted industry standards for disposal and in a manner which complies with all Hazardous Materials Laws; and (iii) providing documentation, including without limitation any documentation that Landlord shall reasonably request, evidencing such disposal in compliance with all Hazardous Materials Laws.

47.2 Compliance with Hazardous Materials Laws. As used herein, the term "Hazardous Materials" means any (1) oil, petroleum, petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials, contaminants or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) may cause the Premises to be in violation of any Hazardous Materials Laws (as hereinafter defined); (2) asbestos in any form, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (3) chemical, material or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Resources Conservation Recovery Act, 42 U.S.C. § 6901, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; Sections 25115, 25117, 25122.7, 25140, 25249.8, 25281, 25316 and 25501 of the California Health and Safety Code; and Article 9 or Article 11 of Title 22 of the California Code of Regulations, Division 4.5, Chapter 11; (4) other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other Person coming upon the Premises or adjacent property; and (5) other chemical, materials or substance which may or could pose a hazard to the environment. As used herein the term "Hazardous Materials Laws" means any federal, state or local laws, ordinances, regulations or policies relating to the environment, health and safety, and Hazardous Materials (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof) or to industrial hygiene or the environmental conditions on, under or about the Premises, including, without limitation, soil, groundwater and indoor and ambient air conditions, including, without limitation Sections 25249.5 and 25249.6 of the California Health and Safety Code. Tenant shall at all times and in all respects comply with all Hazardous Materials Laws.

47.3 Hazardous Materials Removal. Upon expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense, cause all Hazardous Materials brought on the Premises to be removed from the Premises in compliance with all applicable

Hazardous Materials Laws. If Tenant or its employees, agents, or contractors violates the provisions of the foregoing two (2) paragraphs, or if Tenant's acts, negligence, or business operations contaminate, or expand the scope of contamination of, the Premises from such Hazardous Materials, then Tenant shall, at Tenant's expense, take all investigatory and/or remedial action (collectively, the "Remediation") that is necessary in order to clean up, remove and dispose of such Hazardous Materials on, in, under or about the Premises or the underlying groundwater or the properties adjacent to the Premises to the extent such contamination on adjacent properties was caused by Tenant, in compliance with all applicable Hazardous Materials Laws. Prior to undertaking any such Remediation, however, Tenant shall provide prior written notice to Landlord of such proposed Remediation and Landlord shall have the right to require reasonable changes in such method, time or procedure of the Remediation. Tenant shall not undertake any Remediation in response to the presence of any Hazardous Materials on, in, under or about the Premises or enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Materials in any way connected with the Premises, without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear, intervene or otherwise appropriately assert and protect Landlord's interests with respect thereto.

47.4 Notices. Tenant shall immediately notify Landlord in writing of: (a) any enforcement, cleanup, removal or other governmental or regulatory action or private attorney general claim or action threatened, instituted, or completed pursuant to any Hazardous Materials Laws with respect to the Premises; (b) any claim, demand, or complaint made or threatened by any person against Tenant or the Premises relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials; and (c) any reports made to any governmental authority arising out of any Hazardous Materials on or removed from the Premises; and (d) any discharge or release of any Hazardous Materials in, on, under, to, or about the Premises by Tenant, its agents, employees, contractors, subcontractors, licensees or invitees, or of any discharge or release of any Hazardous Materials in, on, under, to, or about the Premises of which Tenant becomes aware. Landlord shall have the right (but not the obligation) to join and participate, as a party, in any legal proceedings or actions affecting the Premises initiated in connection with any Hazardous Materials Laws.

47.5 Indemnification of Landlord. Tenant shall indemnify, protect, defend and hold Landlord harmless from any and all damages, losses, expenses, liabilities, obligations and costs arising out of any failure of Tenant to observe or perform any of the covenants, conditions or provisions contained in Sections 46 and 47. The provisions of Sections 46 and 47 shall survive the expiration or earlier termination of this Lease.

48. Recovery of Concessions Upon Early Termination. In the event that Tenant's right of possession of the Premises is terminated prior to the end of the initial term by reason of default, legal process, abandonment, or any other reason other than mutual agreement of the parties, then immediately upon such termination, an amount shall be due and payable by Tenant to Landlord equal to the unamortized portion as of that date (which amortization shall be determined based on the remaining amount of time in the initial Term of this Lease (i.e., excluding any Option Periods) and shall be based on an interest rate of seven percent (7%) per annum) of the sum of (i) the Allowance, (ii) the value of the free Base Rent (i.e., the Base Rent stated in this Lease to be abated as an inducement to Tenant's entering into this Lease) enjoyed as

of that date by Tenant, and (iii) the amount of all commissions paid by Landlord in order to procure this Lease.

49. Easements and Restrictions of Record. Tenant accepts the Premises and Project subject to the easements and covenants or restrictions of record. Landlord and Tenant agree to cooperate and use their commercially reasonable efforts to participate in traffic management programs generally applicable to businesses located in the area which includes the Project and, initially, shall encourage and support van and carpooling by Tenant's employees to the fullest extent permitted by the requirements of Tenant's business. Neither this Section nor any other provision in this Lease, however, is intended to or shall create any rights or benefits in any other person, firm, company, governmental entity or the public.

50. No Offer or Reservation. PREPARATION OF THIS LEASE BY LANDLORD OR LANDLORD'S AGENT OR REPRESENTATIVE AND SUBMISSION OF SAME TO TENANT FOR EXAMINATION OR EXECUTION BY TENANT SHALL NOT BE DEEMED AN OPTION OR OFFER TO LEASE THE PREMISES UPON THE TERMS AND CONDITIONS CONTAINED HEREIN OR A RESERVATION OF THE PREMISES IN FAVOR OF TENANT. THIS LEASE SHALL BECOME BINDING UPON LANDLORD AND TENANT ONLY WHEN FULLY EXECUTED BY LANDLORD AND TENANT AND DELIVERED BY LANDLORD TO TENANT. LANDLORD RESERVES THE RIGHT TO CONTINUE THE MARKETING OF THE PREMISES FOR LEASE TO OTHER TENANTS AND TO ENTER INTO LEASES OF THE PREMISES WITH OTHER PROSPECTIVE TENANTS AT ANY TIME AFTER NOVEMBER 21, 2020, AND PRIOR TO THE EXECUTION AND DELIVERY OF THIS LEASE BY LANDLORD TO TENANT.

51. Waiver of Trial by Jury. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY AND CONSENT TO TRIAL WITHOUT A JURY IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER LANDLORD OR TENANT AGAINST THE OTHER IN CONNECTION WITH THIS LEASE.

52. Compliance with Anti-Terrorism Laws. As an inducement to Landlord to enter into this Lease, Tenant hereby represents and warrants that: (i) Tenant is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a "Prohibited Person"); (ii) Tenant is not (nor is it owned or controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) neither Tenant (nor any person, group, entity or nation which owns or controls Tenant, directly or indirectly) has conducted or will conduct business or has engaged or will engage in any transaction or dealing with any Prohibited Person, including without limitation any assignment of this Lease or any subletting of all or any portion of the Premises or the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person. Tenant covenants and agrees (a) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (b) to immediately notify

Landlord in writing if any of the representations, warranties or covenants set forth in this Section 52 are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached, (c) not to use funds from any Prohibited Person to make any payment due to Landlord under the Lease and (d) at the request of Landlord, to provide such information as may be requested by Landlord to determine Tenant's compliance with the terms hereof. Any breach by Tenant of the foregoing representations and warranties shall be deemed an Event of Default by Tenant under this Lease and shall be covered by the indemnity provisions of Section 8.1 above. The representations and warranties contained in this subsection shall be continuing in nature and shall survive the expiration or earlier termination of this Lease.

53. Right of First Refusal to Lease.

53.1 First Refusal Right. Landlord hereby grants to the initially-named Tenant in this Lease (the "Original Tenant") and its Permitted Transferees a one-time right of first refusal (the "First Refusal Right") with respect to the space containing approximately 21,008 square feet shown as Suite A-1 on Exhibit "A" attached hereto (the "First Refusal Space"). Tenant's First Refusal Right shall be on the terms and conditions set forth in this Article 53.

53.2 First Refusal Notice. If at any time during the period (the "Offer Period") from the Commencement Date through the third (3rd) anniversary of the Commencement Date, Landlord receives a good faith written offer (the "Good Faith Offer") to lease any portion of the First Refusal Space which Landlord desires to accept, then, subject to Section 53.8, below, Landlord shall deliver to Tenant a written notice (the "First Refusal Notice") setting forth the terms of such Good Faith Offer and providing Tenant with the right to exercise its First Refusal Right as set forth herein. The First Refusal Notice shall describe the space so offered to Tenant and shall set forth the "First Refusal Rent," as that term is defined in Section 53.4 below, and the other economic terms upon which Landlord is willing to lease such space to Tenant (collectively, the "Economic Terms"), which Economic Terms shall be consistent with the terms of the Good Faith Offer. Tenant's First Refusal Right shall not apply after the expiration of the Offer Period.

53.3 Exercise Period. If Tenant wishes to exercise its First Refusal Right, then within ten (10) business days of delivery of the First Refusal Notice to Tenant (the "Exercise Period"), Tenant shall deliver notice to Landlord of Tenant's exercise of its First Refusal Right with respect to all of the space described in the First Refusal Notice on the terms contained in such First Refusal Notice. If Tenant does not notify Landlord prior to the expiration of the Exercise Period, then Landlord shall be free to lease all or any part of the First Refusal Space describe in the First Refusal Notice to anyone to whom Landlord desires on any terms that Landlord desires.

53.4 First Refusal Rent. The Rent payable by Tenant for the First Refusal Space (the "First Refusal Rent") shall be equal to the Economic Terms set forth in the First Refusal Notice.

53.5 Delivery Condition. Tenant shall take the First Refusal Space in its "as is" condition, Tenant shall be entitled to the tenant improvement allowance, if any, specified in the

Economic Terms and the construction of improvements in the First Refusal Space shall be performed by Tenant and shall comply with the terms of Section 7.3 of this Lease.

53.6 First Refusal Commencement Date. If Tenant timely exercises Tenant's right to lease the First Refusal Space as set forth herein, Landlord and Tenant shall endeavor to execute within fifteen (15) days thereafter an amendment to this Lease for such First Refusal Space upon the terms and conditions as set forth in the First Refusal Notice and this Article 53. The term of the First Refusal Space shall commence upon the date of delivery of the First Refusal Space to Tenant (the "First Refusal Commencement Date"), and terminate on the date set forth in the First Refusal Notice (the "First Refusal Term"), subject to the Economic Terms agreed upon for the lease of the First Refusal Space.

53.7 Personal Right. The rights of Tenant contained in this Article 53 shall be personal to the Original Tenant and its Permitted Transferees and may only be exercised by the Original Tenant or its Permitted Transferees (and not any other assignee or any sublessee or other transferee of the Original Tenant's interest in this Lease). Tenant shall not have the right to lease First Refusal Space, as provided in this Article 53, if, as of the date of the attempted exercise of any First Refusal Right by Tenant, or, at Landlord's option, as of the scheduled date of delivery of such First Refusal Space to Tenant, an uncured Event of Default by Tenant exists under this Lease. In addition, Tenant's right to lease each portion of the First Refusal Space shall terminate and be of no further force or effect in the event Tenant fails to lease such portion of the First Refusal Space following Tenant's receipt of a First Refusal Notice from Landlord.

53.8 Existing Tenant. Landlord shall not be obligated to give a First Refusal Notice, and Tenant shall have no rights under this Lease, with respect to any extension of a lease of the First Refusal Space that existed as of the date of this Lease, whether the extension is pursuant to the terms of that lease or in lieu of the any right to extend contained in that lease.

54. Electronic Signatures. This Lease may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one document. Electronic signatures are deemed to be equivalent to original signatures for purposes of this Lease. The exchange of copies of this Lease and of signature pages by electronic mail in "portable document format" (".pdf"), or by any other electronic means intended to preserve the original appearance of a document, shall constitute effective execution and delivery of this Lease to the parties and may be used in lieu of an original hard-copy agreement. Tenant hereby consents to the use of any third party electronic signature capture service providers as may be chosen by Landlord.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY

REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES.

"LANDLORD"

VISTA INDUSTRIAL LLC, a Delaware limited liability company

By: BARINGS LLC,
a Delaware limited liability company

Its: Manager

DocuSigned by:
B *Sandy Throop* _____
48101A9EA774406...

Name: Sandy Throop

Title: Managing Director

"TENANT"

DATRON WORLD COMMUNICATIONS, INC., a
California corporation

DocuSigned by:

By: *Carlos Arnero*

A86B3D1C8855460...

Carlos Arnero

Chief Executive Officer

[Printed Name and Title]

By: _____

[Printed Name and Title]

If Tenant is a corporation, this instrument must be executed by the chairman of the board, the president or any vice president and the secretary, any assistant secretary, the chief financial officer or any assistant financial officer or any assistant treasurer of such corporation, unless the bylaws or a resolution of the board of directors shall otherwise provide, in which case the bylaws or a certified copy of the resolution, as the case may be, must be attached to this instrument.

EXHIBIT A

PREMISES

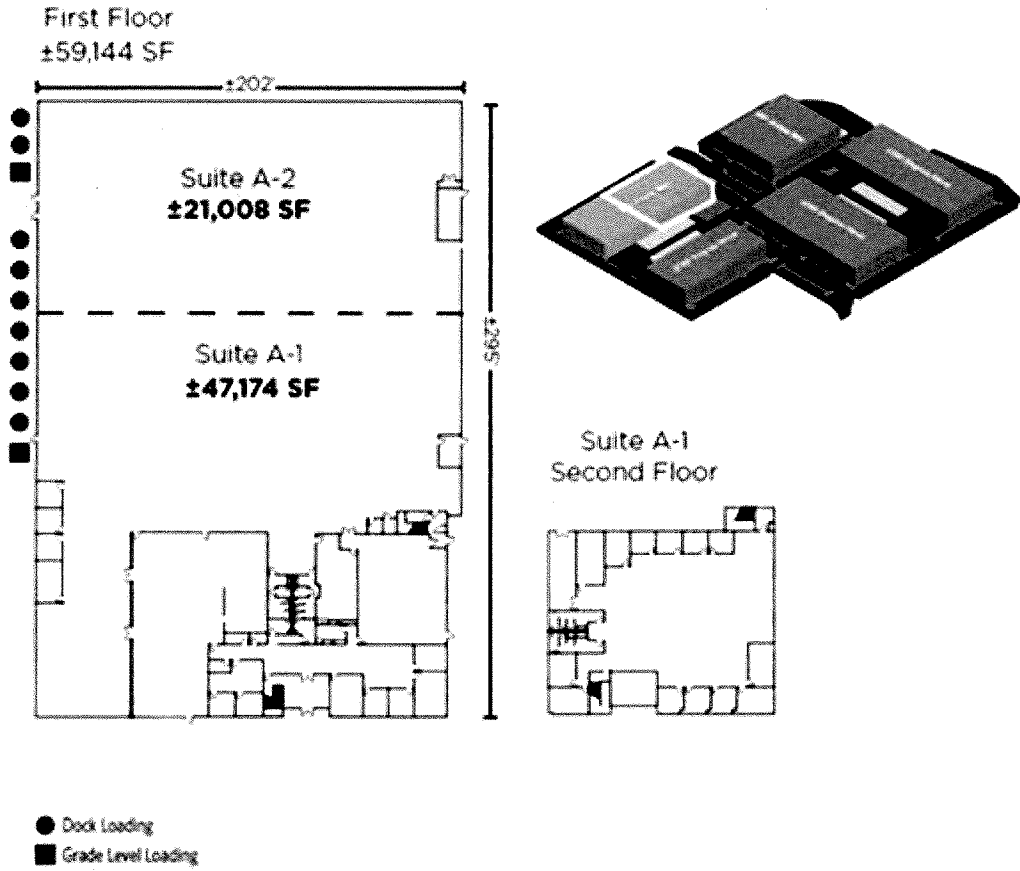


EXHIBIT B

RULES AND REGULATIONS

A. General Rules and Regulations. The following rules and regulations govern the use of the Building and Common Areas. Tenant will be bound by such rules and regulations and agrees to cause Tenant's agents, its employees, sublessees, assignees, contractors, suppliers, customers and invitees to observe the same.

1. Except as specifically provided in the Lease to which these Rules and Regulations are attached, no sign, placard, picture, advertisement, name or notice may be installed or displayed on any part of the outside or inside of the Building without the prior written consent of Landlord. Landlord will have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls are to be printed, painted, affixed or inscribed at the expense of Tenant and under the direction of Landlord by a person or company designated or approved by Landlord.

2. If Landlord objects in writing to any curtains, blinds, shades, screens or hanging plants or other similar objects attached to or used in connection with any window or door of the Premises, or placed on any windowsill, which is visible from the exterior of the Premises, Tenant will immediately discontinue such use following written notice from Landlord. Tenant agrees not to place anything against or near glass partitions or doors or windows which may appear unsightly from outside the Premises.

3. Tenant will not obstruct any sidewalks, passages, exits or entrances of the Project. Landlord will in all cases retain the right to control and prevent access to the Common Areas of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interest of the Project or its tenants, provided that nothing herein contained will be construed to unreasonably prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal or unlawful activities. No tenant and no employee or invitee of any tenant will go upon the roof of the Building.

4. Landlord expressly reserves the right to absolutely prohibit solicitation, canvassing, sales and displays of products, goods and wares in all portions of the Project. Landlord reserves the right to restrict and regulate the use of the Common Area of the Project by invitees of tenants providing services to tenants on a periodic or daily basis including food and beverage vendors. Such restrictions may include limitations on time, place, manner and duration of access to a tenant's premises for such purposes.

5. Landlord reserves the right to prevent access to the Project in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.

6. All cleaning and janitorial services for the Common Areas will be provided exclusively through Landlord, except with the written consent of Landlord, no person

or persons other than those approved by Landlord will be employed by Tenant or permitted to enter the Project for the purpose of cleaning the Common Areas. Tenant will not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises.

7. Landlord will furnish Tenant, free of charge, with two keys to each door lock in the Premises. Landlord may make a reasonable charge for any additional keys. Tenant shall not make or have made additional keys, and Tenant shall not alter any lock or install any new additional lock or bolt on any door of the Premises. Tenant, upon the termination of its tenancy, will deliver to Landlord the keys to all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, will pay Landlord therefor.

8. If Tenant requires telegraphic, telephonic, burglar alarm, satellite dishes, antennae or similar services, it will first obtain Landlord's written approval, and comply with Landlord's reasonable rules and requirements applicable to such services, which may include separate licensing by, and fees paid to, Landlord.

9. No deliveries will be made which impede or interfere with other tenants or the operation of the Building.

10. Except as expressly agreed in writing by Landlord, Tenant will not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of business equipment. Tenant will not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors, vibrations, nor will Tenant bring into or keep in or about the Premises any birds or animals.

11. Landlord reserves the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building. Without the written consent of Landlord, Tenant will not use the name of the Building or the Project in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

12. The toilet rooms, toilets, urinals, wash bowls and other apparatus will not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from any violation of this rule will be borne by the tenant who, or whose employees, invitees, break this rule.

13. Tenant will not sell, or permit the sale at retail of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise to the general public in or on the Premises. Tenant will not make any building-to-building solicitation of business from other Tenants in the Project. Tenant will not use the Premises for any business or activity other than that specifically provided for in this Lease. Canvassing, soliciting and distribution of handbills or any other written materials, and peddling in the Project are prohibited, and Tenant will cooperate with Landlord to prevent such activities.

14. Tenant will not install any radio or television antenna, loudspeaker, satellite dishes or other devices on the roof(s) or exterior walls of the Building or the Project. Tenant will not interfere with radio or television broadcasting or reception from or in the Project or elsewhere.

15. Except for the ordinary hanging of pictures and wall decorations and except for improvements approved by Landlord in writing, Tenant will not mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof, except in accordance with the provisions of the Lease pertaining to alterations. Landlord reserves the right to direct electricians as to where and how telephone and telegraph wires are to be introduced to the Premises. Tenant will not cut or bore holes for wires. Tenant will not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

16. Landlord reserves the right to exclude or expel from the Project any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of these Rules and regulations or other rules and regulations under Section 25 below.

17. Tenant will store all of its trash and garbage within its Premises or in other facilities approved by Landlord. Tenant will not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal is to be made in accordance with directions issued from time to time by Landlord.

18. The Premises will not be used for lodging nor shall the Premises be used for any improper, immoral or objectionable purpose.

19. Tenant agrees to comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

20. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

21. Tenant shall use at Tenant's cost such pest extermination and control contractor(s) for the Premises as Landlord may direct and at such intervals as Landlord may reasonably require.

22. To the extent Landlord reasonably deems it necessary to exercise exclusive control over any portions of the Common Area for the mutual benefit of the tenants in the Project, Landlord may do so subject to reasonable, non-discriminatory additional rules and regulations.

23. Tenant's requirements will be attended to only upon appropriate application to Landlord's property manager for the Project. Employees of Landlord will not perform any work or do anything outside of their regular duties unless under special instructions

from Landlord, and no employee of Landlord will admit any person (Tenant or otherwise) to any premises without specific instructions from Landlord.

24. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, and shall refrain from attempting to adjust any controls. Tenant shall comply with and participate in any program for metering or otherwise measuring the use of utilities and services, including, without limitation, programs requiring the disclosure or reporting of the use of any utilities or services. Tenant shall also cooperate and comply with, participate in, and assist in the implementation of (and take no action that is inconsistent with, or which would result in Landlord, the Building and/or the Project failing to comply with the requirements of) any conservation, sustainability, recycling, energy efficiency, and waste reduction programs, environmental protection efforts and/or other programs that are in place and/or implemented from time to time at the Building and/or the Project, including, without limitation, any required reporting, disclosure, rating or compliance system or program (including, but not limited to any LEED ([Leadership in Energy and Environmental Design] rating or compliance system, including those currently coordinated through the U.S. Green Building Council).

25. These Rules and Regulations are in addition to, and will not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord will be construed as a waiver of such Rules and Regulations in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Project.

26. Tenant shall at all times comply with, and shall cause its employees, agents and invitees to comply with such orders, laws, programs, procedures and protocols as may be implemented from time to time at or with respect to the Building in order to address any events or circumstances that may pose a danger or risk to persons or property, including, without limitation, community health emergencies, including any epidemic, quarantine, or any infectious disease-related outbreak.

27. Tenant shall establish and maintain an "Emergency Preparedness Plan" setting forth the steps to be taken by Tenant in the event of an emergency situation that affects access to and use of the Building and the Premises, including plans for business continuity in such a situation. Tenant shall upon request provide Landlord, Landlord's insurer and Landlord's lender with a copy of Tenant's Emergency Preparedness Plan, which shall include, without limitation, mobile phone numbers of at least two (2) representatives of Tenant who are able to contact all persons who are customarily or anticipated to be present in the Premises. Tenant shall update those mobile phone numbers from time to time as necessary to assure that Landlord may at any time contact those representatives. If Landlord so requests at any time, Tenant's representatives shall immediately notify all persons who are customarily or anticipated to be present in the Premises that access to the Premises, Building, and the Project has been suspended or limited by Landlord in response to an emergency condition as well as such additional information concerning that emergency condition as provided by Landlord, and Tenant shall

require that all such persons comply with any measures as may be implemented by Landlord to address any emergency conditions from time to time.

28. Landlord reserves the right to make such other and non-discriminatory Rules and Regulations as in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the Project and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations herein above stated and any additional non-discriminatory rules and regulations which are adopted. Tenant is responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

B. Parking Rules and Regulations. The following rules and regulations govern the use of the parking areas which serve the Project. Tenant will be bound by such rules and regulations and agrees to cause its agents, employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same.

1. Tenant will not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's agents, employees, subtenants, assignees, contractors, suppliers, customers or invitees to be loaded, unloaded or parked in areas other than those designed by Landlord for such activities. No vehicles are to be left in the parking areas overnight and no vehicles are to be parked in the parking areas other than normally sized passenger automobiles, motorcycles and pick-up trucks. No extended term storage of vehicles is permitted.

2. Vehicles must be parked entirely within painted stall lines of a single parking stall.

3. All directional signs and arrows must be observed.

4. The speed limit within all parking areas shall be five (5) miles per hour.

5. Parking is prohibited:

(a) in areas not striped for parking;

(b) in aisles or on ramps;

(c) where "no parking" signs are posted;

(d) in cross-hatched areas; and

(e) in such other areas as may be designated from time to time by

Landlord.

6. Trucks and trailers shall be parked only on concrete aprons. The front legs of any trailers stored on asphalt shall be placed only upon appropriate support placed between the trailer legs and the asphalt, so as to protect the asphalt from damage.

7. Tenant agrees not to materially or adversely interfere with the other tenants' use of the dock loading areas, common areas or driveways in the Project.

8. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicle if such vehicle's audio theft alarm system remains engaged for an unreasonable amount of time.

9. Washing, waxing, cleaning or servicing of any vehicle in any area not specifically reserved for such purpose is prohibited.

10. Landlord may refuse to permit any person to park in the parking facilities who violates these rules with unreasonable frequency, and any violation of these rules shall subject the violator's car to removal, at such car owner's expense. Tenant agrees to use its best efforts to acquaint its agents, employees, subtenants, assignees, contractors, suppliers, customers and invitees with these parking provisions, rules and regulations.

11. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicles which are used or parked in violation of these rules and regulations.

12. Landlord reserves the right from time to time to modify and/or adopt such other reasonable and non-discriminatory rules and regulations for the parking area as it deems necessary for the operation of the parking areas.

13. Landlord shall not be liable for, and Tenant hereby agrees not to assert and hereby waives any claim for (a) any loss of personal property left in vehicles or left in the parking areas, and (b) loss or damage to vehicles, unless in either case it is caused by the gross negligence or willful misconduct of Landlord or by Landlord's agents acting under and in accordance with express instructions of Landlord.

^{DS}
ST

Landlord's Initials

^{DS}
ca

Tenant's Initials

EXHIBIT C**TENANT WORK LETTER**

This Tenant Work Letter ("Tenant Work Letter") sets forth the terms and conditions relating to the construction of improvements for the Premises. All references in this Tenant Work Letter to "the Lease" shall mean the relevant portions of the Lease to which this Tenant Work Letter is attached as Exhibit C.

Section 1**BASE, SHELL AND CORE; LANDLORD PATIO WORK**

1.1 **Base, Shell and Core**. Landlord has previously constructed the base, shell, and core (i) of the Premises and (ii) of the floor(s) of the Building on which the Premises are located (collectively, the "Base, Shell, and Core"), and Tenant shall accept the Base, Shell and Core in its current "As-Is" condition existing as of the date of the Lease and the Commencement Date. Landlord shall install in the Premises certain "Tenant Improvements" (as defined below) pursuant to the provisions of this Tenant Work Letter. Except for the Tenant Improvement work described in this Tenant Work Letter and except for the Allowance set forth below, Landlord shall not be obligated to make or pay for any alterations or improvements to the Premises, the Building or the Project.

1.2 **Landlord Patio Work**. Landlord will construct an outdoor patio amenity area similar to the design shown on Exhibit C-1, which shall include a new patio area with barbecue and seating and a glass rollup door (collectively, the "Landlord Patio Work"). Tenant may not modify the scope of the Landlord Patio Work from that shown on Exhibit C-1. Tenant may modify the materials and equipment used in the Landlord Patio Work, subject to Landlord's reasonable approval; provided that such changes shall not result in an increase in the cost of the Landlord Patio Work of more than \$16,000.00 in the aggregate. Tenant shall pay Landlord within ten (10) days after written request all costs of the design and construction of the Landlord Patio Work in excess of \$80,000.00.

Section 2**CONSTRUCTION DRAWINGS FOR THE PREMISES**

2.1 **Final Space Plan**. Within five (5) days of the full execution and delivery of the Lease by Landlord and Tenant, Tenant shall meet with Landlord's architect and provide Landlord's architect with information regarding the preliminary layout and designation of all proposed offices, rooms and other partitioning, and their intended use and equipment to be contained therein (the "Information"). Landlord and its architect shall, based on such Information (subject to changes reasonably required by Landlord), prepare the final space plan for Tenant Improvements in the Premises (collectively, the "Final Space Plan"), which Final Space Plan shall include a layout and designation of all offices, rooms and other partitioning,

their intended use, and equipment to be contained therein, and shall deliver the Final Space Plan to Tenant for Tenant's approval. Tenant shall approve or reasonably disapprove the Final Space Plan or any revisions thereto within five (5) business days after Landlord delivers the Final Space Plan or such revisions to Tenant; provided, however, that Tenant may only disapprove the Final Space Plan to the extent the same is not (subject to changes reasonably required by Landlord) in substantial conformance with the Information provided by Tenant to Landlord's architect ("Space Plan Design Problem"). Tenant's failure to disapprove the Final Space Plan for any Space Plan Design Problem or any revisions thereto by written notice to Landlord (which notice shall specify in detail the reasonable reasons for Tenant's disapproval pertaining to any Space Plan Design Problem) within said five (5) business day period shall be deemed to constitute Tenant's approval of the Final Space Plan or such revisions.

2.2 Construction Drawings. Based upon and in conformity with the Final Space Plan, Landlord shall cause its architect and engineers to prepare and deliver to Tenant, for Tenant's approval, detailed specifications and engineered working drawings for the tenant improvements shown on the Final Space Plan (the "Working Drawings"). The Working Drawings shall incorporate modifications to the Final Space Plan as necessary to comply with the floor load and other structural and system requirements of the Building. To the extent that the finishes and specifications are not completely set forth in the Final Space Plan for any portion of the tenant improvements depicted thereon, the actual specifications and finish work shall be in accordance with the specifications for the Building's standard tenant improvement items, as determined by Landlord. Within five (5) business days after Tenant's receipt of the Working Drawings, Tenant shall approve or disapprove the same, which approval shall not be unreasonably withheld; provided, however, that Tenant may only disapprove the Working Drawings to the extent such Working Drawings are inconsistent with the Final Space Plan and only if Tenant delivers to Landlord, within such five (5) business days period, specific changes proposed by Tenant which are consistent with the Final Space Plan and do not constitute changes which would result in any of the circumstances described in items (i) through (iv) below. If any such revisions are timely and properly proposed by Tenant, Landlord shall cause its architect and engineers to revise the Working Drawings to incorporate such revisions and submit the same for Tenant's approval in accordance with the foregoing provisions, and the parties shall follow the foregoing procedures for approving the Working Drawings until the same are finally approved by Landlord and Tenant. Upon Landlord's and Tenant's approval of the Working Drawings, the same shall be known as the "Approved Working Drawings." The tenant improvements shown on the Approved Working Drawings shall be referred to herein as the "Tenant Improvements." Once the Approved Working Drawings have been approved by Landlord and Tenant, Tenant shall make no changes, change orders or modifications thereto without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion if such change or modification would: (i) directly or indirectly delay the Substantial Completion of the Premises; (ii) increase the cost of designing or constructing the Tenant Improvements above the cost of the tenant improvements depicted in the Final Space Plan; (iii) be of a quality lower than the quality of the standard tenant improvement items for the Building; and/or (iv) require any changes to the Base, Shell and Core or structural improvements or systems of the Building. The Final Space Plan, Working Drawings and Approved Working Drawings shall be collectively referred to herein as, the "Construction Drawings."

Section 3

CONSTRUCTION AND PAYMENT FOR
COSTS OF TENANT IMPROVEMENTS

Landlord shall cause a contractor designated by Landlord (the "Contractor") to construct the Tenant Improvements as depicted on the Approved Working Drawings in good workmanlike manner. Landlord shall pay for the cost of the design and construction of the Tenant Improvements in an amount up to, but not exceeding, \$10.00 per square foot of the Premises (i.e., up to \$471,740.00, based on 47,174 square feet of the Premises (the "Allowance"). The cost of the design and construction of the Tenant Improvements shall include Landlord's construction supervision and management fee in an amount equal to the product of (i) five percent (5%) and (ii) the amount equal to the sum of the Allowance and the Over-Allowance Amount (as such term is defined below). Tenant shall pay for all costs in excess of the Allowance ("Over-Allowance Amount"), which payment shall be made to Landlord in cash within ten (10) days after Tenant's receipt of invoice therefor from Landlord and, in any event, prior to the date Landlord causes the Contractor to commence the actions described in the first sentence of this Section 3. In the event that after Tenant pays the Over-Allowance Amount Tenant requests any changes, change orders or modifications to the Approved Working Drawings (which Landlord approves pursuant to Section 2 above) which increase the cost to construct the Tenant Improvements, Tenant shall pay such increased cost to Landlord immediately upon Landlord's request therefor, and, in any event, prior to the date Landlord causes the Contractor to commence construction of the changes, change orders or modifications. In no event shall Landlord be obligated to pay for any of Tenant's furniture, computer systems, telephone systems, equipment or other personal property which may be depicted on the Construction Drawings; such items shall be paid for by Tenant. Tenant shall not be entitled to receive in cash or as a credit against any rental or otherwise, any portion of the Allowance not used to pay for the cost of the design and construction of the Tenant Improvements.

Section 4

SUBSTANTIAL COMPLETION
OF THE TENANT IMPROVEMENTS

4.1 Substantial Completion. For purposes of this Lease, including for purposes of determining the Commencement Date, "Substantial Completion" of the Premises shall occur upon the completion of construction of the Tenant Improvements in the Premises pursuant to the Approved Working Drawings, with the exception of any punch list items and any tenant fixtures, work-stations, built-in furniture, or equipment to be installed by Tenant or under the supervision of Contractor.

4.2 Delay of the Substantial Completion of the Premises. If there shall be a delay or there are delays in the Substantial Completion of the Premises as a direct, indirect, partial, or total result of any of the following (collectively, "Tenant Delays"):

- 4.2.1 Tenant's failure to timely approve the Working Drawings or any other matter requiring Tenant's approval;
- 4.2.2 a breach by Tenant of the terms of this Tenant Work Letter or the Lease;
- 4.2.3 Tenant's request for changes in any of the Construction Drawings;
- 4.2.4 Tenant's requirement for materials, components, finishes or improvements which are not available in a commercially reasonable time given the estimated date of Substantial Completion of the Premises, as set forth in the Lease, or which are different from, or not included in, Landlord's standard tenant improvement items for the Building;
- 4.2.5 changes to the Base, Shell and Core, structural components or structural components or systems of the Building required by the Approved Working Drawings;
- 4.2.6 any changes in the Construction Drawings and/or the Tenant Improvements required by applicable laws if such changes are directly attributable to Tenant's use of the Premises or Tenant's specialized tenant improvement(s) (as determined by Landlord); or
- 4.2.7 any other acts or omissions of Tenant, or its agents, or employees;

then, notwithstanding anything to the contrary set forth in the Lease and regardless of the actual date of Substantial Completion, the Commencement Date shall be deemed to be the date the Commencement Date would have occurred if no Tenant Delays, as set forth above, had occurred.

Section 5

MISCELLANEOUS

5.1 Tenant's Entry Into the Premises Prior to Substantial Completion. Subject to the terms hereof and provided that Tenant and its agents do not interfere with Contractor's work in the Building and the Premises, at Landlord's reasonable discretion, Contractor shall allow Tenant access to the Premises commencing on December 15, 2020, and prior to the Substantial Completion of the Premises for the purpose of Tenant installing over-standard equipment or fixtures (including Tenant's data and telephone equipment) in the Premises. Prior to Tenant's entry into the Premises as permitted by the terms of this Section 5.1, Tenant shall submit a schedule to Landlord and Contractor, for their approval, which schedule shall detail the timing and purpose of Tenant's entry. In connection with any such entry, Tenant acknowledges and agrees that Tenant's employees, agents, contractors, consultants, workmen, mechanics, suppliers and invitees shall fully cooperate, work in harmony and not, in any manner, interfere with Landlord or Landlord's Contractor, agents or representatives in performing work in the Building and the Premises, or interfere with the general operation of the Building and/or the Project. If at any time any such person representing Tenant shall not be cooperative or shall otherwise cause or threaten to cause any such disharmony or interference, including, without limitation, labor disharmony, and Tenant fails to immediately institute and maintain corrective actions as directed by Landlord, then Landlord may revoke Tenant's entry rights upon twenty-

four (24) hours' prior written notice to Tenant. Tenant acknowledges and agrees that any such entry into and occupancy of the Premises or any portion thereof by Tenant or any person or entity working for or on behalf of Tenant shall be deemed to be subject to all of the terms, covenants, conditions and provisions of the Lease, excluding only the covenant to pay Rent (until the occurrence of the Commencement Date). Tenant further acknowledges and agrees that Landlord shall not be liable for any injury, loss or damage which may occur to any of Tenant's work made in or about the Premises in connection with such entry or to any property placed therein prior to the Commencement Date, the same being at Tenant's sole risk and liability. Tenant shall be liable to Landlord for any damage to any portion of the Premises, including the Tenant Improvement work, caused by Tenant or any of Tenant's employees, agents, contractors, consultants, workmen, mechanics, suppliers and invitees. In the event that the performance of Tenant's work in connection with such entry causes extra costs to be incurred by Landlord or requires the use of any Building services, Tenant shall promptly reimburse Landlord for such extra costs and/or shall pay Landlord for such Building services at Landlord's standard rates then in effect. In addition, Tenant shall hold Landlord harmless from and indemnify, protect and defend Landlord against any loss or damage to the Premises or Project and against injury to any persons caused by Tenant's actions pursuant to this Section 5.1.

5.2 Tenant's Representative. Tenant has designated Carlos Arnero as its sole representative with respect to the matters set forth in this Tenant Work Letter, who shall have full authority and responsibility to act on behalf of the Tenant as required in this Tenant Work Letter.

5.3 Landlord's Representative. Landlord has designated Greg Fall of CBRE as its sole representative with respect to the matters set forth in this Tenant Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of the Landlord as required in this Tenant Work Letter.

5.4 Time of the Essence in This Tenant Work Letter. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days. If any item requiring approval is timely disapproved by Landlord, the procedure for preparation of the document and approval thereof shall be repeated until the document is approved by Landlord.

5.5 Tenant's Lease Default. Notwithstanding any provision to the contrary contained in the Lease, if an Event of Default by Tenant under the Lease or any default by Tenant under this Work Letter has occurred at any time on or before the substantial completion of the Premises, then (i) in addition to all other rights and remedies granted to Landlord pursuant to the Lease, at law and/or in equity, Landlord shall have the right to cause Contractor to cease the construction of the Premises (in which case, Tenant shall be responsible for any delay in the Substantial Completion of the Premises caused by such work stoppage as set forth in Section 4.2 of this Tenant Work Letter), and (ii) all other obligations of Landlord under the terms of this Tenant Work Letter shall be forgiven until such time as such default is cured pursuant to the terms of the Lease (in which case, Tenant shall be responsible for any delay in the Substantial Completion of the Premises caused by such inaction by Landlord). In addition, if the Lease is terminated prior to the Commencement Date, for any reason due to an Event of Default by Tenant under the Lease or a default under this Tenant Work Letter, in addition to any other remedies available to Landlord under the Lease, at law and/or in equity, Tenant shall pay to

Landlord, as Additional Rent under the Lease, within five (5) days of receipt of a statement therefor, any and all costs incurred by Landlord (including any portion of the Allowance disbursed by Landlord) and not reimbursed or otherwise paid by Tenant through the date of such termination in connection with the Tenant Improvements to the extent planned, installed and/or constructed as of such date of termination, including, but not limited to, any costs related to the removal of all or any portion of the Tenant Improvements and restoration costs related thereto.

5.6 Test Fit. Tenant shall engage Consolidated Builders Systems, (CBSI) Inc to perform a test-fit for the Premises. Landlord shall provide Tenant a test-fit allowance of \$3,000.00 (the "Test-Fit Allowance"), which may be used only for the costs to prepare a test-fit for the Premises. Landlord shall pay the Test-Fit Allowance to Tenant within thirty (30) days after the last to occur of (a) the full execution and delivery of this Lease, (b) Landlord's receipt of the test-fit, and (c) Landlord's receipt of an invoice from Tenant's space planner. Landlord shall be entitled to copies of all plans created utilizing the Test-Fit Allowance and shall own those plans.

EXHIBIT C -1

LANDLORD PATIO WORK

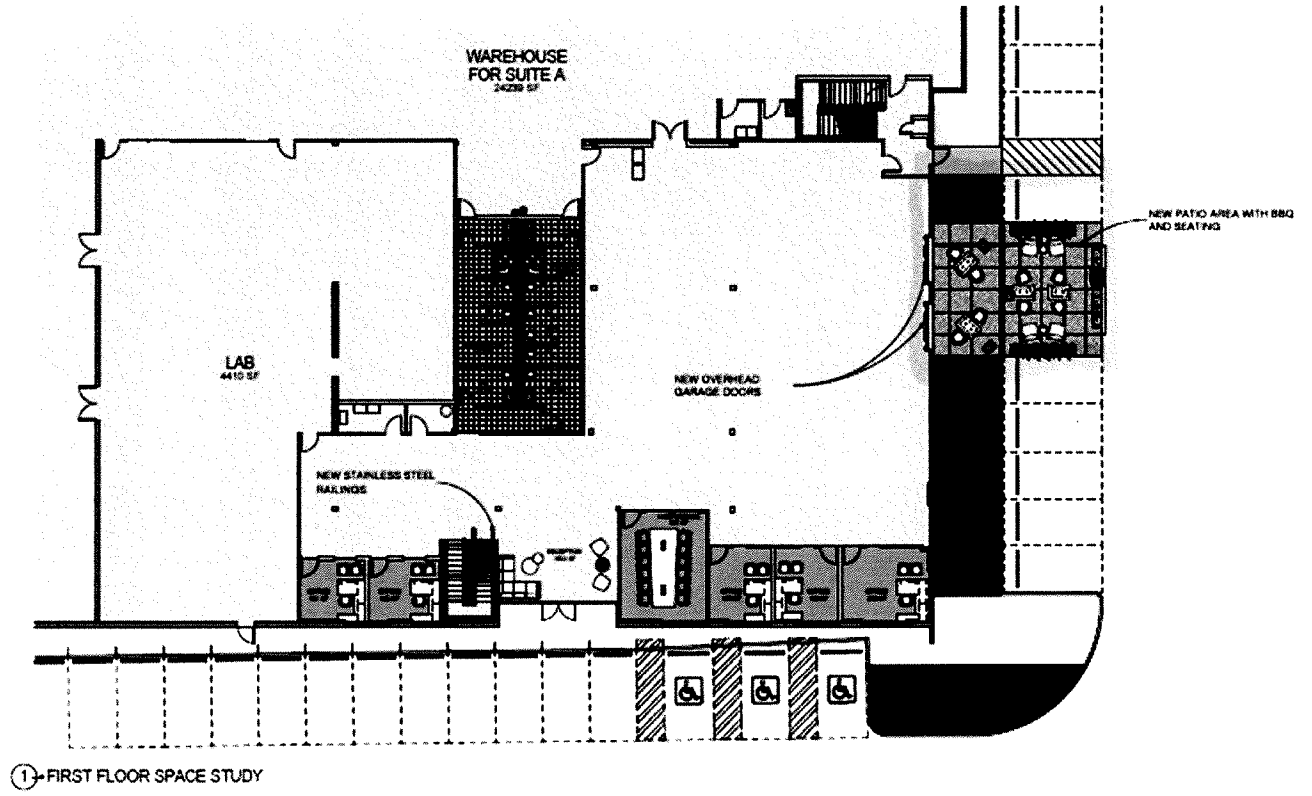


EXHIBIT 2

THREE-DAY NOTICE TO PAY RENT OR QUIT

TO: Datron World Communication, Inc.
995 Joshua Way, Suite A
Vista, California 92081

PLEASE TAKE NOTICE that within three days after service of this notice upon you, you are required to pay the rent and other amounts now due and owing for the premises located at 995 Joshua Way, Suite A, Vista, California 92081 (“Premises”) in the amount of: \$285,149.31.¹

Within three days after service of this notice upon you, the total overdue rent, in the amount stated above, must be made by cash or cashier’s check payable to: BCI IV North County Commerce LP (“Lessor”) and must be delivered to: Jason E. Goldstein, Buchalter, 18400 Von Karman Avenue, Suite 800, Irvine, California 92612 (“Representative”) between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday.

In the alternative, you are required to vacate and deliver the Premises to Lessor, c/o Representative within three (3) days after service of this notice upon you.

If you fail either to pay the amount of rent demanded in this notice or to vacate and deliver the Premises to the Representative within three (3) days, the undersigned will commence legal proceedings against you to: (1) declare a forfeiture of your Lease, (2) recover possession of the Premises, (3) recover the rent demanded herein, due for the periods covered by this notice, and (4) recover damages for each day that you occupy the Premises after the periods covered by this notice, plus statutory damages, if any and costs of suit, including attorneys’ fees.

Further, if you fail to timely pay the amount demanded by this notice, the undersigned declares the forfeiture of the Lease, under which you hold possession of the Premises.

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¹ Pursuant to *Code of Civil Procedure* § 1161.1(a), the amount of unpaid rent stated above is a reasonable estimate of the amount due and owing as of the date of this notice.

NOTICE OF NONWAIVER OF RIGHTS: Pursuant to *Code of Civil Procedure* §§ 1161.1(b) and (c), Lessor's acceptance of a partial rent payment after service of this notice upon you or after commencement of a civil action predicated upon this notice shall not constitute a waiver of any rights, including any rights Lessor may have to recover possession of the Premises or amounts which have been due and owing during the past year or for more than one year.

Date: October 16, 2025 BCI IV North County Commerce LP

Holly Fessler

Holly Fessler, Authorized Agent For BCI IV North Country
Commerce LP

EXHIBIT 3

**JGI | JOSEPH GOLDBAUM INC.
DECLARATION OF SERVICE TO TENANT**

I, JOSEPH GOLDBAUM, declare that I served the THREE-DAY NOTICE TO PAY RENT OR QUIT (Code of Civil Procedure §1161.1(a)), on the following Tenant(s):

TO: **Datron World Communication, Inc.**

PREMISES: **995 Joshua Way, Suite A
Vista, California 92081**

by serving it in the manner as set forth below:

PERSONAL SERVICE

() By delivering a copy of the described Notice to the said Tenant(s) _____, on _____ at _____ .m.

CONSTRUCTIVE SERVICE

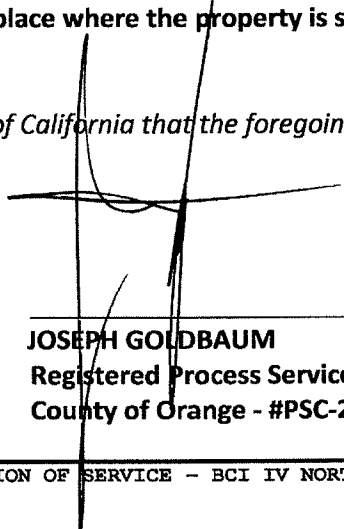
(X) By serving said Notice as authorized by C.C.P. Section 1162(2)(3) on said Tenant(s) as checked below:

() By LEAVING a true copy for each said Tenant(s) _____, on _____, at _____ .m., with _____, a person of suitable age and discretion at the residence or usual place of business of the Tenant(s), said Tenant(s) being absent therefrom; and MAILING a copy to each said Tenant(s) by depositing said copies in the United States Mail, in a sealed envelope with postage fully prepaid, addressed to the Tenant(s) at their place of residence or business on _____, from _____, California.

(X) By POSTING a copy for said Tenant(s) DATRON WORLD COMMUNICATION, INC., on 10/17/2025, at 1:58 p.m., in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at any known place of residence or business of said Tenant(s); and MAILING a copy to said Tenant(s) by first class mail, and depositing said copies in the United States Mail, in a sealed envelope with postage fully prepaid, addressed to the Tenant(s) at their place where the property is situated on 10/17/2025, from Irvine, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 10/18/2025



**JOSEPH GOLDBAUM
Registered Process Service
County of Orange - #PSC-227**

EXHIBIT 2

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jason E. Goldstein (SBN 207481) / Jason T. Newton (SBN 361570) BUCHALTER, APC 18400 VON KARMAN AVENUE, SUITE 800 IRVINE, CA 92612 TELEPHONE NO.: (949) 760-1121 FAX NO. (Optional): (949) 720-0182 E-MAIL ADDRESS (Optional): jgoldstein@buchalter.com / jnewton@buchalter.com ATTORNEY FOR (Name): Plaintiff: BCI IV NORTH COUNTY COMMERCE LP	11/7/2025 10:22:49 AM Clerk of the Superior Court By T. Automation, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 WEST BROADWAY MAILING ADDRESS: 330 WEST BROADWAY CITY AND ZIP CODE: SAN DIEGO, CA 92101 BRANCH NAME: HALL OF JUSTICE	
PLAINTIFF/PETITIONER: BCI IV NORTH COUNTY COMMERCE LP DEFENDANT/RESPONDENT: DATRON WORLD COMMUNICATIONS, INC.	CASE NUMBER: 25UD058867C
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: DEPT.

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. summons Eviction
 - b. complaint Unlawful Detainer
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet (served in complex cases only)
 - e. cross-complaint
 - f. other (specify documents): Plaintiff's Mandatory Cover Sheet; Prejudgment Claim of Right to Possession
3. a. Party served (specify name of party as shown on documents served):
 DATRON WORLD COMMUNICATIONS, INC., a California corporation
 - b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
 C.T. CORPORATION SYSTEMS, Agent for Service of Process by serving Jaqueline Mejia, Intake Specialist
4. Address where the party was served: 330 N. Brand Blvd., Suite 700, Glendale, CA 91203
5. I served the party (check proper box)
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 11/03/2025 (2) at (time): 2:09 PM
 - b. **by substituted service.** On (date): _____ at (time): _____ I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
 - (1) **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): _____ from (city): _____ or a declaration of mailing is attached.
 - (5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: BCI IV NORTH COUNTY COMMERCE LP	CASE NUMBER: 25UD058867C
DEFENDANT/RESPONDENT: DATRON WORLD COMMUNICATIONS, INC.	

5. c. **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on *(date)*: _____ (2) from *(city)*: _____
- (3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. **by other means** (*specify means of service and authorizing code section*):

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:
- a. as an individual defendant.
- b. as the person sued under the fictitious name of (*specify*):
- c. as occupant.
- d. On behalf of (*specify*): DATRON WORLD COMMUNICATIONS, INC., a California corporation under the following Code of Civil Procedure section:
- | | |
|---|---|
| <input checked="" type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. **Person who served papers**

- a. Name: Joseph Goldbaum - JGI | Joseph Goldbaum Inc.
- b. Address: 4790 Irvine Blvd., Suite 105-504, Irvine, CA 92620
- c. Telephone number: (949) 795-0760
- d. **The fee** for service was: \$ 130.00
- e. I am:
- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) a registered California process server:
- (i) owner employee independent contractor.
- (ii) Registration No.: PSC-227
- (iii) County: Orange

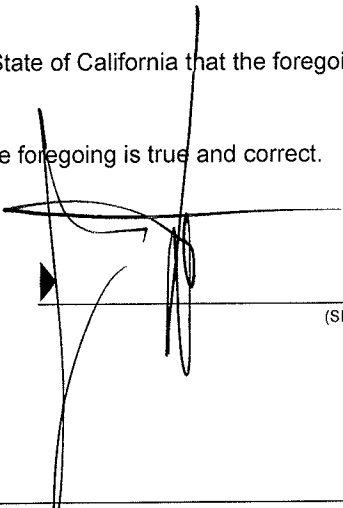
8. **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date: 11/05/2025

Joseph Goldbaum
(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)



(SIGNATURE)



BA20251942919



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: BA20251942919

Date Filed: 9/30/2025

B4052-9498 09/30/2025 2:01 PM Received by California Secretary of State

Entity Details	
Corporation Name	DATRON WORLD COMMUNICATIONS, INC.
Entity No.	2572888
Formed In	CALIFORNIA

Street Address of Principal Office of Corporation	
Principal Address	995 JOSHUA WAY SUITE A VISTA, CA 92081

Mailing Address of Corporation	
Mailing Address	995 JOSHUA WAY, SUITE A VISTA, CA 92081
Attention	Letty Green

Street Address of California Office of Corporation	
Street Address of California Office	995 JOSHUA WAY, SUITE A VISTA, CA 92081

Officers		
Officer Name	Officer Address	Position(s)
MARK D SCHMIDT	995 JOSHUA WAY, SUITE A VISTA, CA 92081	Chief Executive Officer
+ DAVE D DOWNING	995 JOSHUA WAY, SUITE A VISTA, CA 92081	Chief Financial Officer, Secretary

Additional Officers			
Officer Name	Officer Address	Position	Stated Position
LARSON ISELY	995 JOSHUA WAY, SUITE A VISTA, CA 92081	Vice President	
DAVE D DOWNING	995 JOSHUA WAY, SUITE A VISTA, CA 92081	Treasurer	

Directors	
Director Name	Director Address
MARK D SCHMIDT	995 JOSHUA WAY, SUITE A VISTA, CA 92081
LARSON J ISELY	995 JOSHUA WAY, SUITE A VISTA, CA 92081

The number of vacancies on Board of Directors is: 0

Agent for Service of Process	
California Registered Corporate Agent (1505)	C T CORPORATION SYSTEM Registered Corporate 1505 Agent

Type of Business	COMMUNICATIONS
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Email Notifications	
---------------------	--

Opt-in Email Notifications

No, I do NOT want to receive entity notifications via email. I prefer notifications by USPS mail.

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

LETICIA GREEN

09/30/2025

Signature

Date

11/18/2025 10:05:52 AM

Clerk of the Superior Court
 By T. Automation, Deputy Clerk

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jason E. Goldstein (SBN 207481) / Jason T. Newton (SBN 361570) BUCHALTER, APC 18400 VON KARMAN AVENUE, SUITE 800 IRVINE, CA 92612 TELEPHONE NO.: (949) 760-1121 FAX NO. (Optional): (949) 720-0182 E-MAIL ADDRESS (Optional): jgoldstein@buchalter.com / jnewton@buchalter.com ATTORNEY FOR (Name): Plaintiff: BCI IV NORTH COUNTY COMMERCE LP		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 WEST BROADWAY MAILING ADDRESS: 330 WEST BROADWAY CITY AND ZIP CODE: SAN DIEGO, CA 92101 BRANCH NAME: HALL OF JUSTICE		
PLAINTIFF/PETITIONER: BCI IV NORTH COUNTY COMMERCE LP DEFENDANT/RESPONDENT: DATRON WORLD COMMUNICATIONS, INC.	CASE NUMBER: 25UD058867C	
PROOF OF SERVICE OF SUMMONS		Ref. No. or File No.: DEPT.

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. summons Eviction
 - b. complaint Unlawful Detainer
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet (served in complex cases only)
 - e. cross-complaint
 - f. other (specify documents): Plaintiff's Mandatory Cover Sheet; Prejudgment Claim of Right to Possession
3. a. Party served (specify name of party as shown on documents served):
 ALL UNKNOWN OCCUPANTS IN POSSESSION
 - b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
4. Address where the party was served: 995 Joshua Way, Suite A, Vista, CA 92081
5. I served the party (check proper box)
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): (2) at (time):
 - b. **by substituted service.** On (date): 11/13/2025 at (time): 12:48 PM I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
 JOHN DOE, Employee (Caucasian Male/60's/5'6"/150 lbs/Gray Hair/Brown Eyes - Glasses - Small Man)
 - (1) **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): 11/14/2025 from (city): Irvine or a declaration of mailing is attached.
 - (5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: BCI IV NORTH COUNTY COMMERCE LP	CASE NUMBER: 25UD058867C
DEFENDANT/RESPONDENT: DATRON WORLD COMMUNICATIONS, INC.	

5. c. **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on *(date)*: _____ (2) from *(city)*: _____
- (3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)

- d. **by other means** (*specify means of service and authorizing code section*):
On 11/13/2025 at 12:48 p.m., copies of documents were POSTED in a conspicuous place on the premises/property, Pursuant to CCP 415.46 (occupant)

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. as an individual defendant.
- b. as the person sued under the fictitious name of (*specify*): _____
- c. as occupant.
- d. On behalf of (*specify*): ALL UNKNOWN OCCUPANTS IN POSSESSION
under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input checked="" type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: _____ |

7. **Person who served papers**

- a. Name: Joseph Goldbaum - JGI | Joseph Goldbaum Inc.
- b. Address: 4790 Irvine Blvd., Suite 105-504, Irvine, CA 92620
- c. Telephone number: (949) 795-0760
- d. The fee for service was: \$ 235.00
- e. I am:

- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) a registered California process server:
- (i) owner employee independent contractor.
- (ii) Registration No.: PSC-227
- (iii) County: Orange

8. **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

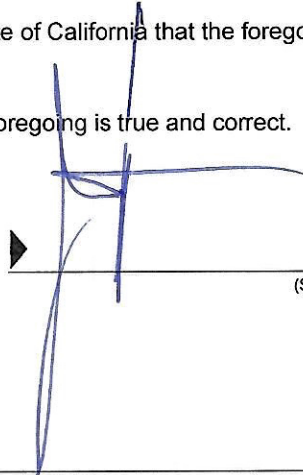
or

9. **I am a California sheriff or marshal** and I certify that the foregoing is true and correct.

Date: 11/15/2025

Joseph Goldbaum

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)



(SIGNATURE)

EXHIBIT 3

ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name, state bar number, and address</i>): Jason E. Goldstein (SBN 207481); Jason T. Newton (SBN 361570) BUCHALTER, A Professional Corporation 18400 Von Karman Avenue, Suite 800 Irvine, CA 92612 TELEPHONE NO.: (949) 760-1121 FAX NO. (<i>Optional</i>): (949) 720-0182 E-MAIL ADDRESS (<i>Optional</i>): jgoldstein@buchalter.com; jnewton@buchalter.com ATTORNEY FOR (<i>Name</i>): Plaintiff, BCI IV North County Commerce LP	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY AND ZIP CODE: San Diego 92101 BRANCH NAME: Hall of Justice	
PLAINTIFF (<i>Name</i>): BCI IV North County Commerce LP DEFENDANT (<i>Name</i>): Datron World Communications, Inc., et al.	
<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> DECLARATION FOR DEFAULT JUDGMENT BY COURT (Unlawful Detainer—Code Civil Proc., § 585(d)) </div> <div style="text-align: right;"> CASE NUMBER: 25UD058867C </div> </div>	

1. My name is (*specify*): Holly Fessler
 - a. I am the plaintiff in this action.
 - b. I am

(1) <input type="checkbox"/> an owner of the property	(3) <input checked="" type="checkbox"/> an agent of the owner
(2) <input type="checkbox"/> a manager of the property	(4) <input type="checkbox"/> other (<i>specify</i>):

2. The property concerning this action is located at (*street address, apartment number, city, and county*):
 995 Joshua Way, Suite A, Vista, California 92081, San Diego County

3. Personal knowledge. I personally know the facts stated in this declaration and, if sworn as a witness, could testify competently thereto. I am personally familiar with the rental or lease agreement, defendant's payment record, the condition of the property, and defendant's conduct.

4. Agreement was written oral as follows:
 - a. On or about (*date*): 11/23/2020 defendant (*name each*): Datron World Communications, Inc., a California corporation

(1) agreed to rent the property for a <input type="checkbox"/> month-to-month tenancy	<input checked="" type="checkbox"/> other tenancy (<i>specify</i>): 64 month term
(2) agreed to pay rent of \$42,456.60 payable <input checked="" type="checkbox"/> monthly	<input type="checkbox"/> other (<i>specify frequency</i>):
+ CAM, etc.	
with rent due on the <input checked="" type="checkbox"/> first of the month <input type="checkbox"/> other day (<i>specify</i>):	
 - b. Original agreement is attached (*specify*): to the original complaint.
 to the *Application for Immediate Writ of Possession*. to this declaration, labeled Exhibit 4b.
 - c. Copy of agreement with a declaration and order to admit the copy is attached (*specify*):
 to the *Application for Immediate Writ of Possession*. to this declaration, labeled Exhibit 4c.

5. Agreement changed.
 - a. More than one change in rent amount (*specify history of all rent changes and effective dates up to the last rent change*) on Attachment 5a (form MC-025).
 - b. Change in rent amount (*specify last rent change*). The rent was changed from \$ to \$, which became effective on (*date*): and was made
 - (1) by agreement of the parties and subsequent payment of such rent.
 - (2) by service on defendant of a notice of change in terms pursuant to Civil Code section 827 (*check item 5d*).
 - (3) pursuant to a written agreement of the parties for change in terms (*check item 5e or 5f*).
 - c. Change in rent due date. Rent was changed, payable in advance, due on (*specify day*): .
 - d. A copy of the notice of change in terms is attached to this declaration, labeled Exhibit 5d.
 - e. Original agreement for change in terms is attached (*specify*): to the original complaint.
 to the *Application for Immediate Writ of Possession*. to this declaration, labeled Exhibit 5e.
 - f. Copy of agreement for change in terms with a declaration and order to admit the copy is attached (*specify*):
 to the *Application for Immediate Writ of Possession*. to this declaration, labeled Exhibit 5f.

PLAINTIFF (Name): BCI IV North County Commerce LP	CASE NUMBER: 25UD058867C
DEFENDANT (Name): Datron World Communications, Inc., et al.	

6. Notice to quit.

- a. Defendant was served with a
 - (1) 3-day notice to pay rent or quit
 - (2) 3-day notice to perform covenants or quit
 - (3) Other (specify):
 - (4) 3-day notice to quit
 - (5) 30-day notice to quit
 - (6) 60-day notice to quit
- b. The 3-day notice to pay rent or quit demanded rent due in the amount of (specify): \$285,149.31 for the rental period beginning on (date) 8/5/2021 and ending on (date) 10/22/2025.
- c. The total rent demanded in the 3-day notice under item 6b is different from the agreed rent in item 4a(2) (specify history of dates covered by the 3-day notice and any partial payments received to arrive at the balance) on Attachment 6c (form MC-025).
- d. The original or copy of the notice specified in item 6a is attached to (specify): the original complaint.
 this declaration, labeled Exhibit 6d. (The original or a copy of the notice MUST be attached to this declaration if not attached to the original complaint.)

7. Service of notice.

- a. The notice was served on defendant (name each): Datron World Communications, Inc.
 - (1) personally on (date):
 - (2) by substituted service, including a copy mailed to the defendant, on (date):
 - (3) by posting and mailing on (date mailed): 10/17/2025
- b. A prejudgment claim of right to possession was served on the occupants pursuant to Code of Civil Procedure section 415.46.

8. Proof of service of notice. The original or copy of the proof of service of the notice in item 6a is attached to (specify):

- a. the original complaint.
- b. this declaration, labeled Exhibit 8b. (The original or copy of the proof of service MUST be attached to this declaration if not attached to the original complaint.)

9. Notice expired. On (date): 10/22/2025 the notice in item 6 expired at the end of the day and defendant failed to comply with the requirements of the notice by that date. No money has been received and accepted after the notice expired.

10. The fair rental value of the property is \$2,315.98 per day, calculated as follows:

- a. (rent per month) x (0.03288) (12 months divided by 365 days)
- b. rent per month divided by 30
- c. other valuation (specify):

11. Possession. The defendant

- a. vacated the premises on (date):
- b. continues to occupy the property on (date of this declaration): 12/3/2025

12. Holdover damages. Declarant has calculated the holdover damages as follows:

- a. Damages demanded in the complaint began on (date): 10/22/2025
- b. Damages accrued through (date specified in item 11): 12/3/2025
- c. Number of days that damages accrued (count days using the dates in items 12a and 12b): 42
- d. Total holdover damages ((daily rental value + CAM, etc. in item 10) x (number of days in item 12c)): \$147,933.64

13. Reasonable attorney fees are authorized in the lease or rental agreement pursuant to paragraph (specify): 31.1 and reasonable attorney fees for plaintiff's attorney (name): Jason E. Goldstein, et al. are \$10,048.50.

14. Court costs in this case, including the filing fee, are \$930.00

PLAINTIFF (Name): BCI IV North County Commerce LP DEFENDANT (Name): Datron World Communications, Inc., et al.	CASE NUMBER: 25UD058867C
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15. Declarant requests a judgment on behalf of plaintiff for:
 a. A money judgment as follows:

(1)	<input checked="" type="checkbox"/>	Past-due rent (<i>item 6b</i>)	\$	153,660.70
(2)	<input checked="" type="checkbox"/>	Holdover damages (<i>item 12d</i>)	\$	147,933.64
(3)	<input checked="" type="checkbox"/>	Attorney fees (<i>item 13</i>)*	\$	10,048.50
(4)	<input checked="" type="checkbox"/>	Costs (<i>item 14</i>)	\$	930.00
(5)	<input type="checkbox"/>	Other (<i>specify</i>):	\$	
(6)		TOTAL JUDGMENT	\$	312,572.84

* Attorney fees are to be paid by *(name)* only.

- b. Possession of the premises in item 2 (*check only if a clerk's judgment for possession was not entered*).
 c. Cancellation of the rental agreement. Forfeiture of the lease.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: December 3, 2025

Holly Fessler, Authorized Representative for BCI IV
 North County Commerce LP

 (TYPE OR PRINT NAME)

} *Holly Fessler*

 (SIGNATURE OF DECLARANT)

Summary of Exhibits

16. Exhibit 4b: Original rental agreement.
17. Exhibit 4c: Copy of rental agreement with declaration and order to admit the copy.
18. Exhibit 5d: Copy of notice of change in terms.
19. Exhibit 5e: Original agreement for change of terms.
20. Exhibit 5f: Copy of agreement for change in terms with declaration and order to admit copy.
21. Exhibit 6d: Original or copy of the notice to quit under item 6a (*MUST be attached to this declaration if it is not attached to original complaint*).
22. Exhibit 8b: Original or copy of proof of service of notice in item 6a (*MUST be attached to this declaration if it is not attached to original complaint*).
23. Other exhibits (*specify number and describe*):

EXHIBIT 4

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: 207481 / 361570 NAME: Jason E. Goldstein / Jason T. Newton FIRM NAME: BUCHALTER, A Professional Corporation STREET ADDRESS: 18400 Von Karman Avenue, Suite 800 CITY: Irvine STATE: CA ZIP CODE: 92612 TELEPHONE NO.: (949) 760-1121 FAX NO.: (949) 720-0182 E-MAIL ADDRESS: jgoldstein@buchalter.com; jnewton@buchalter.com ATTORNEY FOR (name): Plaintiff BCI IV North County Commerce LP	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY AND ZIP CODE: San Diego 92101 BRANCH NAME: Hall of Justice	
Plaintiff/Petitioner: BCI IV North County Commerce LP Defendant/Respondent: Datron World Communications, Inc., et al.	
REQUEST FOR (Application) <input type="checkbox"/> Entry of Default <input type="checkbox"/> Clerk's Judgment <input checked="" type="checkbox"/> Court Judgment	CASE NUMBER: 25UD058867C
Not for use in actions under the Fair Debt Buying Practices Act (Civ. Code, § 1788.50 et seq.); (see form CIV-105)	

1. TO THE CLERK: On the complaint or cross-complaint filed
- a. on (date): October 30, 2025
 - b. by (name): BCI IV North County Commerce LP, a Delaware limited partnership
 - c. Enter default of defendant (names):
 - d. I request a court judgment under Code of Civil Procedure sections 585(b), 585(c), 989, etc., against defendant (names): Datron World Communications, Inc., a California corporation

(Testimony required. Apply to the clerk for a hearing date, unless the court will enter a judgment on an affidavit under Code Civ. Proc., § 585(d).)

- e. Enter clerk's judgment
 - (1) for restitution of the premises only and issue a writ of execution on the judgment. Code of Civil Procedure section 1174(c) does not apply. (Code Civ. Proc., § 1169.)
 - Include in the judgment all tenants, subtenants, named claimants, and other occupants of the premises. The *Prejudgment Claim of Right to Possession* was served in compliance with Code of Civil Procedure section 415.46.
 - (2) under Code of Civil Procedure section 585(a). (Complete the declaration under Code Civ. Proc., § 585.5 on the reverse (item 5).)
 - (3) for default previously entered on (date):

2. **Judgment to be entered.**

	Amount	Credits acknowledged	Balance
a. Demand of complaint	\$ 301,594.34	\$ 0.00	\$ 301,594.34
b. Statement of damages*			
(1) Special	\$ 0.00	\$ 0.00	\$ 0.00
(2) General	\$ 0.00	\$ 0.00	\$ 0.00
c. Interest	\$ 0.00	\$ 0.00	\$ 0.00
d. Costs (see reverse)	\$ 930.00	\$ 0.00	\$ 930.00
e. Attorney fees	\$ 10,048.50	\$ 0.00	\$ 10,048.50
f. TOTALS	\$ 312,572.84	\$ 0.00	\$ 312,572.84
g. Daily damages were demanded in complaint at the rate of: \$ 2,315.98 per day beginning (date): 10/22/2025			
(* Personal injury or wrongful death actions; Code Civ. Proc., § 425.11.)			

3. (Check if filed in an unlawful detainer case.) **Legal document assistant or unlawful detainer assistant** information is on the reverse (complete item 4).

Date: December 3, 2025

Jason E. Goldstein _____
 (TYPE OR PRINT NAME)

▶ Is/ Jason E. Goldstein _____
 (SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

FOR COURT USE ONLY	(1) <input type="checkbox"/> Default entered as requested on (date):	(2) <input type="checkbox"/> Default NOT entered as requested (state reason):	Clerk, by _____, Deputy
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Plaintiff/Petitioner: BCI IV North County Commerce LP Defendant/Respondent: Datron World Communications, Inc., et al.	CASE NUMBER: 25UD058867C
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4. **Legal document assistant or unlawful detainer assistant (Bus. & Prof. Code, § 6400 et seq.).** A legal document assistant or unlawful detainer assistant did did not for compensation give advice or assistance with this form. If declarant has received **any** help or advice for pay from a legal document assistant or unlawful detainer assistant, state:

- | | |
|--|----------------------------|
| a. Assistant's name: | c. Telephone no.: |
| b. Street address, city, and zip code: | d. County of registration: |
| | e. Registration no.: |
| | f. Expires on (date): |

5. **Declaration under Code Civ. Proc., § 585.5** (for entry of default under Code Civ. Proc., § 585(a)). This action

a. is is not on a contract or installment sale for goods or services subject to Civ. Code, § 1801 et seq. (Unruh Act).

b. is is not on a conditional sales contract subject to Civ. Code, § 2981 et seq. (Rees-Levering Motor Vehicle Sales and Finance Act).

c. is is not on an obligation for goods, services, loans, or extensions of credit subject to Code Civ. Proc., § 395(b).

6. **Declaration of mailing (Code Civ. Proc., § 587).** A copy of this *Request for Entry of Default* was

a. **not mailed** to the following defendants, whose addresses are unknown to plaintiff or plaintiff's attorney (*names*):

b. **mailed** first-class, postage prepaid, in a sealed envelope addressed to each defendant's attorney of record or, if none, to each defendant's last known address as follows:

(1) Mailed on (date): _____ (2) To (*specify names and addresses shown on the envelopes*): _____

I declare under penalty of perjury under the laws of the State of California that the foregoing items 4, 5, and 6 are true and correct.
 Date: December 3, 2025

Jason E. Goldstein	<i>/s/ Jason E. Goldstein</i>
(TYPE OR PRINT NAME)	(SIGNATURE OF DECLARANT)

7. **Memorandum of costs** (required if money judgment requested). Costs and disbursements are as follows (Code Civ. Proc., § 1033.5):

a. Clerk's filing fees	\$	435.00
b. Process server's fees	\$	495.00
c. Other (<i>specify</i>):	\$	
d.	\$	
e. TOTAL	\$	930.00

f. Costs and disbursements are waived.

g. I am the attorney, agent, or party who claims these costs. To the best of my knowledge and belief this memorandum of costs is correct and these costs were necessarily incurred in this case.

I declare under penalty of perjury under the laws of the State of California that the foregoing item 7 is true and correct.
 Date: December 3, 2025

Jason E. Goldstein	<i>/s/ Jason E. Goldstein</i>
(TYPE OR PRINT NAME)	(SIGNATURE OF DECLARANT)

Plaintiff/Petitioner: BCI IV North County Commerce LP Defendant/Respondent: Datron World Communications, Inc., et al.	CASE NUMBER: 25UD058867C
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8. **Declaration of nonmilitary status** (required for a judgment).

No defendant/respondent named in item 1c is in the military service of the United States as defined by either the Servicemembers Civil Relief Act (see 50 U.S.C. § 3911(2)) or California Military and Veterans Code sections 400 and 402(f).

I know that no defendant/respondent named in item 1c is in the U.S. military service because (check all that apply):

- a. the search results that I received from <https://scra.dmdc.osd.mil/> say the defendant/respondent is not in the U.S. military service.
- b. I am in regular communication with the defendant/respondent and know that they are not in the U.S. military service.
- c. I recently contacted the defendant/respondent, and they told me that they are not in the U.S. military service.
- d. I know that the defendant/respondent was discharged from U.S. military service on or about (date):
- e. the defendant/respondent is not eligible to serve in the U.S. military because they are:
 - incarcerated a business entity
- f. other(specify):

Note

- U.S. military status can be checked online at <https://scra.dmdc.osd.mil/>.
- If the defendant/respondent is in the military service, or their military status is unknown, the defendant/respondent is entitled to certain rights and protections under federal and state law before a default judgment can be entered.
- For more information, see <https://selfhelp.courts.ca.gov/military-defaults>.

I declare under penalty of perjury under the laws of the State of California that the foregoing item 8 is true and correct.

Date: December 3, 2025

Jason E. Goldstein

(TYPE OR PRINT NAME)

▶ /s/ Jason E. Goldstein

(SIGNATURE OF DECLARANT)