

(Thirty-One: Signs, Cards -Cont'd)

remove such sign, placard or advertisement, without being liable to Lessee or any other party for entry into the Demised Premises for purposes of such removal or for damages to such sign, placard or advertisement or to the property to which it was affixed or attached.

(b) In no event shall the Lessor have any responsibility for installing signs, placards or other advertisement for Lessee or be responsible for the cost of any signs, placards, or advertisements for or of Lessee. In the event that the Building contains a directory, maintained by Lessor, of the tenants in the Building, Lessee shall be responsible to Lessor for the reasonable cost of adding Lessee to such directory and for the reasonable cost of the maintenance of Lessee in such directory. Lessor reserves the right to change the name of the Buildings and the Real Estate at any time, and in addition, the right to erect signs, permanent or temporary, as to such name of the building (renting) of the Buildings.

THIRTY-TWO: Access to Premises. Lessee shall permit Lessor to erect, use and maintain, pipes and conduits in and through walls which bound or are within the demised premises. Lessor or Lessor's agent shall have the right to enter the demised premises at all times to inspect and examine the same for purposes, without limitation, of ascertaining whether Lessee is maintaining the demised premises as required hereunder and of maintaining the security of the Building; to show the demised premises to prospective purchasers of the Building; to place "For Sale" notices upon the Demised Premises; and to make such decorations, repairs, alterations, improvements or additions as Lessor may deem necessary or desirable, and Lessor shall be allowed to take all material and equipment into and upon the demised premises that may be required therefor. During the six months prior to the expiration of the term of this lease, or any renewal term, Lessor may exhibit the demised premises to prospective Lessees, and place upon the demised premises "For Rent" notices. Lessee shall permit all notices placed on the demised premises by Lessor to remain thereon without molestation. ~~At any time during the last three (3) months of the term, Lessee shall have removed all or substantially all of Lessee's property from the demised premises. Lessee may immediately enter and alter, remove and reposition the demised premises, without limitation of removal of any property, including liability to Lessee, and such acts shall have no effect upon this lease. If Lessee shall not be personally present to open and permit an entry into the demised premises, at any time, when for any reason an entry therein shall be necessary or permissible hereunder, Lessor or Lessor's agents may enter the same by a master key, or may forcibly enter the same, without rendering Lessor or such agents liable therefor (if during such entry Lessor or Lessor's agents shall accord reasonable care to Lessee's property), and without in any manner affecting the obligations and covenants of this lease. Nothing herein contained, however, shall be deemed or construed to impose upon Lessor any obligation, responsibility or liability for the care, supervision or repair of the Building or any part thereof, other than as herein provided. Lessor shall also have the right at any time, to change the arrangement and/or location of entrances or passageways, doors and doorways, and corridors, elevators, stairs, toilets, or other public parts of the Building, if any.~~

THIRTY-THREE: Damage or Theft of Personal Property. All personal property brought into the Demised Premises shall be at the risk of the Lessee only, and Lessor shall not be liable for theft thereof or any damages thereto occasioned from any act of co-tenants, or other occupants of the Building or any other persons.

THIRTY-FOUR: Mortgagee's Rights. (a) This Lease shall be subject to subordinate to any deeds of trust, deeds of secure debt, security deeds, or mortgages or to any liens resulting from any other method of financing or refinancing now or hereafter encumbering all or any part of Demised Premises, the Building or the Real Estate, including any ground lease, and to all advances made or hereafter to be made upon the security thereof, or renewals or extensions of all or any part thereof (which security instrument or instruments are hereinafter collectively referred to as the "mortgage"); provided such is (are) granted by the Lessor, its successors and/or assigns. Lessee may not grant any such mortgage or otherwise encumber in any way its interest hereunder, without the specific written consent of Lessor. This provision shall be self-operative and no further instrument of subordination shall be required by any of the grantees in the mortgage (hereinafter referred to as a "mortgagee"). However, the Lessee, upon request of any party in interest, shall execute promptly such instruments to carry out the intent hereof as shall be required by the Lessor, and if Lessee fails to so execute any such instrument, the Lessor is hereby expressly empowered and authorized to execute such instrument in the name of Lessee, and as the act of Lessee, as attorney in fact for Lessee, such power and authority being coupled with an interest and irrevocable.

(b) Within ten (10) days after request therefor by Lessor, the Lessee agrees to execute and deliver in recordable form an estoppel certificate to any mortgagee, proposed mortgagee, purchaser, proposed purchaser or Lessor certifying (if such be the case) that this lease is unmodified and in full force and effect (and if there has been modification, that the same is in full force and effect as modified and stating the modifications); that there are no defenses or offsets against the enforcement thereof or stating those claimed by the Lessee; and stating the date to which rentals and other charges have been paid. Such certificate shall also include such other information as may be reasonably required by mortgagee. In the event Lessee fails to execute and deliver such an estoppel certificate within ten (10) days after the request therefor, Lessor is hereby expressly empowered and authorized to execute such a certificate in the name of Lessee, and as the act of Lessee, as attorney in fact for Lessee, the power and authority herein conveyed being coupled with an interest and irrevocable.

(c) In the event of any foreclosure sale, sale under power of sale under the mortgage, or sale in lieu of foreclosure or sale under the any such mortgage, this lease shall, at the election of the purchaser at said sale continue in full force and effect, and Lessee will, upon request, attorn to and acknowledge said purchaser as Lessor hereunder.

(d) If, in connection with obtaining any financing for the Real Estate or the Building by the Lessor, the lender (a bank, insurance company, or other recognized institutional lender) shall request reasonable modifications in this Lease as a condition to such financing, Lessee shall not unreasonably withhold, delay or defer its consent thereto, provided that such modifications do not increase the obligations of Lessee hereunder or materially adversely affect the interest of Lessee in the Demised Premises hereunder.

THIRTY-FIVE: Storage. If the Lessor makes available to Lessee any storage space outside the Demised Premises, anything stored therein shall be wholly at the risk of Lessee, and Lessor shall have no responsibility of any character in respect thereof.

THIRTY-SIX: Set-Off and Delivery of Possession. This lease and the obligation of Lessee to pay rent hereunder and perform all of the other covenants and agreements hereunder on the part of Lessee to be performed shall in no wise be affected, impaired or excused because Lessor is unable to fulfill any of its obligations under this lease or is delayed in supplying any service to be supplied by Lessor, or is unable to make or is delayed in making any repairs, additions, alterations or decorations to the demised premises or is unable to supply or is delayed in supplying any equipment or fixtures, and Lessee shall have no right to set-off or deduct any claims it may have against Lessor for any reason whatsoever against the rent and other amounts payable by Lessee hereunder. If Lessor is unable to deliver possession of the demised premises to Lessee in or before the Commencement Date because of the retention of possession thereof by parties other than Lessor, or because the demised premises are not ready for occupancy by Lessee, then Lessor shall not be liable to Lessee in damages, and this lease shall not terminate, provided that Lessor shall use its best efforts to deliver the demised premises to Lessee ready for occupancy as soon as possible and Lessor shall transfer to Lessee any rights of Lessor against the person retaining possession of the demised premises. No such inability of Lessor to deliver possession of the demised premises to Lessee shall affect the Commencement Date or ending date of the term hereof, or the time of Lessee's obligations hereunder, unless the parties hereto mutually agree to a new Commencement Date and ending date covering a term of equivalent length.

THIRTY-SEVEN: Severability. If any clause or provision of this Lease Agreement is illegal, invalid or unenforceable under present or future laws

effective during the term of this lease, this clause shall nevertheless be enforceable to the extent that it is enforceable under the laws of the State of California. If any clause or provision of this Lease Agreement which is illegal, invalid, or unenforceable, there shall be deemed as a part of this Lease Agreement a clause or provision similar in effect to such illegal, invalid or unenforceable clause or provision as may be necessary and be legal, valid and enforceable.

THIRTY-EIGHT: Paragraph Headings. The paragraph headings are inserted into this Lease for a matter of convenience, and shall in no way define, limit, describe the scope, meaning or intent of the paragraphs of this Lease.

Further, the Lessor and Lessee covenant with each other

It is mutually agreed that all the rules and regulations printed upon this instrument shall be and are hereby made a part of this Lease, and the Lessee covenants and agrees that he and his servants and agents will at all times observe, perform and abide by said rules and regulations, and any violation thereof shall be a breach of this Lease at the option of the Lessor. The Building rules and regulations in force are as follows:

RULE 1. Sidewalks, entries, passages, courts, corridors, stairways shall not be obstructed by Lessee or their employees or used by them for other purposes than for ingress and egress.

RULE 2. Lessor shall have the right to specify the proper weight and position of any safe or other heavy article that may be brought into the premises. Any damage done to the Building by taking in or removing any safe or other heavy article or from overloading any floor in any way shall be paid by the Lessee.

RULE 3. No sign, advertisement, or notice shall be inscribed, painted or affixed on any part of the inside or outside of said Building unless of such color, size and style and in such place upon or in said Building as shall be first designated by the Lessor, but there shall be no obligation or duty on Lessor to allow any sign, advertisement, or notice to be inscribed, painted, or affixed on any part of the inside or outside of said Building. Signs on doors will be painted for the Lessee by a sign writer appointed by the Lessor, the cost of the painting to be paid by the Lessee. Directory in a conspicuous place with the names of the Lessees will be provided as set forth in the Lease. Any necessary revision in this will be made by Lessor within a reasonable time after written notice from the Lessee of the error or change making the revision necessary. No showcase or any other fixture or object whatsoever shall be placed in front of the building or in the court or corridor without written consent of the Lessor.

RULE 4. No Lessee shall do or permit anything to be done in said premises or bring or keep anything therein which will in any way increase the rate of fire insurance on said Building or on property therein or obstruct or interfere with the rights of other Lessees or in any way injure or annoy them or conflict with the laws relating to fire or with any regulations of the Fire Department or with any insurance policy upon said building or any part thereof.

RULE 5. No Lessee shall employ any person or persons other than the janitor of the Lessor (who will be provided with passkeys to offices) for the purpose of cleaning or taking charge of the premises leased without the written consent of the Lessor, it being understood and agreed that the Lessor shall in no wise be responsible to any Lessee for any loss of property from the leased premises however occurring or for any damage done to the furniture by the janitor or any of his employees, or by any other person or persons whatsoever. Any person or persons employed by the Lessee with the written consent of the Lessor must be subject to and under the control and direction of the janitor of the Building and all things in the Building and outside of said leased premises.

RULE 6. No additional locks, hooks, or attachments shall be placed on any door or window of the Building. Lessee will not permit any duplicate keys to be made, but if more than two keys for any lock are desired, the additional number must be procured from the Lessor and paid for by the Lessee. At the termination of this Lease, Lessee shall surrender to the Lessor all keys of the premises and Building received by said Lessee.

RULE 7. No animals or birds, bicycles or other vehicles shall be allowed in the halls, door ways, elevators or elsewhere in the Building.

RULE 8. The water closets, wash basins, sinks, and other apparatus shall not be used for any other purpose than those for which they were constructed and no sweepings, rubbish or other substance shall be thrown therein nor shall anything be thrown by the Lessees, their agents or employees, out of the windows, doors or other openings.

RULE 9. The floors, skylights, and windows that reflect or admit light into the corridors or passageways or to any place in said Building shall not be covered or obstructed by any of the Lessees.

RULE 10. Lessees and occupants shall not attempt to open windows at any time that are not designed to open readily.

RULE 11. If any Lessee desires telegraphic, telephonic, or other electronic connections, the Lessor or its agents will direct the electricians as to where and how the wires may be introduced and without such directions, no boring or cutting for wires will be permitted.

RULE 12. No shade or awning shall be put up, no painting done, or any alterations made in any part of the Building by putting up or changing any partitions, doors or windows nor shall there be any nailing, tacking, screwing into woodwork or walls or plastering, nor shall there be upon the premises any engine, boiler, or other machinery without the written consent of the Lessor or its agent in each and every instance.

RULE 13. Lessee, its employees, agents or invitees shall not use the Demised Premises for the purpose of lodging rooms or for any immoral or unlawful purposes. No room or rooms shall be occupied or used for sleeping or lodging apartment or for any other purpose than the purpose for which same is leased at any time.

RULE 14. No Lessee shall permit gambling or unlawful practice or practices of any kind in the leased premises.

RULE 15. Nightwatch: The Lessor may establish a nightwatch, and if established after ordinary office hours, the Building is in the charge of the nightwatchman, and every person entering or leaving the Building is expected to be questioned by him as to his business in the Building if unknown to the watchman.

RULE 16. The Lessor or any agents or watchman shall have the right, with a passkey or otherwise, to enter any premises in the Building at any time to examine the same and to make such alterations, repairs, or additions as it shall deem necessary for the safety, preservation, cleanliness or improvement of the Building.

RULE 17. Lessee shall not install or operate vending machines, stoves or any other cooking devices or equipment of any kind in the leased premises without the written consent of the Lessor or its agent. No offensive odors shall be permitted in or about the premises.

RULE 18. All glass, locks and trimmings, in or about the doors and windows and all electric globes and shades belonging to the Building shall be kept whole, and whenever broken by any Lessee, shall be immediately replaced or repaired and put in order by such Lessee under the direction and to the satisfaction of the Lessor, and, on removal, shall be left whole and in good repair.

RULE 19. Lessee shall use only on the exterior building windows a neutral colored drapery or drapery liner.

RULE 20. Lessor reserves the right to make and enforce such other reasonable rules and regulations as in its judgment may be deemed necessary or advisable from time to time to promote the safety, care, and cleanliness of the premises and for the preservation of good order therein.

RULE 21. No person shall disturb the occupants of this or any adjoining building premises by the use of any musical instrument, unreasonably noises, whistling, singing or in any other way.

RULE 22. Cans, signs, soliciting and peddling in the building are prohibited and each Lessee shall cooperate to prevent the same.

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