

Attachment B

Office Lease Agreement, as amended

**OFFICE LEASE AGREEMENT
CALIFORNIA
Short Form Lease
(Standard Pass Throughs)**

THIS OFFICE LEASE AGREEMENT (the "Lease") is made and entered into as of the 21st day of June, 2005, by and between CA-DOVE STREET LIMITED PARTNERSHIP, a Delaware limited partnership ("Landlord") and MINUTEMAN PRESS INTERNATIONAL, INC., a New York corporation ("Tenant"). Pursuant to the terms of this Lease, Landlord agrees to lease the Premises (hereinafter defined) to Tenant and Tenant agrees to lease the Premises from Landlord. The Lease includes the following exhibits and attachments: **Exhibit A** (Outline and Location of Premises), **Exhibit B** (Expenses and Taxes), **Exhibit C** (Work Letter), **Exhibit D** (Commencement Letter), **Exhibit E** (Building Rules and Regulations), **Exhibit F** (Additional Provisions), **Exhibit G** (Parking Agreement) and **Exhibit H** (Asbestos Notification).

1. Basic Lease Information

1.01 "**Building**" shall mean the building located at 1201 Dove Street, Newport Beach, California, commonly known as Dove Street. "**Rentable Square Footage of the Building**" is deemed to be **78,340** square feet. "**Property**" shall mean the Building and the parcel(s) of land on which it is located. "**Common Areas**" shall mean the portion of the Building and Property that are designated by Landlord for the common use of tenants and others.

1.02 "**Premises**" shall mean the area shown on **Exhibit A** to this Lease. The Premises are located on the 4th floor and known as Suite 490. The "**Rentable Square Footage of the Premises**" is deemed to be **886** square feet.

1.03 "**Base Rent**":

Period	Annual Rate Per Square Foot	Monthly Base Rent
8/01/05-7/31/06	\$25.80	\$1,904.90
8/01/06-7/31/07	\$26.40	\$1,949.20
8/01/07-7/31/08	\$27.00	\$1,993.50
8/01/08-7/31/09	\$27.60	\$2,037.80
8/01/09-7/31/10	\$28.20	\$2,082.10

1.04 "**Tenant's Pro Rata Share**": 1.1310%. Tenant shall pay Tenant's Pro Rata Share of Taxes and Expenses in accordance **Exhibit B** of this Lease

1.05 "**Base Year**" for Taxes: 2005; "**Base Year**" for Expenses: 2005.

1.06 "**Term**": A period of 60 months. Subject to Section 2, the Term shall commence on August 1, 2005 (the "**Commencement Date**") and, unless terminated early in accordance with this Lease, end on July 31, 2010 (the "**Termination Date**").

1.07 "**Security Deposit**": \$2,290.31, as more fully described in Section 5.

1.08 "**Broker(s)**": Lee & Associates.

1.09 "**Permitted Use**": General office use.

1.10 "**Notice Addresses**":

Landlord:
CA-Dove Street Limited Partnership
c/o Equity Office Management, L.L.C.
2010 Main Plaza
Suite 1250
Irvine, California 92614
Attn: Property Manager

Tenant:
Prior to the Commencement Date:
Minuteman Press International, Inc.
3655 Torrance Blvd., Suite 480
Torrance, California 90503

From and after the Commencement Date:

Minuteman Press International, Inc.
Attn: Legal Dept.
61 Executive Blvd.
Farmingdale, NY 11735

A copy of any notices to Landlord shall be sent to Equity Office, One Market, 600 Spear Tower, San Francisco, CA 94105, Attn: Los Angeles Regional Counsel.

1.11 "**Landlord Work**" means the work, if any, that Landlord is obligated to perform in the Premises pursuant to a separate work letter agreement (the "**Work Letter**"), attached to this Lease as **Exhibit C**.

2. Adjustment of Commencement Date; Possession.

2.01 If Landlord is required to perform Landlord Work prior to the Commencement Date: (a) the date set forth in Section 1.06 as the Commencement Date shall instead be defined as the "**Target Commencement Date**"; (b) the actual Commencement Date shall be the date on which the Landlord Work is substantially complete, as reasonably determined by Landlord; and (c) the Termination Date will be the last day of the Term as determined based upon the actual Commencement Date. Promptly after the determination of the Commencement Date, Landlord and Tenant shall enter into a commencement letter agreement in the form attached as **Exhibit D**. Tenant's failure to execute and return the commencement letter, or to provide written objection to the statements contained in the letter, within 30 days after the date of the letter shall be deemed an approval by Tenant of the statements contained therein. If the Termination Date does not fall on the last day of a calendar month, Landlord and Tenant may elect to adjust the Termination Date to the last day of the calendar month in which the Termination Date occurs by the mutual execution of a commencement letter agreement setting forth such adjusted date. Landlord's failure to substantially complete the Landlord Work by the Target Commencement Date shall not be a default by Landlord or otherwise render Landlord liable for damages. If Landlord is delayed in the performance of the Landlord Work as a result of the acts or omissions of Tenant, the Tenant Related Parties (defined in Section 12) or their respective contractors or vendors, including, without limitation, changes requested by Tenant to approved plans, Tenant's failure to comply with any of its obligations under this Lease, or the specification of any materials or equipment with long lead times (a "**Tenant Delay**"), the Landlord Work shall be deemed to be substantially complete on the date that Landlord could reasonably have been expected to substantially complete the Landlord Work absent any Tenant Delay.

2.02 The Premises are accepted by Tenant in "as is" condition and configuration without any representations or warranties by Landlord. Landlord shall not be liable for any failure to deliver possession of the Premises or any other space due to the holdover or unlawful possession of such space by any party. In such event, the commencement date for such space shall be postponed until the date Landlord delivers possession of the Premises to Tenant free from occupancy by any party. Notwithstanding the foregoing, upon the full and final execution of this Lease by Landlord and Tenant, Tenant (and Tenant's contractors) have Landlord's approval to enter the Premises without obligation to pay Rent beginning 30 days prior to the Target Commencement Date, provided such entry (i) shall not delay the Substantial Completion of the Landlord Work, (ii) shall be harmonious with Landlord's contractors, and (iii) shall be for the sole purpose of the installation of equipment and Tenant's personal property. Landlord may withdraw such permission to enter the Premises prior to the Commencement Date at any time that Landlord reasonably determines that such entry by Tenant is causing a dangerous situation for Landlord, Tenant or their respective contractors or employees, or if Landlord reasonably determines that such entry by Tenant is hampering or otherwise preventing Landlord from proceeding with the completion of Landlord's Work at the earliest possible date.

3. Rent. Tenant shall pay Landlord, without any setoff or deduction, all Base Rent and Additional Rent due for the Term (collectively referred to as "**Rent**"). "**Additional Rent**" means all sums (exclusive of Base Rent) that Tenant is required to pay Landlord under this Lease. Tenant shall pay and be liable for all rental, sales and use taxes (but excluding income taxes), if any, imposed upon or measured by Rent. Base Rent and recurring monthly charges of Additional Rent shall be due and payable in advance on the first day of each calendar month without notice or demand. All other items of Rent shall be due and payable by Tenant on or before 30 days after billing by Landlord provided that the installment of Base Rent and Additional Rent for the first full calendar month of the Term shall be payable upon the execution of this Lease by Tenant. Rent shall be made payable to the entity and sent to the address Landlord designates. Tenant shall pay Landlord an administration fee equal to 5% of all past due Rent. In addition, past due Rent shall accrue interest at 12% per annum. Rent for any partial month during the Term shall be prorated. No endorsement or statement on a check or letter accompanying payment shall be considered an accord and satisfaction. Tenant's covenant to pay Rent is independent of every other covenant in this Lease.

4. Compliance with Laws; Use. The Premises shall be used for the Permitted Use and for no other use whatsoever. Tenant shall comply with all statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity ("**Laws**") regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises. Tenant shall comply with the rules and regulations of the Building attached as **Exhibit E** and such other reasonable rules and regulations as adopted by Landlord from time to time.

5. Security Deposit. The Security Deposit shall be delivered to Landlord upon the execution of this Lease by Tenant and held by Landlord without liability for interest (unless required by Law) as security for the performance of Tenant's obligations. The Security Deposit is not an advance payment of Rent or a measure of damages. Landlord may use all or a portion of the Security Deposit to satisfy past due Rent, cure any Default (defined in Section 17), or to satisfy any other loss or damage resulting from Tenant's Default as provided in Section 18. If Landlord uses any portion of the Security Deposit, Tenant shall on demand restore the Security Deposit to its original amount. Landlord shall return any unapplied portion of the Security Deposit to Tenant within 45 days after the later to occur of: (a) determination of the final Rent due from Tenant; or (b) the later to occur of the Termination Date or the date Tenant surrenders the Premises to Landlord in compliance with Section 24. Landlord shall not be required to keep the Security Deposit separate from its other accounts. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, or any successor Laws now or hereafter in effect.

6. Building Services. Landlord shall furnish Tenant with the following services: (a) water service for use in the base building lavatories; (b) customary heat and air conditioning in season during standard Building service hours, although Tenant shall have the right to receive HVAC service during hours other than standard service hours by paying Landlord's then standard charge for additional HVAC service and providing such reasonable prior notice as is specified by Landlord; (c) standard janitor service; (d) elevator service; and (e) electricity. Electricity used by Tenant in the Premises shall, at Landlord's option, be paid for by Tenant either: (i) through inclusion in Expenses (except as provided for excess usage); (ii) by a separate charge payable by Tenant to Landlord; or (iii) by separate charge billed by the applicable utility company. Tenant's use of electrical service shall not exceed the standard usage for the Building. Landlord's failure to furnish, or any interruption, diminishment or termination of, services due to the application of Laws, the failure of any equipment, the performance of repairs, improvements or alterations,

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utility interruptions or the occurrence of an event of Force Majeure (defined in Section 25.02) shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement.

7. Leasehold Improvements. All improvements in and to the Premises, including any Alterations (defined in Section 8.02) (collectively, "**Leasehold Improvements**") shall remain upon the Premises at the end of the Term without compensation to Tenant, provided that Tenant, at its expense, in compliance with the National Electric Code or other applicable Laws, shall remove, on or before the Termination Date, any electronic, fiber, phone and data cabling and related equipment (collectively, "**Cable**") installed by or for the benefit of Tenant. In addition, Landlord, by written notice to Tenant at least 30 days prior to the Termination Date, may require Tenant, at its expense, to remove any Landlord Work or Alterations that, in Landlord's reasonable judgment, are not standard office improvements and are of a nature that would require material removal and repair costs (collectively referred to as "**Required Removables**"). Tenant shall repair any damage caused by the installation or removal of the Cable or Required Removables.

8. Repairs and Alterations.

8.01 Tenant shall periodically inspect the Premises to identify any conditions that are dangerous or in need of maintenance or repair and shall promptly provide Landlord with notice of any such conditions. Tenant shall, at its sole cost and expense, promptly perform all maintenance and repairs to the Premises that are not Landlord's express responsibility under this Lease, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. If Tenant fails to make any repairs to the Premises for more than 15 days after notice from Landlord (although notice shall not be required in an emergency), Landlord may make the repairs, and Tenant shall pay the reasonable cost of the repairs, together with an administrative charge in an amount equal to 10% of the cost of the repairs. Landlord shall perform all maintenance and repairs upon the: (a) structural elements of the Building; (b) mechanical, electrical, plumbing and fire/life safety systems serving the Building in general; (c) Common Areas; (d) roof of the Building; (e) exterior windows of the Building; and (f) elevators serving the Building. Tenant hereby waives any and all rights under and benefits of subsection 1 of Section 1932, and Sections 1941 and 1942 of the California Civil Code, or any similar or successor Laws now or hereinafter in effect.

8.02 Tenant shall not make alterations, repairs, additions or improvements or install any Cable (collectively referred to as "**Alterations**") without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld. In order to obtain such approvals, Tenant shall furnish Landlord with plans and specifications; names of contractors acceptable to Landlord; required permits and approvals; evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord and naming Landlord and the Landlord Related Parties as an additional insured; and any security for performance in amounts reasonably required by Landlord. Tenant shall reimburse Landlord for any sums paid by Landlord for third party examination of Tenant's plans for Alterations. In addition, Tenant shall pay Landlord a fee for Landlord's oversight and coordination of any Alterations equal to 10% of the cost of the Alterations. Upon completion, Tenant shall furnish "as-built" plans for Alterations, completion affidavits and full and final waivers of lien.

9. Entry by Landlord. Landlord may enter the Premises to inspect or show the Premises, to clean and make repairs, alterations or additions and to perform or facilitate maintenance, repairs, alterations or additions to any portion of the Building. Except in emergencies or to provide Building services, Landlord shall provide Tenant with reasonable prior verbal notice of entry. Entry by Landlord shall not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent.

10. Assignment and Subletting. Tenant shall not, directly or indirectly, assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "**Transfer**") without the prior written consent of Landlord, which consent shall not be unreasonably withheld if Landlord does not exercise its recapture rights. Any attempted Transfer in violation of this Article shall be a Default by Tenant and shall, at Landlord's option, be void. Within 15 business days after receipt of executed copies of the transfer documentation and such other information as Landlord may request, Landlord shall either: (a) consent to the Transfer by execution of a consent agreement in a form reasonably designated by Landlord; (b) refuse to consent to the Transfer; or (c) recapture the portion of the Premises that Tenant is proposing to Transfer. If Landlord exercises its right to recapture, the Lease shall automatically be amended to delete the applicable portion of the Premises effective on the proposed effective date of the Transfer. Tenant hereby waives the provisions of Section 1995.310 of the California Civil Code, or any similar or successor Laws, now or hereinafter in effect, and all other remedies, including, without limitation, any right at law or equity to terminate this Lease, on its own behalf and, to the extent permitted under all applicable Laws, on behalf of the proposed transferee. In no event shall any Transfer release or relieve Tenant from any obligation under this Lease. Tenant shall pay Landlord a review fee of \$1,500.00 for Landlord's review of any requested Transfer. Tenant shall pay Landlord, as Additional Rent, 50% of all rent and other consideration which Tenant receives as a result of a Transfer that is in excess of the Rent payable to Landlord for the portion of the Premises and Term covered by the Transfer. If Tenant is in Default, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of Tenant's share of payments received by Landlord.

11. Liens. Tenant shall not permit mechanics or other liens to be placed upon the Property or Premises in connection with any work purportedly done by or for the benefit of Tenant or its transferees. Tenant shall, within 10 days of notice from Landlord, fully discharge any lien by settlement or by bonding or insuring over the lien in the manner prescribed by Law. Tenant's failure to fully discharge the lien within such 10 day period shall be a Default. In addition to any other remedies available to Landlord as a result of such Default by Tenant, Landlord may bond, insure over or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord, including, without limitation, reasonable attorneys' fees.

12. Indemnity and Waiver of Claims. Except to the extent caused by the negligence or willful misconduct of Landlord or the Landlord Related Parties (defined below), Tenant shall indemnify, defend and hold Landlord and the

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Landlord Related Parties harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law), which may be imposed upon, incurred by or asserted against Landlord or any of the Landlord Related Parties by any third party and arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions of Tenant or any of Tenant's officers, employees or agents (collectively the "**Tenant Related Parties**") or any of their transferees, contractors or licensees. Except to the extent caused by the negligence or willful misconduct of Tenant or the Tenant Related Parties, Landlord shall indemnify, defend and hold Tenant harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law), which may be imposed upon, incurred by or asserted against Tenant or any of the Tenant Related Parties by any third party and arising out of or in connection with any acts or omissions of Landlord or any of the Landlord Related Parties. Tenant hereby waives all claims against and releases Landlord and its trustees, members, principals, beneficiaries, partners, officers, directors, employees, Mortgagees and agents (the "**Landlord Related Parties**") from all claims for any injury to or death of persons, damage to property or business loss in any manner related to (a) acts of God, (b) acts of third parties, (c) the bursting or leaking of any tank, water closet, drain or other pipe, (d) the inadequacy or failure of any security services, personnel or equipment, or (e) any matter outside of the reasonable control of Landlord.

13. Insurance. Tenant shall maintain the following insurance ("**Tenant's Insurance**"): (a) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$2,000,000.00; (b) Property/Business Interruption Insurance written on an All Risk or Special Cause of Loss form, with coverage for broad form water damage including earthquake sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Tenant's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises ("**Tenant's Property**") and any Leasehold Improvements performed by or for the benefit of Tenant; (c) Workers' Compensation Insurance as required by Law and in amounts as may be required by applicable statute and Employers Liability Coverage of at least \$1,000,000.00 per occurrence. Any company writing Tenant's Insurance shall have an A.M. Best rating of not less than A-VIII. All Commercial General Liability Insurance policies shall name Landlord (or its successors and assigns), the managing agent for the Building (or any successor), Equity Office Properties Trust, EOP Operating Limited Partnership and their respective members, principals, beneficiaries, partners, officers, directors, employees, and agents, and other designees of Landlord and its successors as the interest of such designees shall appear, as additional insureds. In addition, Landlord shall be named as a loss payee with respect to Property/Business Interruption Insurance on the Leasehold Improvements. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least 30 days' advance written notice of any cancellation, termination, material change or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises, and thereafter as necessary to assure that Landlord always has current certificates evidencing Tenant's Insurance.

14. Subrogation. Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage with respect to Tenant's Property, Leasehold Improvements, the Building, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance. For the purposes of this waiver, any deductible with respect to a party's insurance shall be deemed covered by and recoverable by such party under valid and collectable policies of insurance.

15. Casualty Damage. Landlord, by notice to Tenant within 60 days of the date of the fire or other casualty (a "**Casualty**"), shall have the right to terminate this Lease if all or any part of the Premises is damaged to the extent that it cannot reasonably be repaired within 120 days after the date of the Casualty. If this Lease is not terminated, Landlord shall promptly and diligently restore the Premises. Such restoration shall be to substantially the same condition that existed prior to the Casualty, except for modifications required by Law. However, in no event shall Landlord be required to spend more than the insurance proceeds received by Landlord. Upon notice from Landlord, Tenant shall assign or endorse over to Landlord (or to any party designated by Landlord) all property insurance proceeds payable to Tenant under Tenant's Insurance with respect to any Leasehold Improvements performed by or for the benefit of Tenant; provided if the estimated cost to repair such Leasehold Improvements exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, the excess cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repairs. Within 15 days of demand, Tenant shall also pay Landlord for any additional excess costs that are determined during the performance of the repairs. Landlord shall not be liable for any inconvenience to Tenant, or injury to Tenant's business, resulting in any way from the Casualty or the repair thereof. Provided that Tenant is not in Default, during any period of time that all or a material portion of the Premises is rendered untenantable as a result of a Casualty, the Rent shall abate for the portion of the Premises that is untenantable and not used by Tenant. The provisions of this Lease, including this Section 15, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, the Building, the Property or the Project, and any Laws, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any similar or successor Laws now or hereinafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Building or the Property.

16. Condemnation. Either party may terminate this Lease if any material part of the Premises is taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (a "**Taking**"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Property which would have a material adverse effect on Landlord's ability to profitably operate the remainder of the Building. The terminating party shall provide written notice of termination to the other party within 45 days after it first receives notice of the Taking. The termination shall be effective as of the effective date of any

order granting possession to, or vesting legal title in, the condemning authority. All compensation awarded for a Taking, or sale proceeds, shall be the property of Landlord. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure, or any similar or successor Laws.

17. Events of Default. In addition to any other default specifically described in this Lease, each of the following occurrences shall be considered to be a "**Default**": (a) Tenant's failure to pay any portion of Rent when due, if the failure continues for 3 days after written notice to Tenant, which notice shall be in satisfaction of, and not in addition to, notice required by Law ("**Monetary Default**"); or (b) Tenant's failure (other than a Monetary Default) to comply with any term, provision, condition or covenant of this Lease, if the failure is not cured within 10 days after written notice to Tenant, which notice shall be in satisfaction of, and not in addition to, notice required by Law, provided, however, if Tenant's failure to comply cannot reasonably be cured within 10 days, Tenant shall be allowed additional time (not to exceed 60 days) as is reasonably necessary to cure the failure so long as Tenant commences to cure within 10 days and Tenant diligently pursues the cure to completion.

18. Remedies.

18.01 Upon the occurrence of any Default under this Lease, whether enumerated in Section 17 or not, Landlord shall have the option to pursue any one or more of the following remedies without any notice (except as expressly prescribed herein) or demand whatsoever (and without limiting the generality of the foregoing, Tenant hereby specifically waives notice and demand for payment of Rent or other obligations, except for those notices specifically required pursuant to the terms of Section 17 or this Section 18, and waives any and all other notices or demand requirements imposed by applicable law):

(a) Terminate this Lease and Tenant's right to possession of the Premises and recover from Tenant an award of damages equal to the sum of the following:

(i) The Worth at the Time of 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 Rent loss that Tenant affirmatively 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 Rent loss that Tenant affirmatively proves could be reasonably avoided;

(iv) Any other amount necessary to compensate Landlord for all the detriment either proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

(v) All such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under applicable law.

The "**Worth at the Time of Award**" of the amounts referred to in parts (i) and (ii) above, shall be computed by allowing interest at the lesser of a per annum rate equal to: (A) the greatest per annum rate of interest permitted from time to time under applicable law, or (B) the Prime Rate plus 5%. For purposes hereof, the "**Prime Rate**" shall be the per annum interest rate publicly announced as its prime or base rate by a federally insured bank selected by Landlord in the State of California. The "**Worth at the Time of Award**" of the amount referred to in part (iii), above, 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 1%;

(b) Employ the remedy described in California Civil Code § 1951.4 (Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or

(c) Notwithstanding Landlord's exercise of the remedy described in California Civil Code § 1951.4 in respect of an event or events of default, at such time thereafter as Landlord may elect in writing, to terminate this Lease and Tenant's right to possession of the Premises and recover an award of damages as provided above in Paragraph 18.01(a).

18.02 The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, 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. No waiver by Landlord of any breach hereof shall be effective unless such waiver is in writing and signed by Landlord.

18.03 TENANT HEREBY WAIVES ANY AND ALL RIGHTS CONFERRED BY SECTION 3275 OF THE CIVIL CODE OF CALIFORNIA AND BY SECTIONS 1174 (c) AND 1179 OF THE CODE OF CIVIL PROCEDURE OF CALIFORNIA AND ANY AND ALL OTHER LAWS AND RULES OF LAW FROM TIME TO TIME IN EFFECT DURING THE LEASE TERM PROVIDING THAT TENANT SHALL HAVE ANY RIGHT TO REDEEM, REINSTATE OR RESTORE THIS LEASE FOLLOWING ITS TERMINATION BY REASON OF TENANT'S BREACH. TENANT ALSO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS LEASE.

18.04 No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing by agreement, applicable law or in equity. In addition to other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

18.05 If Tenant is in Default of any of its non-monetary obligations under the Lease, Landlord shall have the right to perform such obligations. Tenant shall reimburse Landlord for the cost of such performance upon demand together with an administrative charge equal to 10% of the cost of the work performed by Landlord.

18.06 This Section 18 shall be enforceable to the maximum extent such enforcement is not prohibited by applicable law, and the unenforceability of any portion thereof shall not thereby render unenforceable any other portion.

19. Limitation of Liability.

THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) SHALL BE LIMITED TO THE LESSER OF (A) THE INTEREST OF LANDLORD IN THE PROPERTY, OR (B) THE EQUITY INTEREST LANDLORD WOULD HAVE IN THE PROPERTY IF THE PROPERTY WERE ENCUMBERED BY THIRD PARTY DEBT IN AN AMOUNT EQUAL TO 70% OF THE VALUE OF THE PROPERTY. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD OR ANY LANDLORD RELATED PARTY. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY AND IN NO EVENT SHALL LANDLORD OR ANY LANDLORD RELATED PARTY BE LIABLE TO TENANT FOR ANY LOST PROFIT, DAMAGE TO OR LOSS OF BUSINESS OR ANY FORM OF SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND THE MORTGAGEE(S) (DEFINED IN SECTION 22 BELOW) WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES (DEFINED IN SECTION 22 BELOW), NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT.

20. Relocation. Landlord, at its expense, at any time before or during the Term, may relocate Tenant from the Premises to space of reasonably comparable size and utility ("**Relocation Space**") within the Building or other buildings within the same project upon 60 days' prior written notice to Tenant. The Relocation Space must contain similar finishes as the Premises, and approximately the same Rentable Square Footage as the Premises and the same number of work stations, offices, breakrooms and reception areas as are contained in the Premises as of the date Tenant receives Landlord's notice of relocation. From and after the date of the relocation, "Premises" shall refer to the Relocation Space into which Tenant has been moved and the Base Rent and Tenant's Pro Rata Share shall be adjusted based on the rentable square footage of the Relocation Space, provided that the total monthly Base Rent for the Relocation Space shall in no event exceed the total monthly Base Rent for the Premises prior to the relocation, and Tenant's Pro Rata Share for the Relocation Space shall in no event exceed Tenant's Pro Rata Share for the Premises prior to the relocation. Landlord shall pay Tenant's reasonable costs of relocation, including all costs for moving Tenant's furniture, equipment, supplies and other personal property, as well as the cost of printing and distributing change of address notices to Tenant's customers and one month's supply of stationery showing the new address.

21. Holding Over. If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, occupancy of the Premises after termination shall be that of a tenancy at sufferance. Tenant's occupancy shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to 150% of the sum of the Base Rent and Additional Rent due for the period immediately preceding the holdover. 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.

22. Subordination to Mortgages; Estoppel Certificate. Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the Premises, the Building or the Property, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a "**Mortgage**"). This clause shall be self-operative, but upon request from the holder of a Mortgage (a "**Mortgagee**"), Tenant shall execute a commercially reasonable subordination agreement. As an alternative, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. Upon request, Tenant shall, without charge, attorn to any successor to Landlord's interest in the Lease. Tenant shall, within 10 days after receipt of a written request from Landlord, execute and deliver a commercially reasonable estoppel certificate to those parties as are reasonably requested by Landlord.

23. Notice. All demands, approvals, consents or notices shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested, or sent by overnight or same day courier service at the party's respective Notice Address(es) set forth in Section 1. Each notice shall be deemed to have been received on the earlier to occur of actual delivery or the date on which delivery is refused, or, if Tenant has vacated the Premises or any other Notice Address without providing a new Notice Address, 3 days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address (other than to a post office box address) by giving the other party written notice of the new address.

24. Surrender of Premises. At the termination of this Lease or Tenant's right of possession, Tenant shall remove Tenant's Property, all Cable installed by or for the benefit of Tenant and any designated Required Removables from the Premises, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and

repair, ordinary wear and tear and damage which Landlord is obligated to repair hereunder excepted. If Tenant fails to remove any of Tenant's Property within 2 days after termination, Landlord, at Tenant's sole cost and expense, shall be entitled to remove and store Tenant's Property. Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's Property. Tenant shall pay Landlord, upon demand, the expenses and storage charges incurred. If Tenant fails to remove Tenant's Property from the Premises or storage within 30 days after notice, Landlord may deem all or any part of Tenant's Property to be abandoned and title to Tenant's Property shall vest in Landlord. If Tenant fails to remove Cable or any of the designated Required Removables as required above or complete any related repairs within 2 days after termination, Landlord may perform such work at Tenant's expense.

25. Miscellaneous.

25.01 If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Lease, the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including, without limitation, reasonable attorneys' fees. Landlord and Tenant hereby waive any right to trial by jury in any proceeding based upon a breach of this Lease. Either party's failure to declare a default immediately upon its occurrence, or delay in taking action for a default shall not constitute a waiver of the default, nor shall it constitute an estoppel.

25.02 Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant (other than the payment of the Security Deposit or Rent), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party ("**Force Majeure**"). Force Majeure shall not include financial difficulties of the party required to perform.

25.03 Landlord shall have the right to transfer and assign, in whole or in part, all of its ownership interest, rights and obligations in the Building, Property or Lease, including the Security Deposit, and upon transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations and the return of any Security Deposit.

25.04 Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery of it does not constitute an offer to Tenant or an option. Tenant represents that it has dealt directly with and only with the Broker as a broker in connection with this Lease. Tenant shall indemnify and hold Landlord and the Landlord Related Parties harmless from all claims of any other brokers claiming to have represented Tenant in connection with this Lease. Equity Office Properties Management Corp. ("**EOPMC**") is an affiliate of Landlord and represents only the Landlord in this transaction. Any assistance rendered by any agent or employee of EOPMC in connection with this Lease or any subsequent amendment or modification hereto has been or will be made as an accommodation to Tenant solely in furtherance of consummating the transaction on behalf of Landlord, and not as agent for Tenant.

25.05 The expiration of the Term, whether by lapse of time, termination or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or termination of this Lease.

25.06 Tenant shall, and may peacefully have, hold and enjoy the Premises, subject to the terms of this Lease, provided Tenant pays the Rent and fully performs all of its covenants and agreements. This covenant and all other covenants of Landlord shall be binding upon Landlord and its successors only during its or their respective periods of ownership of the Building.

25.07 This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Premises. This Lease may be modified only by a written agreement signed by Landlord and Tenant. This Lease shall be interpreted and enforced in accordance with the Laws of the state or commonwealth in which the Building is located.

25.08 Tenant represents and warrants to Landlord that each individual executing this Lease on behalf of Tenant is authorized to do so on behalf of Tenant and that Tenant is not, and the entities or individuals constituting Tenant or which may own or control Tenant or which may be owned or controlled by Tenant are not, (i) in violation of any Laws relating to terrorism or money laundering, or (ii) among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/tlisdn.pdf> or any replacement website or other replacement official publication of such list.

Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

CA-DOVE STREET LIMITED PARTNERSHIP, a Delaware limited partnership

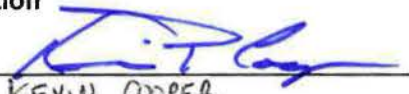
By: EOM GP, L.L.C., a Delaware limited liability company, its general partner

By: Equity Office Management, L.L.C., a Delaware limited liability company, its non-member manager

By: 
Name: Mark Valentine
Title: Managing Director - Leasing

TENANT:

MINUTEMAN PRESS, INTERNATIONAL, a New York corporation

By: 
Name: KEVIN COOPER
Title: Vice President of Operations

11-2347290
Tenant's Tax ID Number (SSN or FEIN)

EXHIBIT A

OUTLINE AND LOCATION OF PREMISES

This Exhibit is attached to and made a part of the Lease by and between **CA-DOVE STREET LIMITED PARTNERSHIP**, a Delaware limited partnership ("Landlord") and **MINUTEMAN PRESS INTERNATIONAL, INC.**, a New York corporation ("Tenant") for space in the Building located at 1201 Dove Street, Newport Beach, California.

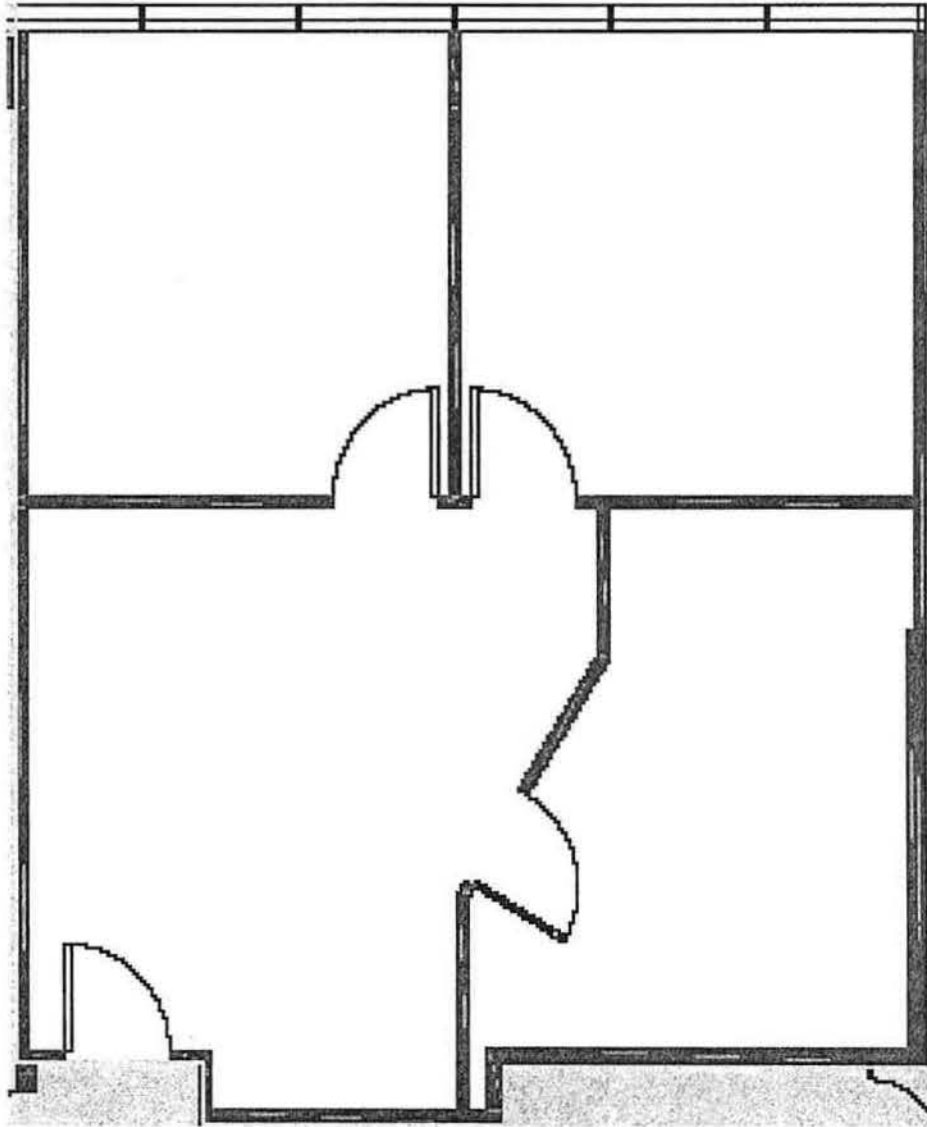


EXHIBIT B

EXPENSES AND TAXES

This Exhibit is attached to and made a part of the Lease by and between **CA-DOVE STREET LIMITED PARTNERSHIP, a Delaware limited partnership** ("Landlord") and **MINUTEMAN PRESS INTERNATIONAL, INC., a New York corporation** ("Tenant") for space in the Building located at 1201 Dove Street, Newport Beach, California.

1. Payments.

1.01 Tenant shall pay Tenant's Pro Rata Share of the amount, if any, by which Expenses (defined below) for each calendar year during the Term exceed Expenses for the Base Year (the "**Expense Excess**") and also the amount, if any, by which Taxes (defined below) for each calendar year during the Term exceed Taxes for the Base Year (the "**Tax Excess**"). If Expenses or Taxes in any calendar year decrease below the amount of Expenses or Taxes for the Base Year, Tenant's Pro Rata Share of Expenses or Taxes, as the case may be, for that calendar year shall be \$0. Landlord shall provide Tenant with a good faith estimate of the Expense Excess and of the Tax Excess for each calendar year during the Term. On or before the first day of each month, Tenant shall pay to Landlord a monthly installment equal to one-twelfth of Tenant's Pro Rata Share of Landlord's estimate of both the Expense Excess and Tax Excess. After its receipt of the revised estimate, Tenant's monthly payments shall be based upon the revised estimate. If Landlord does not provide Tenant with an estimate of the Expense Excess or the Tax Excess by January 1 of a calendar year, Tenant shall continue to pay monthly installments based on the previous year's estimate(s) until Landlord provides Tenant with the new estimate.

1.02 As soon as is practical following the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual Expenses and Expense Excess and the actual Taxes and Tax Excess for the prior calendar year. If the estimated Expense Excess or estimated Tax Excess for the prior calendar year is more than the actual Expense Excess or actual Tax Excess, as the case may be, for the prior calendar year, Landlord shall either provide Tenant with a refund or apply any overpayment by Tenant against Additional Rent due or next becoming due, provided if the Term expires before the determination of the overpayment, Landlord shall refund any overpayment to Tenant after first deducting the amount of Rent due. If the estimated Expense Excess or estimated Tax Excess for the prior calendar year is less than the actual Expense Excess or actual Tax Excess, as the case may be, for such prior year, Tenant shall pay Landlord, within 30 days after its receipt of the statement of Expenses or Taxes, any underpayment for the prior calendar year.

2. Expenses.

2.01 "**Expenses**" means all costs and expenses incurred in each calendar year in connection with operating, maintaining, repairing, and managing the Building and the Property. Expenses include, without limitation: (a) all labor and labor related costs, including wages, salaries, bonuses, taxes, insurance, uniforms, training, retirement plans, pension plans and other employee benefits; (b) management fees; (c) the cost of equipping, staffing and operating an on-site and/or off-site management office for the Building, provided if the management office services one or more other buildings or properties, the shared costs and expenses of equipping, staffing and operating such management office(s) shall be equitably prorated and apportioned between the Building and the other buildings or properties; (d) accounting costs; (e) the cost of services; (f) rental and purchase cost of parts, supplies, tools and equipment; (g) insurance premiums and deductibles; (h) electricity, gas and other utility costs; and (i) the amortized cost of capital improvements (as distinguished from replacement parts or components installed in the ordinary course of business) made subsequent to the Base Year which are: (1) performed primarily to reduce current or future operating expense costs, upgrade Building security or otherwise improve the operating efficiency of the Property; or (2) required to comply with any Laws that are enacted, or first interpreted to apply to the Property, after the date of this Lease. The cost of capital improvements shall be amortized by Landlord over the lesser of the Payback Period (defined below) or the useful life of the capital improvement as reasonably determined by Landlord. The amortized cost of capital improvements may, at Landlord's option, include actual or imputed interest at the rate that Landlord would reasonably be required to pay to finance the cost of the capital improvement. "**Payback Period**" means the reasonably estimated period of time that it takes for the cost savings resulting from a capital improvement to equal the total cost of the capital improvement. Landlord, by itself or through an affiliate, shall have the right to directly perform, provide and be compensated for any services under this Lease. If Landlord incurs Expenses for the Building or Property together with one or more other buildings or properties, whether pursuant to a reciprocal easement agreement, common area agreement or otherwise, the shared costs and expenses shall be equitably prorated and apportioned between the Building and Property and the other buildings or properties.

2.02 Expenses shall not include: the cost of capital improvements (except as set forth above); depreciation; principal payments of mortgage and other non-operating debts of Landlord; the cost of repairs or other work to the extent Landlord is reimbursed by insurance or condemnation proceeds; costs in connection with leasing space in the Building, including brokerage commissions; lease concessions, rental abatements and construction allowances granted to specific tenants; costs incurred in connection with the sale, financing or refinancing of the Building; fines, interest and penalties incurred due to the late payment of Taxes or Expenses; organizational expenses associated with the creation and operation of the entity which constitutes Landlord; or any penalties or damages that Landlord pays to Tenant under this Lease or to other tenants in the Building under their respective leases.

2.03 If at any time during a calendar year the Building is not at least 95% occupied or Landlord is not supplying services to at least 95% of the total Rentable Square Footage of the Building, Expenses shall, at Landlord's option, be determined as if the Building had been 95% occupied and Landlord had been supplying services to 95% of the Rentable Square Footage of the Building. If Expenses for a calendar year are determined as provided in the prior sentence, Expenses for the Base Year shall also be determined in such manner. Notwithstanding the foregoing, Landlord may calculate the extrapolation of Expenses under this Section based on 100% occupancy and service so long as such percentage is used consistently for each year of the Term. The extrapolation of Expenses under this

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Matter ID Number:

Section shall be performed in accordance with the methodology specified by the Building Owners and Managers Association.

3. "**Taxes**" shall mean: (a) all real property taxes and other assessments on the Building and/or Property, including, but not limited to, gross receipts taxes, assessments for special improvement districts and building improvement districts, governmental charges, fees and assessments for police, fire, traffic mitigation or other governmental service of purported benefit to the Property, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments and the Property's share of any real estate taxes and assessments under any reciprocal easement agreement, common area agreement or similar agreement as to the Property; (b) all personal property taxes for property that is owned by Landlord and used in connection with the operation, maintenance and repair of the Property; and (c) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in (a) and (b), including, without limitation, any costs incurred by Landlord for compliance, review and appeal of tax liabilities. Without limitation, Taxes shall not include any income, capital levy, transfer, capital stock, gift, estate or inheritance tax. If a change in Taxes is obtained for any year of the Term during which Tenant paid Tenant's Pro Rata Share of any Tax Excess, then Taxes for that year will be retroactively adjusted and Landlord shall provide Tenant with a credit, if any, based on the adjustment. Likewise, if a change is obtained for Taxes for the Base Year, Taxes for the Base Year shall be restated and the Tax Excess for all subsequent years shall be recomputed. Tenant shall pay Landlord the amount of Tenant's Pro Rata Share of any such increase in the Tax Excess within 30 days after Tenant's receipt of a statement from Landlord.

4. **Audit Rights.** Tenant, within 365 days after receiving Landlord's statement of Expenses, may give Landlord written notice ("**Review Notice**") that Tenant intends to review Landlord's records of the Expenses for the calendar year to which the statement applies. Within a reasonable time after receipt of the Review Notice, Landlord shall make all pertinent records available for inspection that are reasonably necessary for Tenant to conduct its review. If any records are maintained at a location other than the management office for the Building, Tenant may either inspect the records at such other location or pay for the reasonable cost of copying and shipping the records. If Tenant retains an agent to review Landlord's records, the agent must be with a CPA firm licensed to do business in the state or commonwealth where the Property is located. Tenant shall be solely responsible for all costs, expenses and fees incurred for the audit. Within 90 days after the records are made available to Tenant, Tenant shall have the right to give Landlord written notice (an "**Objection Notice**") stating in reasonable detail any objection to Landlord's statement of Expenses for that year. If Tenant fails to give Landlord an Objection Notice within the 90 day period or fails to provide Landlord with a Review Notice within the 365 day period described above, Tenant shall be deemed to have approved Landlord's statement of Expenses and shall be barred from raising any claims regarding the Expenses for that year. If Tenant provides Landlord with a timely Objection Notice, Landlord and Tenant shall work together in good faith to resolve any issues raised in Tenant's Objection Notice. If Landlord and Tenant determine that Expenses for the calendar year are less than reported, Landlord shall provide Tenant with a credit against the next installment of Rent in the amount of the overpayment by Tenant. Likewise, if Landlord and Tenant determine that Expenses for the calendar year are greater than reported, Tenant shall pay Landlord the amount of any underpayment within 30 days. The records obtained by Tenant shall be treated as confidential. In no event shall Tenant be permitted to examine Landlord's records or to dispute any statement of Expenses unless Tenant has paid and continues to pay all Rent when due.

EXHIBIT C

WORK LETTER

This Exhibit is attached to and made a part of the Lease by and between **CA-DOVE STREET LIMITED PARTNERSHIP, a Delaware limited partnership** ("Landlord") and **MINUTEMAN PRESS INTERNATIONAL, INC., a New York corporation** ("Tenant") for space in the Building located at 1201 Dove Street, Newport Beach, California.

As used in this Workletter, the "Premises" shall be deemed to mean the Premises, as initially defined in the attached Lease.

1. Landlord, at its sole cost and expense (subject to the terms and provisions of Section 2 below) shall perform improvements to the Premises in accordance with the following work list (the "Worklist") using Building standard methods, materials and finishes. The improvements to be performed in accordance with the Worklist are hereinafter referred to as the "Landlord Work". Landlord shall enter into a direct contract for the Landlord Work with a general contractor selected by Landlord. In addition, Landlord shall have the right to select and/or approve of any subcontractors used in connection with the Landlord Work. Landlord shall be entitled to deduct a construction management fee for Landlord's oversight of the Landlord Work in an amount equal to 3% of the total construction costs of the Landlord Work.

WORK LIST

- Landlord shall install new carpet and base in the Premises using Building standard materials and methods.
 - Landlord shall touch up the paint as needed in the Premises after Tenant's move-in using Building standard materials and methods.
2. All other work and upgrades, subject to Landlord's approval, shall be at Tenant's sole cost and expense, plus any applicable state sales or use tax thereon, payable upon demand as Additional Rent. Tenant shall be responsible for any Tenant Delay in completion of the Premises resulting from any such other work and upgrades requested or performed by Tenant.
 3. Landlord's supervision or performance of any work for or on behalf of Tenant shall not be deemed to be a representation by Landlord that such work complies with applicable insurance requirements, building codes, ordinances, laws or regulations or that the improvements constructed will be adequate for Tenant's use.
 4. Tenant acknowledges that the Landlord Work may be performed by Landlord in the Premises during Building Service Hours subsequent to the Commencement Date. Landlord and Tenant agree to cooperate with each other in order to enable the Landlord Work to be performed in a timely manner and with as little inconvenience to the operation of Tenant's business as is reasonably possible. Notwithstanding anything herein to the contrary, any delay in the completion of the Landlord Work or inconvenience suffered by Tenant during the performance of the Landlord Work shall not delay the Commencement Date nor shall it subject Landlord to any liability for any loss or damage resulting therefrom or entitle Tenant to any credit, abatement or adjustment of Rent or other sums payable under the Lease.
 5. This Exhibit shall not be deemed applicable to any additional space added to the Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the original Premises or any additions to the Premises in the event of a renewal or extension of the original Term of the Lease, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement to the Lease.

EXHIBIT D

COMMENCEMENT LETTER

(EXAMPLE)

Date _____

Tenant
Address _____

Re: Commencement Letter with respect to that certain Lease dated as of the _____ day of _____, _____, by and between **CA-DOVE STREET LIMITED PARTNERSHIP**, a Delaware limited partnership, as Landlord, and **MINUTEMAN PRESS INTERNATIONAL, INC.**, a New York corporation, as Tenant, for 886 rentable square feet on the 4th floor of the Building located at 1201 Dove Street, Newport Beach, California.

Lease Id: _____
Business Unit Number: _____

Dear _____:

In accordance with the terms and conditions of the above referenced Lease, Tenant accepts possession of the Premises and agrees:

1. The Commencement Date of the Lease is _____;
2. The Termination Date of the Lease is _____.

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing all 3 counterparts of this Commencement Letter in the space provided and returning 2 fully executed counterparts to my attention. Tenant's failure to execute and return this letter, or to provide written objection to the statements contained in this letter, within 30 days after the date of this letter shall be deemed an approval by Tenant of the statements contained herein.

Sincerely,

CA-Dove Street Limited Partnership, a Delaware limited partnership

By: Equity Office Management, L.L.C., a Delaware limited liability company, as agent for owner

By: _____
Name: _____
Its: Authorized Signatory

Agreed and Accepted:

Tenant: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT E

BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the parking facilities (if any), the Property and the appurtenances. In the event of a conflict between the following rules and regulations and the remainder of the terms of the Lease, the remainder of the terms of the Lease shall control. Capitalized terms have the same meaning as defined in the Lease.

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in Common Areas or elsewhere about the Building or Property.
2. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed in the fixtures or appliances.
3. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. All tenant identification and suite numbers at the entrance to the Premises shall be installed by Landlord, at Tenant's cost and expense, using the standard graphics for the Building. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Premises or Building except by the Building maintenance personnel without Landlord's prior approval, which approval shall not be unreasonably withheld.
4. Landlord may provide and maintain in the first floor (main lobby) of the Building an alphabetical directory board or other directory device listing tenants, and no other directory shall be permitted unless previously consented to by Landlord in writing.
5. Tenant shall not place any lock(s) on any door in the Premises or Building without Landlord's prior written consent, which consent shall not be unreasonably withheld, and Landlord shall have the right to retain at all times and to use keys or other access codes or devices to all locks within and into the Premises. A reasonable number of keys to the locks on the entry doors in the Premises shall be furnished by Landlord to Tenant at Tenant's cost, and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord at the expiration or early termination of this Lease.
6. All contractors, contractor's representatives and installation technicians performing work in the Building shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld, and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.
7. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of merchandise or materials requiring the use of elevators, stairways, lobby areas or loading dock areas, shall be restricted to hours reasonably designated by Landlord. Tenant shall obtain Landlord's prior approval by providing a detailed listing of the activity. If approved by Landlord, the activity shall be under the supervision of Landlord and performed in the manner required by Landlord. Tenant shall assume all risk for damage to articles moved and injury to any persons resulting from the activity. If equipment, property, or personnel of Landlord or of any other party is damaged or injured as a result of or in connection with the activity, Tenant shall be solely liable for any resulting damage or loss.
8. Landlord shall have the right to approve the weight, size, or location of heavy equipment or articles in and about the Premises, which approval shall not be unreasonably withheld. Damage to the Building by the installation, maintenance, operation, existence or removal of Tenant's Property shall be repaired at Tenant's sole expense.
9. Corridor doors, when not in use, shall be kept closed.
10. Tenant shall not: (1) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons having business with them; (2) solicit business or distribute, or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising; or (3) conduct or permit other activities in the Building that might, in Landlord's sole opinion, constitute a nuisance.
11. No animals, except those assisting handicapped persons, shall be brought into the Building or kept in or about the Premises.
12. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Premises, Building or about the Property, except for those substances as are typically found in similar premises used for general office purposes and are being used by Tenant in a safe manner and in accordance with all applicable Laws, rules and regulations. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Premises or any other portion of the Property, any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental Laws which may now or later be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant, and shall remain solely liable for the costs of abatement and removal.

13. Tenant shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises or the Building. Tenant shall not use, or permit any part of the Premises to be used, for lodging, sleeping or for any illegal purpose.
14. Tenant shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute, or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("Labor Disruption"). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until Landlord gives its written consent for the work to resume. Tenant shall have no claim for damages against Landlord or any of the Landlord Related Parties, nor shall the Commencement Date of the Term be extended as a result of the above actions.
15. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electronic or gas heating devices, without Landlord's prior written consent. Tenant shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the Building.
16. Tenant shall not operate or permit to be operated a coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes and other goods), except for machines for the exclusive use of Tenant's employees and invitees.
17. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by Landlord.
18. Landlord may from time to time adopt systems and procedures for the security and safety of the Building, its occupants, entry, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord's systems and procedures.
19. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that in Landlord's sole opinion may impair the reputation of the Building or its desirability. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.
20. Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking in the Common Areas, unless the Common Areas have been declared a designated smoking area by Landlord, nor shall the above parties allow smoke from the Premises to emanate into the Common Areas or any other part of the Building. Landlord shall have the right to designate the Building (including the Premises) as a non-smoking building.
21. Landlord shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Building presents a uniform exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Premises while they are exposed to the direct rays of the sun.
22. Deliveries to and from the Premises shall be made only at the times, in the areas and through the entrances and exits reasonably designated by Landlord. Tenant shall not make deliveries to or from the Premises in a manner that might interfere with the use by any other tenant of its premises or of the Common Areas, any pedestrian use, or any use which is inconsistent with good business practice.
23. The work of cleaning personnel shall not be hindered by Tenant after 5:30 P.M., and cleaning work may be done at any time when the offices are vacant. Windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles to prevent unreasonable hardship to the cleaning service.

EXHIBIT F

ADDITIONAL PROVISIONS

This Exhibit is attached to and made a part of the Lease by and between **CA-DOVE STREET LIMITED PARTNERSHIP, a Delaware limited partnership** ("Landlord") and **MINUTEMAN PRESS INTERNATIONAL, INC., a New York corporation** ("Tenant") for space in the Building located at 1201 Dove Street, Newport Beach, California.

1. Asbestos Notification. Tenant acknowledges that Tenant has received the asbestos notification letter attached to this Lease as Exhibit H hereto, disclosing the existence of asbestos in the Building. As part of Tenant's obligations under this Lease, Tenant agrees to comply with the California "Connelly Act" and other applicable Laws, including providing copies of Landlord's asbestos notification letter to all of Tenant's "employees" and "owners", as those terms are defined in the Connelly Act and other applicable Laws.

EXHIBIT G

PARKING AGREEMENT

This Exhibit is attached to and made a part of the Lease by and between **CA-DOVE STREET LIMITED PARTNERSHIP, a Delaware limited partnership** ("Landlord") and **MINUTEMAN PRESS INTERNATIONAL, INC., a New York corporation** ("Tenant") for space in the Building located at 1201 Dove Street, Newport Beach, California.

1. The capitalized terms used in this Parking Agreement shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Parking Agreement. In the event of any conflict between the Lease and this Parking Agreement, the latter shall control.
2. During the initial Term, Tenant agrees to lease from Landlord and Landlord agrees to lease to Tenant a total of 4 non-reserved parking spaces in the parking facility servicing the Building ("**Parking Facility**") at no charge to Tenant. After the initial Term, Tenant shall pay in advance, concurrent with Tenant's payment of monthly Base Rent, the prevailing monthly charges established from time to time for parking in the Parking Facility. Tenant may, from time to time request additional parking spaces, and if Landlord shall provide the same, such parking spaces shall be provided and used on a month-to-month basis, and otherwise on the foregoing terms and provisions, and at such prevailing monthly parking charges as shall be established from time to time.
3. Tenant shall at all times comply with all applicable ordinances, rules, regulations, codes, laws, statutes and requirements of all federal, state, county and municipal governmental bodies or their subdivisions respecting the use of the Parking Facility. Landlord reserves the right to adopt, modify and enforce reasonable rules ("**Rules**") governing the use of the Parking Facility from time to time including any key-card, sticker or other identification or entrance system and hours of operation. The Rules set forth herein are currently in effect. Landlord may refuse to permit any person who violates such Rules to park in the Parking Facility, and any violation of the Rules shall subject the car to removal from the Parking Facility.
4. Unless specified to the contrary above, the parking spaces hereunder shall be provided on a non-designated "first-come, first-served" basis. Tenant acknowledges that Landlord has no liability for claims arising through acts or omissions of any independent operator of the Parking Facility. Landlord shall have no liability whatsoever for any damage to items located in the Parking Facility, nor for any personal injuries or death arising out of any matter relating to the Parking Facility, and in all events, Tenant agrees to look first to its insurance carrier and to require that Tenant's employees look first to their respective insurance carriers for payment of any losses sustained in connection with any use of the Parking Facility. Tenant hereby waives on behalf of its insurance carriers all rights of subrogation against Landlord or Landlord's agents. Landlord reserves the right to assign specific parking spaces, and to reserve parking spaces for visitors, small cars, handicapped persons and for other tenants, guests of tenants or other parties, which assignment and reservation or spaces may be relocated as determined by Landlord from time to time, and Tenant and persons designated by Tenant hereunder shall not park in any location designated for such assigned or reserved parking spaces. Tenant acknowledges that the Parking Facility may be closed entirely or in part in order to make repairs or perform maintenance services, or to alter, modify, re-stripe or renovate the Parking Facility, or if required by casualty, strike, condemnation, act of God, governmental law or requirement or other reason beyond the operator's reasonable control. In such event, Landlord shall refund any prepaid parking fee hereunder, prorated on a per diem basis.
5. If Tenant shall default under this Parking Agreement, the operator shall have the right to remove from the Parking Facility any vehicles hereunder which shall have been involved or shall have been owned or driven by parties involved in causing such default, without liability therefor whatsoever. In addition, if Tenant shall default under this Parking Agreement, Landlord shall have the right to cancel this Parking Agreement on 10 days' written notice, unless within such 10 day period, Tenant cures such default. If Tenant defaults with respect to the same term or condition under this Parking Agreement more than 3 times during any 12 month period, and Landlord notifies Tenant thereof promptly after each such default, the next default of such term or condition during the succeeding 12 month period, shall, at Landlord's election, constitute an incurable default. Such cancellation right shall be cumulative and in addition to any other rights or remedies available to Landlord at law or equity, or provided under the Lease (all of which rights and remedies under the Lease are hereby incorporated herein, as though fully set forth). Any default by Tenant under the Lease shall be a default under this Parking Agreement, and any default under this Parking Agreement shall be a default under the Lease.

RULES

- (i) Landlord reserves the right to establish and change Parking Facility hours from time to time, although, as of the date of this Lease, Tenant shall have access to the Parking Facility on a 24-hour basis, 7 days a week, subject to the other terms of this Parking Agreement. Tenant shall not store or permit its employees to store any automobiles in the Parking Facility without the prior written consent of the operator. Except for emergency repairs, Tenant and its employees shall not perform any work on any automobiles while located in the Parking Facility, or on the Property. If it is necessary for Tenant or its employees to leave an automobile in the Parking Facility overnight, Tenant shall provide the operator with prior notice thereof designating the license plate number and model of such automobile.
- (ii) Cars must be parked entirely within the stall lines painted on the floor, and only small cars may be parked in areas reserved for small cars.
- (iii) All directional signs and arrows must be observed.

- (iv) The speed limit shall be 5 miles per hour.
- (v) Parking spaces reserved for handicapped persons must be used only by vehicles properly designated.
- (vi) Parking is prohibited in all areas not expressly designated for parking, including without limitation:
 - (a) Areas not striped for parking
 - (b) aisles
 - (c) where "no parking" signs are posted
 - (d) ramps
 - (e) loading zones
- (vii) Parking stickers, key cards or any other devices or forms of identification or entry supplied by the operator shall remain the property of the operator. Such device must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Parking passes and devices are not transferable and any pass or device in the possession of an unauthorized holder will be void.
- (viii) Monthly fees shall be payable in advance prior to the first day of each month. Failure to do so will automatically cancel parking privileges and a charge at the prevailing daily parking rate will be due. No deductions or allowances from the monthly rate will be made for days on which the Parking Facility is not used by Tenant or its designees.
- (ix) Parking Facility managers or attendants are not authorized to make or allow any exceptions to these Rules.
- (x) Every parker is required to park and lock his/her own car.
- (xi) Loss or theft of parking pass, identification, key cards or other such devices must be reported to Landlord and to the Parking Facility manager immediately. Any parking devices reported lost or stolen found on any authorized car will be confiscated and the illegal holder will be subject to prosecution. Lost or stolen passes and devices found by Tenant or its employees must be reported to the office of the Parking Facility immediately.
- (xii) Washing, waxing, cleaning or servicing of any vehicle by the customer and/or his agents is prohibited. Parking spaces may be used only for parking automobiles.
- (xiii) Tenant agrees to acquaint all persons to whom Tenant assigns a parking space with these Rules.

6. TENANT ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, LANDLORD SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO TENANT OR TENANT'S PROPERTY (INCLUDING, WITHOUT LIMITATIONS, ANY LOSS OR DAMAGE TO TENANT'S AUTOMOBILE OR THE CONTENTS THEREOF DUE TO THEFT, VANDALISM OR ACCIDENT) ARISING FROM OR RELATED TO TENANT'S USE OF THE PARKING FACILITY OR EXERCISE OF ANY RIGHTS UNDER THIS PARKING AGREEMENT, WHETHER OR NOT SUCH LOSS OR DAMAGE RESULTS FROM LANDLORD'S ACTIVE NEGLIGENCE OR NEGLIGENT OMISSION. THE LIMITATION ON LANDLORD'S LIABILITY UNDER THE PRECEDING SENTENCE SHALL NOT APPLY HOWEVER TO LOSS OR DAMAGE ARISING DIRECTLY FROM LANDLORD'S WILLFUL MISCONDUCT.

7. Without limiting the provisions of Paragraph 6 above, Tenant hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury or property damage occurring to Tenant arising as a result of parking in the Parking Facility, or any activities incidental thereto, wherever or however the same may occur, and further agrees that Tenant will not prosecute any claim for personal injury or property damage against Landlord or any of its officers, agents, servants or employees for any said causes of action. It is the intention of Tenant by this instrument, to exempt and relieve Landlord from liability for personal injury or property damage caused by negligence.

8. The provisions of Section 20 of the Lease are hereby incorporated by reference as if fully recited.

Tenant acknowledges that Tenant has read the provisions of this Parking Agreement, has been fully and completely advised of the potential dangers incidental to parking in the Parking Facility and is fully aware of the legal consequences of agreeing to this instrument.

EXHIBIT H

ASBESTOS NOTIFICATION

This Exhibit (the "Exhibit") is attached to and made a part of the Lease by and between **CA-DOVE STREET LIMITED PARTNERSHIP, a Delaware limited partnership** ("Landlord") and **MINUTEMAN PRESS INTERNATIONAL, INC., a New York corporation** ("Tenant") for space in the Building located at 1201 Dove Street, Newport Beach, California.

Asbestos-containing materials ("ACMs") were historically commonly used in the construction of commercial buildings across the country. ACMs were commonly used because of their beneficial qualities; ACMs are fire-resistant and provide good noise and temperature insulation.

Some common types of ACMs include surfacing materials (such as spray-on fireproofing, stucco, plaster and textured paint), flooring materials (such as vinyl floor tile and vinyl floor sheeting) and their associated mastics, carpet mastic, thermal system insulation (such as pipe or duct wrap, boiler wrap and cooling tower insulation), roofing materials, drywall, drywall joint tape and drywall joint compound, acoustic ceiling tiles, transite board, base cove and associated mastic, caulking, window glazing and fire doors. These materials are not required under law to be removed from any building (except prior to demolition and certain renovation projects). Moreover, ACMs generally are not thought to present a threat to human health unless they cause a release of asbestos fibers into the air, which does not typically occur unless (1) the ACMs are in a deteriorated condition, or (2) the ACMs have been significantly disturbed (such as through abrasive cleaning, or maintenance or renovation activities).

It is possible that some of the various types of ACMs noted above (or other types) are present at various locations in the Building. Anyone who finds any such materials in the Building should assume them to contain asbestos unless those materials are properly tested and found to be otherwise. In addition, under applicable Law, certain of these materials are required to be presumed to contain asbestos in the Building because the Building was built prior to 1981 (these materials are typically referred to as "Presumed Asbestos Containing Materials" or "PACM"). PACM consists of thermal system insulation and surfacing material found in buildings constructed prior to 1981, and asphalt or vinyl flooring installed prior to 1981. If any thermal system insulation, asphalt or vinyl flooring or surfacing materials are found to be present in the Building, such materials must be considered PACM unless properly tested and found otherwise. In addition, Landlord has identified the presence of certain ACMs in the Building. For information about the specific types and locations of these identified ACMs, please contact the Property Manager. The Property Manager maintains records of the Building's asbestos information including any Building asbestos surveys, sampling and abatement reports. This information is maintained as part of Landlord's asbestos Operations and Maintenance Plan ("O&M Plan").

The O&M Plan is designed to minimize the potential of any harmful asbestos exposure to any person in the Building. Because Landlord is not a physician, scientist or industrial hygienist, Landlord has no special knowledge of the health impact of exposure to asbestos. Therefore, Landlord hired an independent environmental consulting firm to prepare the Building's O&M Plan. The O&M Plan includes a schedule of actions to be taken in order to (1) maintain any building ACMs in good condition, and (2) to prevent any significant disturbance of such ACMs. Appropriate Landlord personnel receive regular periodic training on how to properly administer the O&M Plan.

The O&M Plan describes the risks associated with asbestos exposure and how to prevent such exposure. The O&M Plan describes those risks, in general, as follows: asbestos is not a significant health concern unless asbestos fibers are released and inhaled. If inhaled, asbestos fibers can accumulate in the lungs and, as exposure increases, the risk of disease (such as asbestosis and cancer) increases. However, measures to minimize exposure and consequently minimize the accumulation of fibers, reduce the risk of adverse health effects.

The O&M Plan also describes a number of activities which should be avoided in order to prevent a release of asbestos fibers. In particular, some of the activities which may present a health risk (because those activities may cause an airborne release of asbestos fibers) include moving, drilling, boring or otherwise disturbing ACMs. Consequently, such activities should not be attempted by any person not qualified to handle ACMs. In other words, the approval of Building management must be obtained prior to engaging in any such activities. Please contact the Property Manager for more information in this regard. A copy of the written O&M Plan for the Building is located in the Building Management Office and, upon your request, will be made available to tenants for you to review and copy during Building Service Hours.

Because of the presence of ACM in the Building, Landlord is also providing the following warning, which is commonly known as a California Proposition 65 warning:

WARNING: This Building contains asbestos, a chemical known to the State of California to cause cancer.

Please contact the Property Manager with any questions regarding the contents of this Exhibit.

FIRST AMENDMENT TO OFFICE LEASE AGREEMENT

THIS FIRST AMENDMENT TO OFFICE LEASE AGREEMENT (this "Amendment") is made effective as of March 1, 2010, by and between BIXBYBIT-1201 DOVE STREET, L.L.C., a Delaware limited liability company ("Landlord") and MINUTEMAN PRESS INTERNATIONAL, INC., a New York corporation ("Tenant").

R E C I T A L S :

A. Landlord and Tenant are parties to that certain Office Lease Agreement dated June 21, 2005 (the "Lease"). Pursuant to the Lease, Tenant currently leases from Landlord certain premises containing approximately 930 rentable square feet described as Suite 490 (the "Premises") of the building (the "Building") located at 1201 Dove Street, Newport Beach, California, as more particularly described in the Lease.

B. The Lease is scheduled to expire on July 31, 2010 (the "Termination Date"). Tenant has advised Landlord that it desires to extend the Term of the Lease. Landlord is willing to extend the Term of the Lease and to otherwise amend the terms of the Lease upon the terms and conditions more particularly set forth in this Amendment.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby amend the Lease, and Landlord and Tenant agree as follows:

1. Incorporation; Defined Terms. The Lease, including all exhibits and schedules attached thereto, is incorporated into this Amendment by this reference. All capitalized terms used and not defined in this Amendment, but defined in the Lease, shall have the meanings set forth in the Lease.

2. Extension of the Term. The Term is hereby extended for a period of sixty (60) months to July 31, 2015 (the "Extended Termination Date"). The extended portion of the Term commencing on August 1, 2010 (the "Extension Date") and ending on the Extended Termination Date is hereinafter referred to as the "Extended Term". The terms and conditions of the Lease during the Extended Term shall be on the same terms, covenants and conditions as provided for in the Lease (as amended by this Amendment), except as more particularly set forth in this Amendment.

3. Base Rent.

(a) Remaining Term Base Rent. Notwithstanding the Base Rent schedule set forth in Section 1.03 of the Lease, the Monthly Base Rent for the Premises for the period commencing March 1, 2010 and ending July 31, 2010 shall be as follows:

Period	Monthly Base Rent
3/1/10 – 7/31/10	\$1,767.00

(b) Extended Term Base Rent. As of the Extension Date, the Base Rent for the Premises during the Extended Term shall be paid as follows:

Period of Extended Term	Monthly Base Rent
8/1/2010 – 7/31/2011	\$1,720.50
8/1/2011 – 7/31/2012	\$1,767.00
8/1/2012 – 7/31/2013	\$1,813.50
8/1/2013 – 7/31/2014	\$1,860.00
8/1/2014 – 7/31/2015	\$1,906.50

All such Base Rent shall be payable by Tenant in accordance with the terms of the Lease as amended hereby (the "Amended Lease").

4. Tenant's Pro Rata Share of Expenses and Taxes. Section 1.04 of the Lease is hereby revised to provide that Tenant's Pro Rata Share of Expenses and Taxes shall be 1.187%.

5. Base Year. Landlord and Tenant hereby acknowledge and agree that effective as of March 1, 2010, the Lease shall be amended to provide that the Base Year for the computation of Tenant's Pro Rata Share of Expenses and Taxes shall be calendar year 2010. Notwithstanding the foregoing, provided Tenant is not in default under the Amended Lease, Landlord hereby agrees to abate Tenant's obligation to pay Tenant's Share of Taxes and Expenses due during the initial twelve (12) months of the Extended Term (i.e., effective as of August 1, 2011, Tenant shall be obligated to pay Tenant's Share of Taxes and Expenses in accordance with the terms of the Amended Lease) (such total amount Tenant's Share of Taxes and Expenses that is abated being hereinafter referred to as the "Taxes and Expenses Abated Amount"). During such abatement period, Tenant will still be responsible for the payment of all other monetary obligations under the Amended Lease, including, without limitation, all Base Rent due under the Amended Lease. Tenant acknowledges that any default by Tenant under the Amended Lease

will cause Landlord to incur costs not contemplated hereunder, the exact amount of such costs being extremely difficult and impracticable to ascertain. Therefore, should Tenant at any time during the Term of the Lease or the Extended Term be in default after having been given notice and opportunity to cure, then, in addition to all of Landlord's other rights and remedies, the total unamortized sum of such Taxes and Expenses Abated Amount (amortized on a straight line basis over the Extended Term) so conditionally excused shall become immediately due and payable by Tenant to Landlord.

6. Parking. Tenant shall lease a total of four (4) unreserved parking spaces, at no monthly cost during the Extended Term for unreserved spaces and a monthly cost of \$100.00 per space for reserved spaces (collectively, the "Parking Fee"), subject to the payment of Expenses attributable to the parking areas and to the provisions set forth in the Lease. Tenant agrees to pay for such parking spaces as Additional Rent, defined in Section 3 of the Lease.

On each anniversary of the Extension Date, the Parking Fee shall increase by three percent (3%) of the previous year's Parking Fee. Except as set forth in this Amendment, the lease of such parking spaces shall be subject to the provisions of Exhibit G to the Lease.

7. No Additional Security Deposit. No additional security deposit shall be required in connection with this Amendment.

8. Condition of the Premises. Tenant is in possession of the Premises and accepts the same "as is" without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements, except for Landlord's obligation to (i) shampoo the carpeting within the Premises and (ii) provide touch-up paint (using Building standard paint) to the interior of the Premises to the extent Landlord reasonably deems necessary.

9. Brokers. Tenant represents that it has not dealt with any broker other than Cushman & Wakefield and Lee & Associates in connection with this Amendment and the transaction contemplated herein. Tenant shall indemnify and hold Landlord and the Landlord Related Parties harmless from all claims of any brokers other than Cushman & Wakefield and Lee & Associates claiming to have represented Tenant in connection with this Amendment and the transaction contemplated herein.

10. Miscellaneous.

(a) Entire Agreement; Modifications. The Lease, as modified by this Amendment, constitutes the entire agreement between Landlord and Tenant with respect to the transactions contemplated hereby and supersedes all prior discussions, understandings, agreements and negotiations between Landlord and Tenant in connection therewith. The Lease, as modified by this Amendment, may be modified only by a written instrument duly executed by Landlord and Tenant.

(b) Captions; Governing Law. The captions contained in this Amendment are for convenience of reference only, and do not limit or enlarge the terms and conditions of this Amendment. This Amendment and the rights and obligations of the parties hereto

shall be interpreted, construed, and enforced in accordance with the laws of the State of California.

(c) Continuing Effect; Gender and Number. The Lease, as amended herein, is hereby ratified and confirmed and shall continue in full force and effect. Except as modified by this Amendment, the Lease shall remain unmodified and in full force and effect. Singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter.

(d) Counterparts. This Amendment may be executed in multiple counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one and the same instrument.

(e) Authority. Tenant hereby warrants and represents that it has the requisite authority and ability to enter into this Amendment and to fully perform all obligations of Tenant hereunder. Landlord hereby warrants and represents that it has the requisite authority and ability to enter into this Amendment and to fully perform all obligations of Landlord hereunder.

(f) Conflicts; Incorporation by Reference. In the event of any conflict between the term of this Amendment and the Lease, the terms of this Amendment shall control. All of the exhibits attached to this Amendment are by this reference incorporated herein and made a part hereof for all purposes.

(g) Effect of Submission. Submission of this Amendment for examination does not constitute an offer, right of first refusal, reservation of, or option for, the Premises, or any other premises at the Building. This Amendment shall become effective only upon the execution and delivery by both Landlord and Tenant.

[No further text on this page]

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first set forth above.

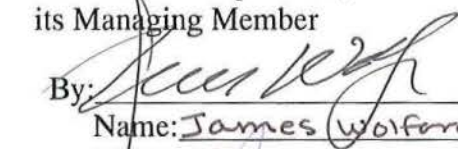
LANDLORD:

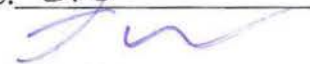
BIXBYBIT-1201 DOVE STREET, LLC,
a Delaware limited liability company

By: BixbyBIT Investments, LLC,
a Delaware limited liability company
its sole member

By: BLC Incentive Management, LLC,
a Delaware limited liability company,
its Managing Member


By: Bixby Land Company,
a California corporation,
its Managing Member

By: 
Name: James Wolford
Title: CFO

By: 
Name: Aaron Hill
Title: VP

TENANT:

MINUTEMAN PRESS INTERNATIONAL, INC.,
a New York corporation

By: 
Name: KEVIN COOPER
Title: VICE PRESIDENT OF OPERATIONS

By: _____
Name: _____
Title: _____

SECOND AMENDMENT TO OFFICE LEASE AGREEMENT

THIS SECOND AMENDMENT TO OFFICE LEASE AGREEMENT (this "Amendment") is made effective as of March 1, 2010, by and between BIXBYBIT-1201 DOVE STREET, LLC, a Delaware limited liability company ("Landlord") and MINUTEMAN PRESS INTERNATIONAL, INC., a New York corporation ("Tenant").

R E C I T A L S :

A. Landlord (as successor-in-interest to CA-Dove Street Limited Partnership, a Delaware limited partnership) and Tenant are parties to that certain Office Lease Agreement dated June 21, 2005 (the "Original Lease"), as amended by that certain First Amendment to Office Lease dated March 1, 2010 (the "First Amendment"; the Original Lease and the First Amendment are hereafter collectively referred to as the "Lease"). Pursuant to the Lease, Tenant currently leases from Landlord certain premises containing approximately 930 rentable square feet described as Suite 490 (the "Premises") of the building (the "Building") located at 1201 Dove Street, Newport Beach, California, as more particularly described in the Lease.

B. The Original Lease is scheduled to expire on July 31, 2010 (the "Termination Date"), and pursuant to the terms of the First Amendment, Landlord and Tenant agreed to extend the Term of the Lease.

C. Certain provisions were erroneously omitted from the First Amendment, and in connection therewith, Landlord and Tenant desire to delete the terms of the First Amendment in their entirety and replace the same with the terms and conditions set forth in this Amendment.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby amend the Lease, and Landlord and Tenant agree as follows:

1. Incorporation; Defined Terms. The Lease, including all exhibits and schedules attached thereto, is incorporated into this Amendment by this reference. All capitalized terms used and not defined in this Amendment, but defined in the Lease, shall have the meanings set forth in the Lease.

2. Replacement of the First Amendment. Effective as of March 1, 2010, the terms and conditions of the First Amendment are deleted in their entirety and replaced with the terms and conditions set forth in this Amendment.

3. Extension of the Term. The Term is hereby extended for a period of sixty (60) months to July 31, 2015 (the "Extended Termination Date"). The extended portion of the Term commencing on August 1, 2010 (the "Extension Date") and ending on the Extended Termination Date is hereinafter referred to as the "Extended Term". The terms and conditions of the Lease during the Extended Term shall be on the same terms, covenants and conditions as provided for in the Lease (as amended by this Amendment), except as more particularly set forth in this Amendment.

4. Base Rent.

(a) Remaining Term Base Rent. Notwithstanding the Base Rent schedule set forth in Section 1.03 of the Lease, the Monthly Base Rent for the Premises for the period commencing March 1, 2010 and ending July 31, 2010 shall be as follows:

Period	Monthly Base Rent
3/1/10 – 7/31/10	\$1,767.00

(b) Extended Term Base Rent. As of the Extension Date, the Base Rent for the Premises during the Extended Term shall be paid as follows:

Period of Extended Term	Monthly Base Rent
8/1/2010 – 7/31/2011	\$1,720.50
8/1/2011 – 7/31/2012	\$1,767.00
8/1/2012 – 7/31/2013	\$1,813.50
8/1/2013 – 7/31/2014	\$1,860.00
8/1/2014 – 7/31/2015	\$1,906.50

All such Base Rent shall be payable by Tenant in accordance with the terms of the Lease as amended hereby (the "Amended Lease").

5. Tenant's Pro Rata Share of Expenses and Taxes. Based upon the Building containing 82,007 rentable square feet, Section 1.04 of the Lease is hereby revised to provide that Tenant's Pro Rata Share of Expenses and Taxes shall be 1.187%.

6. Base Year. Landlord and Tenant hereby acknowledge and agree that effective as of March 1, 2010, the Lease shall be amended to provide that the Base Year for the computation of Tenant's Pro Rata Share of Expenses and Taxes shall be calendar year 2010. Notwithstanding the foregoing, provided Tenant is not in default under the Amended Lease, Landlord hereby agrees to abate Tenant's obligation to pay Tenant's Share of Taxes and Expenses due during the initial twelve (12) months of the Extended Term (i.e., effective as of August 1, 2011, Tenant shall be obligated to pay Tenant's Share of Taxes and Expenses in accordance with the terms of the Amended Lease) (such total amount Tenant's Share of Taxes and Expenses that is abated being hereinafter referred to as the "Taxes and Expenses Abated Amount"). During such abatement period, Tenant will still be responsible for the payment of all other monetary obligations under the Amended Lease, including, without limitation, all Base Rent due under the Amended Lease. Tenant acknowledges that any default by Tenant under the Amended Lease will cause Landlord to incur costs not contemplated hereunder, the exact amount of such costs being extremely difficult and impracticable to ascertain. Therefore, should Tenant at any time during the Term of the Lease or the Extended Term be in default after having been given notice and opportunity to cure, then, in addition to all of Landlord's other rights and remedies, the total unamortized sum of such Taxes and Expenses Abated Amount (amortized on a straight line basis over the Extended Term) so conditionally excused shall become immediately due and payable by Tenant to Landlord.

7. Parking. Tenant shall lease a total of four (4) unreserved parking spaces, at no monthly cost during the Extended Term for unreserved spaces and a monthly cost of \$100.00 per space for reserved spaces (collectively, the "Parking Fee"), subject to the payment of Expenses attributable to the parking areas and to the provisions set forth in the Lease. Tenant agrees to pay for such parking spaces as Additional Rent, defined in Section 3 of the Lease.

On each anniversary of the Extension Date, the Parking Fee shall increase by three percent (3%) of the previous year's Parking Fee. Except as set forth in this Amendment, the lease of such parking spaces shall be subject to the provisions of Exhibit G to the Lease.

8. No Additional Security Deposit. No additional security deposit shall be required in connection with this Amendment.

9. Condition of the Premises. Tenant is in possession of the Premises and accepts the same "as is" without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements, except for Landlord's obligation to (i) shampoo the carpeting within the Premises and (ii) provide touch-up paint (using Building standard paint) to the interior of the Premises to the extent Landlord reasonably deems necessary.

10. Brokers. Tenant represents that it has not dealt with any broker other than Cushman & Wakefield and Lee & Associates in connection with this Amendment and the transaction contemplated herein. Tenant shall indemnify and hold Landlord and the Landlord Related Parties harmless from all claims of any brokers other than Cushman & Wakefield and Lee & Associates claiming to have represented Tenant in connection with this Amendment and the transaction contemplated herein.

11. Miscellaneous.

(a) ERISA. Tenant represents and warrants to Landlord that neither Tenant nor any guarantor of Tenant's obligations under the Amended Lease is (a) a party in interest, as defined in Section 3(14) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), to the AFL-CIO Building Investment Trust ("Trust"), or of any of the plans participating therein, or (b) a disqualified person under Section 4975(e)(2) of the Internal Revenue Code of 1986, as amended ("Code"), with respect to the Trust or the plans participating therein. Neither Tenant nor any guarantor of Tenant's obligations under the Amended Lease shall take any action that would cause the Amended Lease or the exercise by Landlord or the Trust of any rights hereunder, to be a non-exempt prohibited transaction under ERISA. Notwithstanding any contrary provision of the Amended Lease, Tenant shall not assign the Lease or sublease all or any portion of the Premises unless (i) such assignee or subtenant delivers to Landlord a certification (in form and content satisfactory to Landlord) with respect to the status of such assignee or subtenant (and any guarantor of such assignee's or subtenant's obligations) as a party in interest and a disqualified person, as provided above; and (ii) such assignee or subtenant undertakes not to take any action that would cause the Amended Lease or the exercise by Landlord or the Trust of any rights hereunder, to constitute a non-exempt prohibited transaction under ERISA.

Notwithstanding any contrary provision of the Amended Lease, Tenant shall not (a) sublease all or any portion of the Premises under a sublease in which the rent is based on the net income or net profits of any person, or (b) take any other action with respect to the Amended Lease or the Premises such that the revenues to be received by Landlord or the Trust from time to time in connection with the Lease would, as a result of such action, be subject to the Unrelated Business Income Tax under Sections 511 through 514 of the Code.

Tenant agrees that it shall incorporate the requirements of this Section 11(a) in any sublease of all or any part of the Premises (without implying Landlord's consent thereto).

(b) Labor. Tenant shall use Union Labor (defined below) for all maintenance, repair, and replacement of the Premises (the "Maintenance Labor Covenant"). Notwithstanding the foregoing, the Maintenance Labor Covenant shall not apply to (i) the services for installation, operation, maintenance and repair of personal property owned exclusively by Tenant (e.g., computer systems, telephones, and furniture other than modular furniture) or for any of Tenant's specialized equipment, (ii) a specific item or instance of maintenance, repair or replacement to the extent Union Labor is not available in the market to perform such specific item or instance of maintenance, repair or replacement, and/or (iii) maintenance, repairs and replacements that may be and are self-performed by the existing staff of Tenant without the retention, engagement or hiring of any third party or additional employee. Tenant shall (a) include the Maintenance Labor Covenant in each of its service contracts, (b) provide such evidence as Landlord may reasonably require, from time to time during the Lease Term, that the Maintenance Labor Covenant is being fully and faithfully observed and Tenant shall include the obligation to

provide such evidence in each service contract entered into by Tenant for such services, and (c) incorporate the foregoing requirements in any sublease, license, or occupancy agreement relating to all or any part of the Premises (without implying Landlord's consent to same).

In addition to any other conditions contained in the Amended Lease with respect to Tenant making any alterations or improvements, before making any alterations or improvements to the interior or exterior of the Premises, Tenant shall (a) deliver to Landlord evidence satisfactory to Landlord that Tenant shall cause such construction or alteration work (collectively, the "Construction Activities") to be performed by contractors who employ craft workers who are members of unions that are affiliated with The Building and Construction Trades Department, AFL-CIO ("Union Labor"), and such work shall conform to traditional craft jurisdictions as established in the area (the "Construction Labor Covenant"), (b) include the Construction Labor Covenant in each of its contracts for the Construction Activities, (c) provide such evidence as Landlord may reasonably require, from time to time during the course of the Construction Activities, that the Construction Labor Covenant is being fully and faithfully observed and Tenant shall include the obligation to provide such evidence in each contract entered into by Tenant for the Construction Activities, and (d) incorporate the foregoing requirements in any sublease, license, or occupancy agreement relating to all or any part of the Premises (without implying Landlord's consent to same). Tenant shall require that all contractors and subcontractors, of whatever tier, performing Construction Activities agree to submit all construction jurisdictional disputes (i.e., disputes about which union is the appropriate union to perform a given contract) to final and binding arbitration to the procedures of the jointly administered "Plan for the Settlement of Jurisdictional Disputes in the Construction Industry," a dispute resolution plan established and administered by The Building and Construction Trades Department, AFL-CIO, and various construction industry employer associations. If a resolution to a construction-related jurisdictional dispute cannot be obtained through The Building and Construction Trades Department, AFL-CIO, contractors and subcontractors, of whatever tier, Tenant shall agree to submit all such disputes to final and binding arbitration procedures to be administered by the American Arbitration Association ("AAA") and in conformity with AAA's Commercial Arbitration Rules, Expedited Procedures, with an arbitrator who is an experienced labor arbitrator and is a member of the National Academy of Arbitration.

(c) Entire Agreement; Modifications. The Lease, as modified by this Amendment, constitutes the entire agreement between Landlord and Tenant with respect to the transactions contemplated hereby and supersedes all prior discussions, understandings, agreements and negotiations between Landlord and Tenant in connection therewith. The Lease, as modified by this Amendment, may be modified only by a written instrument duly executed by Landlord and Tenant.

(d) Captions; Governing Law. The captions contained in this Amendment are for convenience of reference only, and do not limit or enlarge the terms and conditions of this Amendment. This Amendment and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of California.

(e) Continuing Effect; Gender and Number. The Lease, as amended herein, is hereby ratified and confirmed and shall continue in full force and effect. Except as modified by this Amendment, the Lease shall remain unmodified and in full force and effect. Singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter.

(f) Counterparts. This Amendment may be executed in multiple counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one and the same instrument.

(g) Authority. Tenant hereby warrants and represents that it has the requisite authority and ability to enter into this Amendment and to fully perform all obligations of Tenant hereunder. Landlord hereby warrants and represents that it has the requisite authority and ability to enter into this Amendment and to fully perform all obligations of Landlord hereunder.

(h) Conflicts; Incorporation by Reference. In the event of any conflict between the term of this Amendment and the Lease, the terms of this Amendment shall control. All of the exhibits attached to this Amendment are by this reference incorporated herein and made a part hereof for all purposes.

(i) Effect of Submission. Submission of this Amendment for examination does not constitute an offer, right of first refusal, reservation of, or option for, the Premises, or any other premises at the Building. This Amendment shall become effective only upon the execution and delivery by both Landlord and Tenant.

[No further text on this page]

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first set forth above.


LANDLORD:

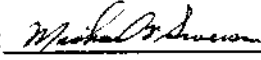
BIXBYBIT-1201 DOVE STREET, LLC,
a Delaware limited liability company

By: BixbyBIT Investments, LLC,
a Delaware limited liability company
its sole member

By: BLC Incentive Management, LLC,
a Delaware limited liability company,
its Managing Member

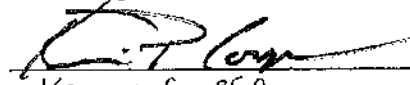
By: Bixby Land Company,
a California corporation,
its Managing Member

By: 
Name: Aaron Hill
Title: VP

By: 
Name: Michael F. Severson
Title: VP

TENANT:

MINUTEMAN PRESS INTERNATIONAL, INC.,
a New York corporation

By: 
Name: KEVIN COOPER
Title: VP of Operations

By: _____
Name: _____
Title: _____

THIRD AMENDMENT

THIS THIRD AMENDMENT (this "Amendment") is made and entered into as of July 1, 2015, by and between **BRE/OC PROPERTY HOLDINGS L.L.C.**, a Delaware limited liability company ("Landlord"), and **MINUTEMAN PRESS INTERNATIONAL, INC.**, a New York corporation ("Tenant").

RECITALS

- A. Landlord (as successor in interest to Bixbybit-1201 Dove Street, LLC, a Delaware limited liability company, as successor in interest to CA-Dove Street Limited Partnership, a Delaware limited partnership) and Tenant are parties to that certain lease dated June 21, 2005, as previously amended by the First Amendment to Office Lease Agreement dated March 1, 2010 and the Second Amendment to Office Lease Agreement dated March 1, 2010 (as amended, the "Lease"). Pursuant to the Lease, Landlord has leased to Tenant space (the "Premises") described as Suite 490 on the 4th floor of the building commonly known as 1201 Dove located at 1201 Dove Street, Newport Beach, California 92660 (the "Building").
- B. The Lease describes the Premises as containing approximately 930 rentable square feet and the Building as containing approximately 82,007 rentable square feet. Landlord has re-measured the Premises and the Building and the parties have agreed to modify the Lease to reflect the results of such re-measurement.
- C. The Lease will expire by its terms on July 31, 2015 (the "Existing Expiration Date"), and the parties wish to extend the term of the Lease on the following terms and conditions.

NOW, THEREFORE, in consideration of the above recitals which by this reference are incorporated herein, the mutual covenants and conditions contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

- 1. **Re-measurement of Premises and Building.** Landlord and Tenant acknowledge and agree that (a) Landlord has re-measured the Premises and the Building and that, according to such re-measurement, (i) the rentable area of the Premises is 944 rentable square feet, and (ii) the rentable area of the Building is 82,190 square feet; and (b) from and after the Second Extension Date (defined below), the rentable square footages of the Premises and the Building shall be deemed to be the square footages set forth in the preceding clause (a).
- 2. **Extension.** The term of the Lease is hereby extended through September 30, 2020 (the "Second Extended Expiration Date"). The portion of the term of the Lease beginning on the date immediately following the Existing Expiration Date (the "Second Extension Date") and ending on the Second Extended Expiration Date shall be referred to herein as the "Second Extended Term".
- 3. **Base Rent.** During the Second Extended Term, the schedule of Base Rent shall be as follows:

Period of Second Extended Term	Annual Rate Per Square Foot (rounded to the nearest 100 th of a dollar)	Monthly Base Rent
8/1/15 – 7/31/16	\$25.80	\$2,029.60
8/1/16 – 7/31/17	\$26.70	\$2,100.40
8/1/17 – 7/31/18	\$27.64	\$2,174.35
8/1/18 – 7/31/19	\$28.60	\$2,249.87
8/1/19 – 7/31/20	\$29.61	\$2,329.32
8/1/20 – 9/30/20	\$30.64	\$2,410.35

All such Base Rent shall be payable by Tenant in accordance with the terms of the Lease.

Notwithstanding the foregoing, Base Rent shall be abated, in the amount of \$2,029.60 per month, for the first two (2) full calendar months of the Second Extended Term; provided, however, that if a Default exists when any such abatement would otherwise apply, such abatement shall be deferred until the date, if any, on which such Default is cured.

- 4. **Additional Security Deposit.** Upon Tenant's execution hereof, Tenant shall pay Landlord the sum of \$120.04, which shall be added to and become part of the Security Deposit, if any, held by Landlord pursuant to Section 1.07 of the Lease. Accordingly, simultaneously with the execution hereof, the Security Deposit is hereby increased from \$2,290.31 to \$2,410.35.

5. **Tenant's Pro Rata Share.** Commencing on the Second Extension Date, Tenant's Pro Rata Share shall be 1.1486%.
6. **Expenses and Taxes.** During the Second Extended Term, Tenant shall pay for Tenant's Pro Rata Share of Expenses and Taxes in accordance with the terms of the Lease.
7. **Improvements to Premises.**
 - 7.1. **Configuration and Condition of Premises.** Tenant acknowledges that it is in possession of the Premises and agrees to accept them "as is" without any representation by Landlord regarding their configuration or condition and without any obligation on the part of Landlord to perform or pay for any alteration or improvement, except as may be otherwise expressly provided in this Amendment.
 - 7.2. **Responsibility for Improvements to Premises.** Landlord shall perform improvements to the Premises in accordance with the Work Letter attached hereto as **Exhibit A**.
8. **Other Pertinent Provisions.** Landlord and Tenant agree that, effective as of the date of this Amendment (unless different effective date(s) is/are specifically referenced in this Section), the Lease shall be amended in the following additional respects:
 - 8.1. **Landlord's Notice Address.** Effective as of the date hereof, Landlord's Notice Address is the following:

BRE/OC PROPERTY HOLDINGS L.L.C.
c/o Equity Office
19600 Fairchild Road, Suite 360
Irvine, California 92612
Attn: Building manager

with copies to:

BRE/OC PROPERTY HOLDINGS L.L.C.
c/o Equity Office
1810 Gateway Drive, Suite 230
San Mateo, California 94404
Attn: Managing Counsel

and

BRE/OC PROPERTY HOLDINGS L.L.C.
c/o Equity Office
222 South Riverside Plaza, Suite 2000
Chicago, IL 60606
Attn: Lease Administration
 - 8.2. **California Public Resources Code § 25402.10.** If Tenant (or any party claiming by, through or under Tenant) pays directly to the provider for any energy consumed at the Building, Tenant, promptly upon request, shall deliver to Landlord (or, at Landlord's option, execute and deliver to Landlord an instrument enabling Landlord to obtain from such provider) any data about such consumption that Landlord, in its reasonable judgment, is required to disclose to a prospective buyer, tenant or mortgage lender under California Public Resources Code § 25402.10 or any similar law.
 - 8.3. **California Civil Code Section 1938.** Pursuant to California Civil Code § 1938, Landlord hereby states that the Premises have not undergone inspection by a Certified Access Specialist (CASp) (defined in California Civil Code § 55.52).
 - 8.4. **Liability Insurance.** Clause (a) of the first sentence of Section 13 of the Lease is hereby amended by replacing the amount "\$2,000,000.00" set forth therein with the amount "\$3,000,000.00."
 - 8.5. **Waiver of Subrogation.** Each party waives, and shall cause its insurance carrier to waive, any right of recovery against the other party, any of its (direct or indirect) owners, or any of their respective beneficiaries, trustees, officers, directors, employees or agents for any loss of or damage to property which loss or damage is (or, if the insurance required under the Lease had been carried, would have been) covered by the waiving party's property insurance. For purposes of this Section only, (a) any deductible with

respect to a party's insurance shall be deemed covered by, and recoverable by such party under, valid and collectable policies of insurance; and (b) any contractor retained by Landlord to install, maintain or monitor a fire or security alarm for the Building shall be deemed an agent of Landlord.

- 8.6. **Compliance with Law.** Without limiting Tenant's obligations under the Lease, if, as a result of Tenant's performance of any work (including any Alteration, repair or maintenance), Landlord becomes required under Law to perform any inspection or give any notice relating to the Premises or such work, or to ensure that such work is performed in any particular manner, Tenant shall comply with such requirement on Landlord's behalf and promptly thereafter provide Landlord with reasonable documentation of such compliance.
- 8.7. **Base Year Expenses.** Notwithstanding any contrary provision of the Lease, Expenses for the Base Year shall exclude (a) any market-wide cost increases resulting from extraordinary circumstances, including Force Majeure, boycotts, strikes, conservation surcharges, embargoes or shortages, and (b) at Landlord's option, the cost of any repair or replacement that Landlord reasonably expects will not recur on an annual or more frequent basis.
- 8.8. **Application.** Notwithstanding any contrary provision hereof, Sections 8.4 through 8.7 above shall not apply to any period occurring before the Second Extension Date.

9. **Miscellaneous.**

- 9.1. This Amendment and the attached exhibits, which are hereby incorporated into and made a part of this Amendment, set forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Tenant shall not be entitled, in connection with entering into this Amendment, to any free rent, allowance, alteration, improvement or similar economic incentive to which Tenant may have been entitled in connection with entering into the Lease, except as may be otherwise expressly provided in this Amendment.
- 9.2. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect.
- 9.3. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control.
- 9.4. Submission of this Amendment by Landlord is not an offer to enter into this Amendment but rather is a solicitation for such an offer by Tenant. Landlord shall not be bound by this Amendment until Landlord has executed and delivered it to Tenant.
- 9.5. Capitalized terms used but not defined in this Amendment shall have the meanings given in the Lease.
- 9.6. Tenant shall indemnify and hold Landlord, its trustees, members, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents, and the respective principals and members of any such agents harmless from all claims of any brokers (other than Lee & Associates Commercial Real Estate Services, Inc. – Irvine, a California corporation) claiming to have represented Tenant in connection with this Amendment. Landlord shall indemnify and hold Tenant, its trustees, members, principals, beneficiaries, partners, officers, directors, employees, and agents, and the respective principals and members of any such agents harmless from all claims of any brokers claiming to have represented Landlord in connection with this Amendment. Tenant acknowledges that any assistance rendered by any agent or employee of any affiliate of Landlord in connection with this Amendment has been made as an accommodation to Tenant solely in furtherance of consummating the transaction on behalf of Landlord, and not as agent for Tenant.
- 9.7. If Tenant has any expansion right (whether such right is designated as a right of first offer, right of first refusal, expansion option or otherwise) that was granted to Tenant under the Lease (as determined without giving effect to this Amendment) and that, by virtue of this Amendment, will continue in effect during the Second Extended Term, then, from and after the Second Extension Date, such expansion right shall be subject and subordinate to any expansion right (whether such right is designated as a right of first offer, right of first refusal, expansion option or otherwise) of any tenant of the Building existing on the date of mutual execution and delivery hereof.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

LANDLORD:

BRE/OC PROPERTY HOLDINGS L.L.C., a Delaware limited liability company

By: 
Name: Frank Campbell
Title: Managing Director

TENANT:

MINUTEMAN PRESS INTERNATIONAL, INC., a New York corporation

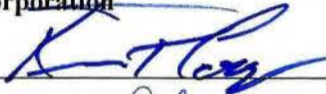
By: 
Name: Kevin P. Cooper
Title: VP of Operations

EXHIBIT A
WORK LETTER

As used in this **Exhibit A** (this “**Work Letter**”), the following terms shall have the following meanings:

- (i) “**Tenant Improvements**” means all improvements to be constructed in the Premises pursuant to this Work Letter;
- (ii) “**Tenant Improvement Work**” means the construction of the Tenant Improvements, together with any related work (including demolition) that is necessary to construct the Tenant Improvements;

1 ALLOWANCE.

1.1 **Allowance.** Tenant shall be entitled to a one-time tenant improvement allowance (the “**Allowance**”) in the amount of **\$6,608.00** (i.e., \$7.00 per rentable square foot of the Premises) to be applied toward the Allowance Items (defined in **Section 1.2** below). Tenant shall be responsible for all costs associated with the Tenant Improvement Work, including the costs of the Allowance Items, to the extent such costs exceed the lesser of (a) the Allowance, or (b) the aggregate amount that Landlord is required to disburse for such purpose pursuant to this Work Letter. Notwithstanding any contrary provision of this Amendment, if, as a result of Tenant’s breach of any of its obligations under this Amendment, the entire Allowance is not used within one (1) year following the Second Extension Date, the unused amount shall revert to Landlord and Tenant shall have no further rights with respect thereto.

1.2 **Disbursement.** Except as otherwise provided in this Work Letter, the Allowance shall be disbursed by Landlord only for the following items (the “**Allowance Items**”): (a) [Intentionally Omitted]; (b) [Intentionally Omitted]; (c) plan-check, permit and license fees relating to performance of the Tenant Improvement Work; (d) the cost of performing the Tenant Improvement Work, including after hours charges, testing and inspection costs, freight elevator usage, hoisting and trash removal costs, and contractors’ fees and general conditions; (e) the cost of any change to the base, shell or core of the Premises or Building required by the Work List (defined in **Section 2.1** below) (including if such change is due to the fact that such work is prepared on an unoccupied basis), including all direct architectural and/or engineering fees and expenses incurred in connection therewith; (f) the cost of any change to the Work List or the Tenant Improvement Work required by Law; (g) [Intentionally Omitted]; (h) sales and use taxes; and (i) all other costs expended by Landlord in connection with the performance of the Tenant Improvement Work.

2 WORK LIST AND PRICING.

2.1 **Work List.** Landlord shall perform Tenant Improvement Work in accordance with the following work list (the “**Work List**”) using Building-standard methods, materials and finishes.

WORK LIST

ITEM
A. Install new carpet (or other flooring) and/or paint.

Tenant, by notifying Landlord not later than July 1, 2015, shall select the carpet (or other flooring) and paint from among the available Building-standard options.

- 2.2 [Intentionally Omitted]
- 2.3 [Intentionally Omitted]
- 2.4 [Intentionally Omitted]
- 2.5 [Intentionally Omitted]
- 2.6 **Construction Pricing.**

2.6.1 **Construction Pricing Proposal.** Within 10 business days after the later of (a) the mutual execution and delivery of this Amendment, or (b) Tenant’s selection of paint and carpet pursuant to **Section 2.1** above, Landlord shall provide Tenant with Landlord’s reasonable estimate (the “**Construction Pricing Proposal**”) of the cost of all Allowance Items to be incurred by Tenant in connection with the performance of the Tenant Improvement Work pursuant to the Work List. Tenant

shall provide Landlord with notice approving or disapproving the Construction Pricing Proposal. If Tenant disapproves the Construction Pricing Proposal, Tenant's notice of disapproval shall be accompanied by proposed revisions to the Work List that Tenant requests in order to resolve its objections to the Construction Pricing Proposal, and Landlord shall respond as required under Section 2.7 below. Such procedure shall be repeated as necessary until the Construction Pricing Proposal is approved by Tenant. Upon Tenant's approval of the Construction Pricing Proposal, Landlord may purchase the items set forth in the Construction Pricing Proposal and begin construction relating to such items.

2.6.2 Over-Allowance Amount. If the Construction Pricing Proposal exceeds the Allowance, then Tenant, concurrently with its delivery to Landlord of its approval of the Construction Pricing Proposal, shall deliver to Landlord cash in the amount of such excess (the "**Over-Allowance Amount**"). Any Over-Allowance Amount shall be disbursed by Landlord before the Allowance and pursuant to the same procedure as the Allowance. If, after the Construction Pricing Proposal is approved by Tenant, (a) any revision is made to the Work List or the Tenant Improvement Work is otherwise changed, in each case in a way that increases the Construction Pricing Proposal, or (b) the Construction Pricing Proposal is otherwise increased to reflect the actual cost of all Allowance Items to be incurred by Tenant in connection with the performance of the Tenant Improvement Work pursuant to the terms hereof, then Tenant shall deliver any resulting Over-Allowance Amount (or any resulting increase in the Over-Allowance Amount) to Landlord immediately upon Landlord's request.

2.7 Revisions to Work List. The Work List shall not be revised without Landlord's agreement, which agreement may be withheld or conditioned in Landlord's sole and absolute discretion. If Tenant requests any revision to the Work List, Landlord shall provide Tenant with notice approving or disapproving such revision, and, if Landlord approves such revision, Landlord shall have such revision made and delivered to Tenant, together with notice of any resulting change in the most recent Construction Pricing Proposal, if any, within 10 business days after the later of Landlord's receipt of such request or the mutual execution and delivery of this Amendment if such revision is not material, and within such longer period of time as may be reasonably necessary (but not more than 15 business days after the later of such receipt or such execution and delivery) if such revision is material, whereupon Tenant, within one (1) business day, shall notify Landlord whether it desires to proceed with such revision. If Landlord has begun performing the Tenant Improvement Work, then, in the absence of such authorization, Landlord shall have the option to continue such performance disregarding such revision. Landlord shall not revise the Work List without Tenant's consent, which shall not be unreasonably withheld, conditioned or delayed.

2.8 Tenant's Approval Deadline. Tenant shall approve the Construction Pricing Proposal pursuant to Section 2.6.1 above on or before Tenant's Approval Deadline (defined below). As used in this Work Letter, "**Tenant's Approval Deadline**" means the date occurring 15 business days after the mutual execution and delivery of this Amendment; provided, however, that Tenant's Approval Deadline shall be extended by one (1) day for each day, if any, by which Tenant's approval of the Construction Pricing Proposal pursuant to Section 2.6.1 above is delayed by any failure of Landlord to perform its obligations under this Section 2.

3 CONSTRUCTION.

3.1 Contractor. Landlord shall retain a contractor of its choice (the "**Contractor**") to perform the Tenant Improvement Work. In addition, Landlord may select and/or approve of any subcontractors, mechanics and materialmen used in connection with the performance of the Tenant Improvement Work.

3.2 [Intentionally Omitted]

3.3 Permits. Landlord shall cause the Contractor to apply to the appropriate municipal authorities for, and obtain from such authorities, all permits necessary for the Contractor to complete the Tenant Improvement Work (the "**Permits**").

3.4 Construction.

3.4.1 Performance of Tenant Improvement Work. Landlord shall cause the Contractor to perform the Tenant Improvement Work in accordance with the Work List.

3.4.2 Contractor's Warranties. Tenant waives all claims against Landlord relating to any defects in the Tenant Improvements; provided, however, that if, within 30 days after substantial completion of the Tenant Improvement Work, Tenant provides notice to Landlord of any non-latent defect in the Tenant Improvements, or if, within 11 months after substantial completion of the Tenant Improvement Work, Tenant provides notice to Landlord of any latent defect in the Tenant Improvements, then Landlord shall promptly cause such defect to be corrected.

4 COMPLIANCE WITH LAW; SUITABILITY FOR TENANT'S USE. Landlord shall cause its consultants to use the Required Level of Care (defined below) to cause the Work List to comply with Law; provided, however, that Landlord shall not be responsible for any violation of Law resulting from any particular use of the Premises (as distinguished from general office use). As used herein, "**Required Level of Care**" means the level of care that reputable consultants customarily use to cause plans and specifications similar to the Work List to comply with Law where such plans and specifications are prepared for spaces in buildings comparable in quality to the Building. Except as provided above in this Section 4, Tenant shall be responsible for ensuring that the Work List is suitable for Tenant's use of the Premises and complies with Law, and neither the preparation nor the approval of the Work List by Landlord or its consultants shall relieve Tenant from such responsibility. To the extent that either party (the "**Responsible Party**") is responsible under this Section 4 for causing the Work List to comply with Law, the Responsible Party may contest any alleged violation of Law in good faith, including by seeking a waiver or deferment of compliance, asserting any defense allowed by Law, and exercising any right of appeal (provided that the other party incurs no liability as a result of such contest and that, after completing such contest, the Responsible Party makes any modification to the Work List or any alteration to the Premises that is necessary to comply with any final order or judgment).

5 COMPLETION. Tenant acknowledges and agrees that the Tenant Improvement Work may be performed during Building Service Hours before or after the Second Extension Date. Landlord and Tenant shall cooperate with each other in order to enable the Tenant Improvement Work to be performed in a timely manner and with as little inconvenience to the operation of Tenant's business as is reasonably possible. Notwithstanding any contrary provision of this Amendment, any delay in the completion of the Tenant Improvement Work or inconvenience suffered by Tenant during the performance of the Tenant Improvement Work shall not subject Landlord to any liability for any loss or damage resulting therefrom or entitle Tenant to any credit, abatement or adjustment of rent or other sums payable under the Lease.

6 MISCELLANEOUS. Notwithstanding any contrary provision of this Amendment, if Tenant defaults under this Amendment before the Tenant Improvement Work is completed, Landlord's obligations under this Work Letter shall be excused until such default is cured and Tenant shall be responsible for any resulting delay in the completion of the Tenant Improvement Work. This Work Letter shall not apply to any space other than the Premises.

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE ("Fourth Amendment") is made and entered into as of August 11, 2020, by and between AG DOVE OWNER, L.P., a Delaware limited partnership ("Landlord") and MINUTEMAN PRESS INTERNATIONAL, INC., a New York corporation ("Tenant").

RECITALS:

A. Landlord (as successor-in-interest to BRE/OC Property Holdings L.L.C., as successor-in-interest to Bixbybit-1201 Dove Street, LLC, as successor-in-interest to CA-Dove Street Limited Partnership) and Tenant entered into that certain Office Lease Agreement dated June 21, 2005 (the "Original Lease") as amended by (i) that certain First Amendment to Office Lease Agreement dated March 1, 2010 ("First Amendment"), (ii) that certain Second Amendment to Office Lease Agreement dated March 1, 2010 ("Second Amendment") and (iii) that certain Third Amendment dated July 1, 2015 ("Third Amendment"), whereby Landlord leases to Tenant and Tenant leases from Landlord certain office space in that certain building located and addressed at 1201 Dove Street, Newport Beach, California (the "Building"). The Original Lease, as amended by the First Amendment, Second Amendment and Third Amendment may be referred to herein as the "Lease." Pursuant to the Lease, Tenant leases from Landlord Suite 490 on the fourth (4th) floor of the Building (the "Premises").

B. By this Fourth Amendment, Landlord and Tenant desire to extend the Term of the Lease and to otherwise modify the Lease as provided herein.

C. Unless otherwise defined herein, capitalized terms as used herein shall have the same meanings as given thereto in the Original Lease.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT:

1. **Re-Measurement of Premises and Building.** Landlord and Tenant acknowledge and agree that (a) Landlord has re-measured the Premises and the Building and that, according to such re-measurement, (i) the rentable area of the Premises is 952 rentable square feet, and (ii) the rentable area of the Building is 82,868 rentable square feet; and (b) from and after the Third Extension Date (defined in Section 2 below), (Y) the rentable square footage of the Premises and the Building shall be deemed to be the square footages set forth in the preceding clause (a) and (Z) Tenant's Pro Rata Share shall be 1.15%.

2. **Extended Lease Term.** The Lease expiration date shall be extended such that the Lease shall expire on February 28, 2026 ("Third Extended Expiration Date"). The period from October 1, 2020 ("Third Extension Date") through the Third Extended Expiration Date specified above, shall be referred to herein as the "Third Extended Term."

3. **Monthly Base Rent.** Notwithstanding anything to the contrary in the Lease, during the Third Extended Term, Tenant shall pay, in accordance with the provisions of this Section 3 and subject to abatement pursuant to Section 4 below, monthly Base Rent for the Premises as follows:

<u>Period</u>	<u>Monthly Base Rent</u>	<u>Monthly Base Rent Per Rentable Square Foot</u>
10/1/20 – 9/30/21	\$2,998.80	\$3.15
10/1/21 – 9/30/22	\$3,084.48	\$3.24
10/1/22 – 9/30/23	\$3,179.68	\$3.34
10/1/23 – 9/30/24	\$3,274.88	\$3.44
10/1/24 – 9/30/25	\$3,379.60	\$3.55
10/1/25 – 2/28/26	\$3,474.80	\$3.65

4. **Base Rent Abatement.** Notwithstanding anything to the contrary contained in the Lease or in this Fourth Amendment, and provided that Tenant faithfully performs all of the terms and conditions of the Lease, as amended by this Fourth Amendment, Landlord hereby agrees to abate Tenant's obligation to pay monthly Base Rent for the period commencing October 1, 2020 through February 28, 2021. During such abatement period, Tenant shall still be responsible for the payment of all of its other monetary obligations under the Lease, as amended by this Fourth Amendment. In the event of a default by Tenant

under the terms of the Lease, as amended by this Fourth Amendment, that results in early termination pursuant to the provisions of Section 18 of the Original Lease, then as a part of the recovery set forth in Section 18 of the Original Lease, Landlord shall be entitled to the recovery of the monthly Base Rent that was abated under the provisions of this Section 4.

5. Base Year. Notwithstanding anything to the contrary in the Lease, during the Third Extended Term, the Base Year shall be the calendar year 2020. In addition, Tenant shall have no obligation to reimburse Landlord for Tenant's Pro Rata Share of Taxes and Expenses for the period commencing October 1, 2020 through September 30, 2021.

6. Improvements to the Premises. Promptly after full execution and delivery of this Fourth Amendment, and at a mutually convenient time to be agreed upon by Landlord and Tenant, Landlord shall one time, at Landlord's sole cost and expense and using Building-standard materials and finishes only, perform the following work within the Premises: (a) repair/replace as necessary one (1) bowed wall; (b) replace the lighting; and (c) realign/reset the ceiling so as to limit any gaps between the walls. Landlord will not be responsible for moving any of Tenant's furniture or equipment in connection with the performance of the above work, and Tenant shall be solely responsible for such furniture and equipment. Tenant hereby acknowledges that Landlord will be performing such improvement work during the current Lease Term and/or the Third Extended Term, and Landlord's performance of such work shall not be deemed a constructive eviction of Tenant, nor shall Tenant be entitled to any abatement of rent in connection therewith. Except as specifically set forth in this Section 6, Tenant hereby agrees to accept the Premises in its "as-is" condition and Tenant hereby acknowledges that Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises. Tenant also acknowledges that Landlord has made no representation or warranty regarding the condition of the Premises.

7. Security Deposit. Tenant has previously deposited with Landlord \$2,410.35 as a Security Deposit under the Lease. Concurrently with Tenant's execution of this Fourth Amendment, Tenant shall deposit with Landlord an additional \$1,411.93, for a total Security Deposit under the Lease, as amended herein, of \$3,822.28. Landlord shall continue to hold the Security Deposit as increased herein in accordance with the terms and conditions of Section 1.07 of the Original Lease.

8. Parking. Effective as of the Third Extension Date and continuing throughout the remainder of the Third Extended Term, in lieu of the number of parking spaces provided to Tenant under the Continuing Lease, Tenant shall have the right, but not the obligation to lease up to a total of four (4) unreserved parking spaces from Landlord at the following cost during the Third Extended Term: (a) \$0.00 per unreserved parking space per month for the period commencing October 1, 2020 through September 30, 2023; and (b) \$40.00 per unreserved parking space per month for the period commencing October 1, 2023 through February 28, 2026. Subject to availability as determined by Landlord, Tenant shall have the right to convert (on a one-to-one basis) one (1) of Tenant's unreserved parking spaces to one (1) reserved parking space in a mutually agreed upon location, and Tenant shall pay to Landlord \$100.00 per reserved parking space per month.

9. Brokers. Each party represents and warrants to the other that no broker, agent or finder negotiated or was instrumental in negotiating or consummating this Fourth Amendment other than CBRE on behalf of Landlord and Lee & Associates on behalf of Tenant. Each party further agrees to defend, indemnify and hold harmless the other party from and against any claim for commission or finder's fee by any other person or entity who claims or alleges that they were retained or engaged by the first party or at the request of such party in connection with this Fourth Amendment.

10. Defaults. Tenant hereby represents and warrants to Landlord that, as of the date of this Fourth Amendment, Tenant is in full compliance with all terms, covenants and conditions of the Lease and that there are no breaches or defaults under the Lease by Landlord or Tenant, and that Tenant knows of no events or circumstances which, given the passage of time, would constitute a default under the Lease by either Landlord or Tenant.

11. Signing Authority. The individual(s) executing this Fourth Amendment on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in the State of California and that Tenant has full right and authority to execute and deliver this Fourth Amendment and the person signing on behalf of Tenant is authorized to do so.

12. California Certified Access Specialist Inspection. Pursuant to California Civil Code §1938, Landlord hereby states that the Premises have not undergone inspection by a Certified Access Specialist (CASp) (defined in California Civil Code §55.52(a)(3)). Pursuant to Section 1938 of the California Civil Code, Landlord hereby provides the following notification to Tenant: "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." If Tenant requests to perform a CASp inspection of the Premises, Tenant shall, at its cost, retain a CASp approved by Landlord (provided that Landlord may

designate the CASp, at Landlord's option) to perform the inspection of the Premises at a time agreed upon by the parties. Tenant shall provide Landlord with a copy of any report or certificate issued by the CASp (the "CASp Report") and Tenant shall, at its cost, promptly complete any modifications necessary to correct violations of construction related accessibility standards identified in the CASp Report, which modifications will be completed as a Tenant Alteration, notwithstanding anything to the contrary in the Lease (as amended). Tenant agrees to keep the information in the CASp Report confidential except as necessary for the Tenant to complete such modifications.

13. Counterparts; Electronic Delivery; Electronic Signatures. This Fourth Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement. The parties may exchange counterpart signatures by facsimile or electronic transmission and the same shall constitute delivery of this Fourth Amendment with respect to the delivering party. If a variation or discrepancy among counterparts occurs, the copy of this Fourth Amendment in Landlord's possession shall control. The parties shall have the right to insert the name of the people executing this Fourth Amendment using an electronic signature (an "Electronic Signature"), and an Electronic Signature shall be binding on such party as if this Fourth Amendment had been originally executed by an ink signature.

14. No Further Modification. Except as set forth in this Fourth Amendment, all of the terms and provisions of the Lease shall apply during the Third Extended Term and shall remain unmodified and in full force and effect. Effective as of the date hereof, all references to the "Lease" shall refer to the Lease as amended by this Fourth Amendment.

IN WITNESS WHEREOF, this Fourth Amendment has been executed as of the day and year first above written.

"LANDLORD"

AG DOVE OWNER, L.P.,
a Delaware limited partnership

By: AG OC Portfolio GP, L.L.C.,
a Delaware limited liability company,
its general partner

By: _____

Name: _____

Title: _____

Parke Miller
Authorized Signatory

"TENANT"

MINUTEMAN PRESS INTERNATIONAL, INC.,
a New York corporation

By: _____

Print Name: Nicholas R. Titos

Title: President

By: _____

Print Name: Kevin P. Cooper

Title: VP of Operations

This Fourth Amendment must be signed by two (2) officers of Tenant: one being the chairman of the board, the president or a vice president, and the other being the secretary, an assistant secretary, the chief financial officer or an assistant treasurer. If one (1) individual is signing in two (2) of the foregoing capacities, that individual must sign twice; once as one officer and again as the other officer.