REAL PROPERTY LEASE

PARTIES:

CPM Real Estate Services, Inc., as "Agent"
DSR Properties (Lakewood), LLC **(Landlord)**

ADDRESS: CPM Real Estate Services, Inc.
718 Black Oak Drive, Suite A
Medford, Oregon 97504

Kjae Nam **(Tenant)**
Umi Sushi

ADDRESS: 7310 Crater Lake Hwy.
White City, OR 97503

AGREEMENTS:

In Consideration of, and under the terms, covenants and conditions hereinafter set forth, Landlord hereby leases the Leased Premises to the Tenant, together with the nonexclusive right to use the Common Facilities.

1. **DEFINITIONS** The following terms, as used herein, are defined:

   a. Real Property: The real property located on tax lots 300 and 400 in White City, OR
   b. Leased Premises: The Leased Premises is a portion of tax lot 300, described as 7310 Crater Lake Hwy. White City, OR 97503, consisting of approximately 1,936 square feet with access to building common areas.

2. **TERM** The term of this Lease shall commence upon lease execution and shall terminate at twelve o'clock midnight on the 31st day of December, 2027. In the event Tenant occupies the Leased Premises, or portions thereof, prior to the specific commencement date, such occupancy shall be subject to all of the provisions hereof.

3. **RENT** For the whole of the said term Tenant agrees to pay Rent and all charges due on the 10th of each month.

Tenant shall pay to Landlord the Base Rent + Additional Rents as outlined below. Commencing January 2019 Tenant's Base Rent shall increase 2.5% annually through the lease term.

3.1 Rent commencement shall be based on Tenant taking occupancy and opening for business, but in no event shall be later than April 10th, 2018.

3.1.1 Tenant's Base Rent shall be $3200 per month + Additional Rents as outlined in Section 5 of this Agreement.

3.2 Tenant shall be provided a ten (10) month rent concession which shall be used for Tenant Improvements listed in Section 11 of this Agreement.

3.2.1 The rent concession shall commence on or before April 10th, 2018, and shall be based on Tenant's occupancy and opening for business.

3.2.2 Tenant's first month rental payment shall be no later than February 10th, 2019.

3.2.3 Tenant shall be responsible for all Additional Rents and Utilities upon lease execution and shall not be included the Base Rent Concession.

3.3 All Rents shall be payable in lawful money of the United States to Landlord, DSR Properties (Lakewood), LLC at the address stated on Page 1, or to such other places as Landlord may designate in writing.

4. **SECURITY DEPOSIT** Tenant shall deposit an additional $ 4,000.00 as a Security Deposit to secure Tenant's obligations under this Lease. If Tenant fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default for the payment of any other sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion

of said deposit, Tenant shall within ten (10) days after written demand therefor deposit cash with Landlord in an amount sufficient to restore said deposit to the full amount then required of Tenant. If Tenant performs all of Tenant's obligations hereunder, said deposit, or so much thereof as has not heretofore been applied by Landlord, shall be returned, without payment of interest or other increment for its use, to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) at the expiration of the term hereof, and after Tenant has vacated the Premises. No trust relationship is created herein between Landlord and Tenant with respect to said Security Deposit.

5. COMMON AREAS AND OPERATING EXPENSES/ADDITIONAL RENTS The term "**Shopping Center**" means the entire area upon tax lots 300 and 400. Any portion of the Shopping Center that may be taken by eminent domain, private purchase in lieu of eminent domain or dedicated for public use, upon such taking, purchase or dedication, shall be excluded. Any additional property designated by Landlord for use as part of the Shopping Center shall be included until such designation shall be removed by Landlord.

5.1 The term "**Common Area**" means all areas and facilities of the Shopping Center outside the Premises that are provided and designated by Landlord for general use and convenience of Tenant and other tenants of other parts of the Shopping Center and their respective employees, customers and invitees. Areas include, but are not limited to, pedestrian sidewalks, landscaped areas, exterior stairways, corridors, sidewalks, the private water system, the truckways, loading docks, loading areas, delivery yards and similar areas and improvements. Landlord reserves the right from time to time to make changes in the shape, size, location, number and extent of improvements, buildings accommodation areas, loading areas, parking layout or areas, and other improvements and to eliminate or add any improvements or buildings to any portion of the Shopping Center.

Within the limits of the Shopping Center, Landlord has hard-surfaced, marked, properly drained, adequately lighted and landscaped a parking area or areas, together with the necessary access roads. Landlord has installed at its cost a water system that provides water to each of the tenants in the Shopping Center.

5.2 **Payment of Tenant's Pro Rata Share**. Tenant shall pay to Landlord each and every month on the tenth (10th) day of each month (i) Tenant's pro rata share of the cost of management, landscaping, signage, lighting, cleaning, striping and general maintenance of the parking and Common Areas, together with the physical repair to paved surfaces, and (ii) Tenant's pro rata share of the cost of maintaining and repairing the water system.

Tenant shall further pay for any damage which may occur due to Tenant's negligence or misuse of the Common Areas.

Tenant's pro rata share shall be 6.5%.

Tenant's payment of Tenant's share of the above costs are in addition to all other rents, charges and other costs required to be paid by Tenant under the terms, provisions and conditions of this Lease. In addition to the foregoing, Tenant shall pay to Landlord once each lease year (or if Landlord elects pursuant to Section 19, monthly on the tenth (10^{th}) day of each month) Tenant's pro rata share of Landlord's cost of public liability and property damage insurance on the Shopping Center.

Tenant shall pay one-twelfth (1/12) of the estimated charges under this paragraph monthly on the tenth (10^{th}) day of each month, with a reconciliation to be made within the first quarter of the calendar year.

6. PURPOSE Tenant shall use and occupy the Leased Premises for restaurant services and shall not use said space for any other purpose without the written consent of Landlord. The Parties acknowledge that Landlord has a significant interest in the activities conducted upon the Leased Premises and that the granting or withholding of consent by Landlord to any other use of the Leased Premises shall be solely within the Landlord's discretion.

7. USES PROHIBITED Tenant shall not use the Leased Premises in any manner that will increase the rating or cost of fire insurance upon the Improvement from the rate in force as at the date of the commencement of the term of this Lease, or in any other manner which would deface or injure the Improvement or the Real Property, or portions of either. Tenant shall not permit any objectionable noise or odor to escape from or be emitted from the Leased Premises, or permit any use or activity upon the Leased Premises tending to create a nuisance or disturb any other tenant of the Improvement. Tenant shall not impose floor loads upon any portion of the Leased Premises in excess of floor loads which may be established by an engineer licensed by the State of Oregon; and employed by Landlord.

7.1 Tenant shall not cause or permit any hazardous substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Leased Premises only those substances typically used or sold in the prudent and safe operation of the business specified in Section 6. Tenant may store such substances on the Leased Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall take care and precaution to comply with all Environmental Laws, now in effect or hereafter enacted. Tenant must exercise the highest degree of care in the use, handling, and storage of hazardous substances and shall take all practicable measures to minimize the quantity and toxicity of hazardous substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove from the Premises all hazardous substances brought on the Premises during the term of this Lease. The term "Environmental Law" shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order, now in effect or hereafter enacted, pertaining to the protection of health, safety or the environment.

7.2 Tenant shall perform no act in the conduct of Tenant's operations upon the Leased Premises or in Tenant's occupancy thereof which is in violation of any of the laws of the State of Oregon relating to "pollution control" as set forth in ORS Chapter 468, or in the rules and regulations of the Department of Environmental Quality as adopted by the Environmental Quality Commission or any other agency of the State of Oregon or its political subdivisions having authority to regulate and control the quality of air, water and the disposal of waste, toxins and hazardous materials.

8. COMPLIANCE WITH LAW AND RULES AND REGULATIONS Tenant at the Tenant's own expense shall promptly observe and comply with all present and future laws, orders, regulations, rules, ordinances, use and zoning restrictions, recorded covenants and conditions, and other requirements of federal, state, county and city governments with respect to the use, care and control of the Leased Premises. Tenant acknowledges that the subject property is within the City and agrees to comply with all of the rules and regulations pertaining to Landlord's building as set forth now or in future amendments. Tenant further agrees to abide by such rules and regulations as they may be expanded, modified or amended from time to time by Landlord.

9. ASSIGNMENT AND SUBLEASE Tenant shall not assign interest of the Tenant under this Lease, nor shall the Tenant sublet any portion of the Leased Premises, without the written consent of Landlord. The Parties acknowledge that Landlord has a significant interest in the activities and creditworthiness of the occupant of the Leased Premises and that the granting or withholding of consent by Landlord to assignment or subleasing of the Leased Premises shall be within the Landlord's reasonable discretion.

10. UTILITIES Tenant is entirely responsible for all utility expenses associated with the leased premise upon Lease execution.

10.1 Landlord has installed, at its cost, a water system that provides water to each of the tenants in the Shopping Center. Tenant shall pay to Landlord each and every month on the tenth day of each month (i) Tenant's pro rata share of the cost of maintaining and repairing the water system.

11. IMPROVEMENTS AND TRADE FIXTURES No alterations shall be made, or additions constructed, to the Leased Premises without the prior written consent of Landlord, Tenant shall remove any trade fixtures and other improvements installed or constructed by Tenant upon the Leased Premises as Landlord directs; provided that Tenant shall have the obligation to repair all damage resulting from the removal of such trade fixtures or improvements. Unless otherwise agreed upon, all Improvements shall remain within the Leased Premise upon Lease Termination.

11.1 Removal of any improvements or trade fixtures, as authorized by Landlord, must be completed upon lease termination. All such trade fixtures and improvements shall be deemed abandoned by Tenant and any interest of Tenant therein shall be deemed transferred to Landlord, without prejudice to any claims by Landlord arising out of Tenant's failure to remove upon lease termination.

11.2 Tenant assumes all liability and shall be responsible for the installation, maintenance, repairs, and all expenses associated with the:

11.2.1 Grease trap, as required by Rogue Valley Sewer System and any other governing body.

11.2.2 Hot water heater

11.2.3 Fire suppression system tank

11.2.4 Dining room remodel, inclusive of all electrical work.

11.2.5 Walk-in cooler repair and maintenance

11.2.6 HVAC system servicing, maintenance, repairs, and replacement (if necessary).

All work must be submitted to Landlord for final approval prior to project commencement. Landlord reserves the right to refuse approval should it be deemed, in the Landlord's sole opinion, that the work is not at a satisfactory standard. All work must be completed by professional, licensed, bonded and insured contractors.

12. LATE CHARGE Rent is due on the 10th of each month. In the event any payment coming due from Tenant to Landlord hereunder, specifically including the monthly rental payment, is not received by Landlord within ten (10) days from the due date thereof, Tenant shall pay to Landlord a late charge thereon at the rate of ten percent (10%) of rent, but in no event to exceed any maximum amount now or hereafter established by law.

13. RETURN OF PREMISES Upon the expiration of this Lease or its termination for any cause, Tenant will surrender the Leased Premises in the order and condition required under the provisions of Paragraph 16 of this Lease, except for damage resulting from fire, acts of God, or other casualty not caused by the negligence or fault of the Tenant.

14. EARLY TERMINATION Tenant is responsible for the entire lease term.

15. ACCESS BY LANDLORD The Landlord, or the Landlord's representatives and agents, shall have free access to the Leased Premises at reasonable times for the purpose of examining or exhibiting the same or to make any repairs or alterations on the Leased Premises which the Landlord deems convenient for the maintenance or preservation thereof; provided that this paragraph shall not be deemed a modification of the repair and maintenance responsibilities provided by this Lease. At any time, Tenant shall permit Landlord and its agents to place upon the Leased Premises any reasonable "For Sale" signs and to exhibit the Leased Premises to prospective purchasers at reasonable hours. At any time within sixty (60) days prior to the expiration of this Lease, Tenant shall permit Landlord and its agents to place upon the Leased Premises any reasonable "For Rent" or "For Lease" signs and to exhibit the Leased Premises to prospective tenants at reasonable hours.

16. REPAIRS & MAINTENANCE Landlord shall maintain and repair, at Landlord's expense the water, sewage and electrical services up to the point of entry to the Leased Premise and shall bill the Tenant their pro-rata share. Tenant shall maintain, repair and replace all interior elements of the Leased Premises in the same manner as a reasonably prudent owner including but not limited to light fixtures, light bulbs, electrical wiring, plumbing, heating and air conditioning systems, flooring, appliances, fixtures, finished walls, ceilings, windows, doors and hardware. Repairs and replacements shall be made without regard to the expiration date of this Lease.

Tenant shall contract with a professional, licensed company for the regular maintenance and repairs to the grease trap. Disposal of the contents within the trap shall be done as required and Tenant assumes full responsibility and expense for doing so.

17. PARKING Tenant shall be entitled to the nonexclusive right to parking, in a portion of the parking area located upon the Real Property. Unless designated otherwise, all of the parking area(s) shall be deemed a Common Facility. Landlord cannot be held liable for any damage that may occur to the Tenant's vehicle, or the vehicle of Tenant's clientele, during the use of any of the available parking areas.

18. LIENS AND ENCUMBRANCES Tenant shall keep the Leased Premises free and clear of any and all liens or encumbrances imposed or threatened to be imposed on the Leased Premises by reason of any contract, act or omission by the Tenant.

19. INJURY TO PROPERTY OR PERSON The Tenant is to be responsible for the condition of the Leased Premises during the term of this Lease and any damage or injury to property or person resulting from the condition of the Leased Premises or the activities upon the Real Property of the Tenant, the Tenant's agents and employees, any independent contractor hired by Tenant, any subtenants of Tenant or any other person upon the Real Property with the express or implied consent of Tenant, except to the extent of Landlord's obligations to repair under the provisions of Paragraph 16 hereof. Tenant shall indemnify and save Landlord harmless from any loss, damage, claim or demand arising out of such condition or activities. Tenant shall obtain and maintain in full force and effect personal injury and property damage liability insurance in an amount not less than One Million Dollars ($1,000,000.00) combined single limit, indemnifying the Tenant from any liability, claim or demand arising out of such condition or activities, and naming Landlord and Landlord's designated Agent(s) as additional insured. Such insurance shall be written by an insurance company authorized to transact business within the State of Oregon, and shall provide that such insurance may not be canceled or modified in any manner without not less than ten (10) days' prior written notice to Landlord. A copy of such insurance policy or a certificate evidencing such insurance shall be furnished to Landlord's Agent.

20. FIRE AND LIABILITY INSURANCE Landlord shall maintain a policy or policies of fire insurance covering the Improvement, with such coverage and in such amounts as Landlord may determine, naming the Landlord as the insured thereunder, and Tenant shall be responsible for their pro-rata share of the expense for the such insurance.

20.1 Tenant shall insure the interest of Tenant in any personal property, fixtures or trade fixtures located in the Improvement.

21. TAXES AND ASSESSMENTS Tenant shall pay, as due Tenant's pro-rata share 6.5%, of the real property taxes for the Shopping Center. All real property taxes and all general and special assessments or installments thereof which are now or hereafter may be assessed. This shall also include assessments for local improvements and assessments for any offsite improvements required by any governmental authority (such as street work, sidewalks, utility lines and traffic signals), and any tax, fee or excise assessed or levied against Landlord on rents, on the square footage of the Premises.

21.1 Payment of property taxes and assessments is in addition to monthly Operating Expenses, as described in Section 5 and shall be paid annually, within 30 days of billing from Landlord.

21.2 Tenant shall pay all personal property taxes upon property that is located upon the Leased Premises.

22. DESTRUCTION OF PREMISES In the event the Leased Premises are destroyed or injured by an act of God, by fire or by other casualty to the extent that Landlord determines in Landlord's sole discretion that it is impractical or inadvisable to repair or to reconstruct, then the Landlord shall give the Tenant written notice of such decision and the Lease shall terminate as of the date of such destruction. The Landlord shall have a period of thirty (30) days following the destruction or damage in which to decide whether the repairs or reconstruction shall be made. If the Landlord decides to repair or reconstruct, this Lease shall continue in full force and effect. In any event the Tenant shall be entitled to a reduction of rent from the date of such destruction or damage until the repair or reconstruction is completed in an amount proportionate to the extent to which said damage or destruction and the making of the repairs interferes with the occupancy by the Tenant of the Leased Premises.

23. TAKING FOR PUBLIC USE If the Leased Premises, in whole or in part, be taken or condemned for public use (an agreed sale to a public or quasi public corporation or utility after threat of condemnation constituting a public taking as used herein), all compensation awarded upon such condemnation or taking shall be paid directly to the Landlord, and the Tenant hereby irrevocably assigns and transfers to the Landlord all the Tenant's rights and claims to compensation or damages, including severance damages, to which the Tenant might become entitled during the term hereof by reason of such taking. Upon any such taking by condemnation, the title to the property so taken shall vest in the condemner, free and clear of this Lease, subject to the Landlord's right to compensation in the stead of the Tenant and as owner, and, except for said rights to compensation, this Lease shall terminate as to the property so taken, and the rental shall be proportionately reduced for the remainder of the term. In such a case tenant has full right to obtain all personal property that may be on the premises, unless it is a building fixture that is attached and will result in damage if removed.

24. CONDITIONS In the event a petition is filed by the Tenant for relief under any of the chapters of the Federal Act relating to bankruptcy; or in the event an involuntary petition is filed against Tenant under the provisions of such Act and such proceeding is not dismissed within thirty (30) days from the date of such filing; or in the event the Tenant makes an assignment for the benefit of the Tenant's creditors of all or any portion of the assets of the Tenant; or in the event Tenant proposes or consents to a composition with unsecured creditors of the Tenant; or in the event any interest of the Tenant hereunder is levied upon by legal process for the enforcement of any debt of the Tenant, individually or jointly; Landlord shall have the right to terminate this Lease by giving written notice of termination to Tenant. Specifically, the time periods provided by Paragraph 27 of this Lease for curing defaults shall not be applicable to the provisions of this paragraph.

25. SUBORDINATION OF LEASE Tenant agrees that this Lease is, and shall be, subordinate to any mortgage or any other hypothecation for security which hereafter may be placed upon the Real Property or any portion thereof, and such subordination is hereby effective without any further act by Tenant. Nevertheless, upon the request of Landlord, Tenant shall enter into a Subordination Agreement in such form as a lender may require providing in effect that this Real Property Lease and the rights of Tenant herein are subjected and subordinated, and shall remain subject, subordinate and junior to the lien of such lender and to the rights and interest of such lender, its successors and assigns, as fully and with the same effect as if the document creating the lien of lender had been fully executed, acknowledged and recorded, and the indebtedness secured thereby had been fully disbursed prior to the execution of this Lease or possession by Tenant.

26. SIGNS No sign, fixture, advertisement or notice shall be displaced, inscribed, painted or affixed to the Improvement or upon the Real Property or within the Leased Premises that is visible from the exterior, without the written consent of Landlord. Any purchase and/or installation of signage shall be at tenant's sole expense a must be in accordance with Landlord's specifications. All signs shall comply with City Code and the rules and regulations set within this document or as amended in the future.

a. Landlord grants Tenant authorization to place signage on the Leased Premise upon approval of the sign design and placement by the Landlord, and proper permitting and authorization from the City. All signage is at the sole expense of the Tenant.

27. DEFAULT BY TENANT In the event the Tenant shall fail to pay any payment, including Additional Rents and Property Taxes, coming due hereunder from the Tenant to the Landlord within ten (10) days from the due date thereof, or in the event the

Tenant shall violate or fail to perform any other covenant, condition or provision of this Lease within thirty (30) days after written notice thereof is given to the Tenant by the Landlord, the Landlord shall be entitled to the following remedies:

a. Without terminating this Lease, the Landlord shall be entitled to recover from the Tenant any amounts due hereunder, or any damages arising out of the violation or failure of the Tenant to perform any covenant, condition or provision of this Lease.

b. The Landlord may elect to terminate this Lease and any and all interest and claim of the Tenant by virtue of such Lease, whether such interest or claim is existing or prospective, and to terminate all interest of the Tenant in the Leased Premises. Such termination shall, at the election of the Landlord, also terminate any sublease by the Tenant, whether or not the Landlord has theretofore consented to such sublease.

c. The Landlord may elect to relet the Leased Premises as agent for the Tenant.

27.1 The foregoing remedies shall be in addition to, and shall not exclude, any other remedy available to the Landlord at law or in equity. The ten (10) day grace period for the payment of amounts coming due hereunder is in recognition of the ten (10) day grace period for the payment of rentals provided by the statutes of the State of Oregon, and shall not be construed as an addition to, or an extension of, such grace period provided by statute. All remedies, to the extent they are not inconsistent with each other, shall be deemed cumulative. The election by the Landlord of one remedy shall not prevent the subsequent election by the Landlord of an inconsistent remedy unless the Tenant has substantially changed the Tenant's position in reliance upon such prior election by the Landlord.

27.1.1 In the event this Lease is terminated, all obligations and indebtedness of the Tenant to the Landlord arising out of this Lease prior to the date of such termination shall survive such termination.

27.1.2 Upon such termination, or upon the election by the Landlord to relet the Leased Premises, the Landlord may re-enter the Leased Premises and take possession thereof and remove any persons and property by legal action or by self-help with the use of reasonable force and without liability for damages, and the Tenant shall indemnify and hold the Landlord harmless from any claim or demand arising out of such re-entry and removal of persons and property.

27.1.3 In the event the Landlord re-enters the Leased Premises upon termination, or for the purpose of reletting, the Landlord may relet all or some portion of the Leased Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of a period of rent-free occupancy or other rental concession, and Landlord may, but shall not be required to, relet the Leased Premises for any use or purpose other than that specified in this Lease, and Landlord shall not be required to relet to any tenants which Landlord may reasonably consider objectionable.

27.2 In the event of termination by the Landlord, the Landlord shall be entitled to recover immediately as damages the total of the following amounts:

a. Any amount by which the Tenant's total obligations under this Lease exceed the reasonable rental value of the Leased Premises as at the date of default, for the remaining term of this Lease.

b. The reasonable costs of re-entry and reletting, including, but not limited to, any expense of cleaning, repairing, altering, remodeling, refurbishing, removing Tenant's property, or any other expense incurred in recovering possession of the Leased Premises or reletting the Leased Premises, including, but not limited to, attorney's fees, court costs, broker's commissions and advertising expenses.

c. The loss of rental accruing until the date when a new tenant has been, or with the exercise of reasonable diligence could have been, obtained.

d. The entire minimum rent otherwise due and payable for the months' rent was abated hereunder. Such months represent any rental concessions granted at the beginning of this Lease or rental concessions granted during the term of this Lease.

27.2.1 In the event the Landlord relets the Leased Premises as agent for the Tenant, the Landlord shall be entitled to recover immediately as damages the total of the following amounts.

a. An amount equal to the total rental coming due for the term of this Lease, computed based upon the periodic rent provided for herein and without discount or reduction for the purpose of adjusting such amount to present value of anticipated future payments, less any payments theretofore applied against such total rental.

b. The reasonable costs of re-entry and reletting, including, but not limited to, any expense of cleaning, repairing, altering, remodeling, refurbishing, removing Tenant's property, or any other expense incurred in recovering possession of the Leased Premises or reletting the Lease Premises, including, but not limited to, attorney's fees, court costs, broker's commissions and advertising expense.

c. The entire minimum rent otherwise due and payable for the months' rent was abated hereunder. Such months represent any rental concessions granted at the beginning of this Lease or rental concessions granted during the term of this Lease.

27.2.2 All payments received by the Landlord from reletting shall be applied upon indebtedness and damages owning to the Landlord from the Tenant, if any, and the balance shall be remitted to the Tenant.

28. QUIET ENJOYMENT Landlord warrants and covenants that upon performance of all the terms and conditions hereof by Tenant, Tenant shall peaceably enjoy the Leased Premises for the term hereof. Tenant shall make all efforts to accommodate and not to disrupt the enjoyment of all other tenants within the Leased Premises.

29. HOLDING OVER In the event Tenant shall hold over after a notice of termination has been delivered, such holding over shall be deemed to create a tenancy at will, which may be terminated at any time by the Tenant or the Landlord. The base rent for the holdover period may be increased with 30 days written notice.

30. WAIVER OF SUBROGATION RIGHTS Each of the parties hereto hereby released the other, and the agents, employees and successors of such other party, from all claims, demands and liabilities arising from unintentional acts or omissions of the other party which result in loss for which the party sustaining such loss is indemnified under a policy or policies of insurance, and neither party's insurance company shall have a subrogated claim against the other.

31. NOTICES Any notice to be given hereunder or any notice to be given by law shall be in writing and may be given by personal delivery, email, first class mail, or by certified mail, addressed to the parties at the addresses shown on Page 1 of this Real Property Lease, or such other address as either party may designate to the other address as either party may designate to the other in writing during the term of this Lease.

Alternate Mailing Address: 2350 Finch Ln (Address) Medford, (City) OR (State) 97501 (Zip)

Email Address: KjaeNam814@Gmail

In addition, notice may be given in any other manner prescribed or authorized by law. All notices given hereunder shall be conclusively deemed received on the third business day following the date of posting in the United States mail, if such notice is given by mail.

31.1 If a mailbox is available upon the property, either as an individual unit or community unit, the keys are the responsibility of the Tenant. Landlord does not have the legal authority to change a lock on a mailbox as it is the property of the United States Postal Service.

32. INTERPRETATION All the covenants, agreements, conditions and terms contained in this Lease shall be binding upon, apply and inure to the benefit of the heirs, personal representatives or the successors and assigns respectively of the Landlord and the Tenant, and all of said covenants shall be construed as covenants running with the land. This paragraph shall not be construed as a modification of any restrictions on assignment set forth herein.

33. WAIVER Failure of either of the parties to insist upon the strict performance of the terms, covenants, agreements and conditions in this Lease contained, or any of them, shall not constitute or be construed as a waiver of relinquishment of the right to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

34. LITIGATION EXPENSE In the event any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this Lease, the prevailing party in such proceeding shall be entitled to recover a reasonable attorney's fee in such proceeding, or any appeal thereof, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law.

35. WARRANTY OF AUTHORITY In the event this Lease is executed by any person as an officer or agent, such person individually represents and warrants that such person is duly authorized to execute and deliver this Lease on behalf of its principal and that the execution of this Lease is the lawful and voluntary act of the principal of such person.

36. CHANGE OF OWNERSHIP If Tenant is a corporation, then any transfer during the term of this Lease or any renewal thereof of voting stock resulting cumulatively in more than a fifty percent (50%) change of ownership from the date of the execution of this Lease; or if Tenant is a partnership, then any change in the sharing of profits or losses of such partnership whereby persons who are not partners as to the date of the execution of this Lease acquire more than a fifty percent (50%) interest in profits and losses; shall be deemed a transfer of the leasehold interest of Tenant which requires the granting or withholding of consent by Landlord under the provisions of Paragraph 9 of this Real Property Lease.

37. BINDING EFFECT All of the covenants, agreements, conditions and terms contained in this Lease shall be binding upon, apply to the benefit of the successors and assigns of the respective parties hereto. However, nothing in this paragraph shall be construed as modifying in any way any restrictions on assignment or transfer provided in this Lease.

38. INTEGRATION This Lease constitutes a final and complete statement of the agreement between the parties, and fully supersedes all prior agreements or negotiations, written or oral.

39. APPLICABLE LAW The applicable law for the purpose of interpretation of this Lease, or the enforcement of any rights or obligations hereunder, shall be the laws of the State of Oregon.

40. ESTOPPEL CERTIFICATE

a. Each party (as "responding party") shall at any time upon not less than ten (10) days' prior written notice from the other party ("requesting party") execute, acknowledge and deliver to the requesting party as statement in writing (i) 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 date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to the responding party's knowledge, any uncured defaults on the part of the requesting part, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Building or of the business of Tenant.

b. At the requesting party's option, the failure to deliver such statement within such time shall be a material default of this Lease by the party who is to respond, without any further notice to such party, or it shall be conclusive upon such party that (i) this Lease is in full force and effect, without modification except as may be represented by the requesting party, (ii) there are no uncured defaults in the requesting party's performance, and (iii) if Landlord is the requesting party, not more than one month's rent has been paid in advance.

c. If Landlord desires to finance, refinance or sell the Property, or any part thereof, Tenant hereby agrees to deliver to any lender or purchaser designated by Landlord such financial statements of Tenant as may be reasonably required by such lender or purchaser. Such statements may include financial statements of Tenant and received by Landlord and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

41. RECORDING Tenant shall, upon written request of Landlord, execute and deliver a memorandum of this Lease sufficient for recording in the real property records of the county in which the Real Property is located. Landlord shall pay the cost of recording. This Lease, and any memorandum or other notice thereof, shall not be recorded without the consent of Landlord, in Landlord's sole discretion.

42. REPRESENTATIONS The Tenant acknowledges that this Lease is accepted and executed on the basis of Tenant's own examination and personal knowledge of the value and condition of the Leased Premises; that no representation as to the value, condition or repair of the Leased Premises has been made by Landlord or Landlord's agent and that the Tenant agrees to take the Leased Premises in the condition the Leased Premises are in at the time of the execution of this Lease.

IN WITNESS WHEREOF, the parties have executed this lease on the day and year first herein above written.

LANDLORD: DSR Properties (Lakewood), LLC

James G Scott

DSR Properties (Lakewood), LLC Representative

Date 12/15/17

TENANT: Uni Sushi

Kjae Nam

Personally Guaranteed by Kjae Nam, as an Individual

Kjae Nam

Date: 12. 15. 17