

# **Attachment A**

Fifth Amendment to Lease

## FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE ("**Fifth Amendment**") is made and entered into as of February \_\_\_, 2026, by and between THE CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("**Landlord**") and MINUTEMAN PRESS INTERNATIONAL, INC., a New York corporation ("**Tenant**"). This Fifth Amendment includes the following exhibits and attachments: Rider No. 1 (Waiver of Relocation Benefits).

### R E C I T A L S :

A. Landlord (as successor-in-interest to AG Dove Owner, L.P., 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**"), (iii) that certain Third Amendment dated July 1, 2015 ("**Third Amendment**") and (iv) that certain Fourth Amendment to Lease dated August 11, 2020 ("**Fourth 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, Third Amendment and Fourth Amendment may be referred to herein as the "**Lease**."

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

C. Landlord and Tenant desire to confirm certain facts as a condition to entering into this Fifth Amendment, including the extension of the Lease term commenced after the date that Landlord acquired the Building and that Tenant agrees that its occupancy of the Premises is, will be, and shall remain as a "post-acquisition" occupant pursuant to applicable federal, state, and local laws and regulations providing for relocation assistance, benefits, or compensation for moving and for property interests (including without limitation furnishings, fixtures and equipment, goodwill, and moving expenses) (referred to herein as "Relocation Law"), as more fully set forth in Rider No. 1 to the Lease attached hereto and incorporated herein by this reference.

D. 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:

### A G R E E M E N T :

1. The Premises. Landlord and Tenant hereby agree that pursuant to the Lease, Landlord currently leases to Tenant and Tenant currently leases from Landlord that certain office space in the Building containing 952 rentable square feet located on the fourth (4<sup>th</sup>) floor of the Building and known as Suite 490 (the "**Premises**"), as more particularly described in the Lease.

2. Extended Lease Term. The Lease expiration date shall be extended such that the Lease shall expire on May 31, 2031 ("**Fourth Extended Expiration Date**"). The period from March 1, 2026

through the Fourth Extended Expiration Date specified above, shall be referred to herein as the "**Fourth Extended Term.**"

3. Monthly Base Rent. Notwithstanding anything to the contrary in the Lease, during the Fourth 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>
3/1/26 – 2/28/27	\$3,046.40	\$3.20
3/1/27 – 2/29/28	\$3,141.60	\$3.30
3/1/28 – 2/28/29	\$3,227.28	\$3.39
3/1/29 – 2/28/30	\$3,332.00	\$3.50
3/1/30 – 2/28/31	\$3,427.20	\$3.60
3/1/31 – 5/31/31	\$3,531.92	\$3.71

4. Base Rent Abatement. Notwithstanding anything to the contrary contained in the Lease or in this Fifth Amendment, and provided that Tenant faithfully performs all of the terms and conditions of the Lease, as amended by this Fifth Amendment, Landlord hereby agrees to abate Tenant's obligation to pay monthly Base Rent for the first (1<sup>st</sup>), second (2<sup>nd</sup>) and third (3<sup>rd</sup>) full calendar months of the Fourth Extended Term. During such abatement period, Tenant shall remain responsible for the payment of all of its other monetary obligations under the Lease, as amended by this Fifth Amendment. In the event of a default by Tenant under the terms of the Lease, as amended by this Fifth 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 Fourth Extended Term, the Base Year shall be the calendar year 2026.

6. Taxes. "**Taxes**" as defined in Section 3 of Exhibit B of the Lease shall be restated in its entirety as follows: "(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; (c) any possessory interest tax pursuant to Section 107.6 of the California Revenue and Taxation Code and any successor code section(s); and (d) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in (a), (b) and (c), including, without limitation, any costs incurred by Landlord for compliance, review and appeal of tax liabilities. Pursuant to Section 107.6 of the California Revenue and Taxation Code ("**Code**"), Landlord hereby notifies Tenant that a possessory interest with respect to the Premises is created pursuant to the Lease ("**Possessory Interest**") and may be subject to property taxation under the Code ("**PIT Tax**"). Landlord shall be responsible for paying any PIT Tax directly to the appropriate governmental authority. Tenant acknowledges that the foregoing complies with Section 107.6 of the Code. Tenant shall advise in writing any subtenant, licensee, concessionaire or third party approved by Landlord that is using the Premises of the requirements of Section 107.6 of the Code. If Tenant receives any PIT

Tax bills related to Tenant's possession of the Premises, Tenant shall immediately deliver a copy of such PIT Tax bills to Landlord. The Base Rent rate set forth in Section 3 above includes Tenant's Pro Rata Share of Taxes for the Base Year including, without limitation, any PIT Tax. During the period that the Landlord under the Lease is The City of Newport Beach, Tenant shall not be responsible for the payment to Landlord of any Tax Excess. If The City of Newport Beach transfers its ownership interest in the Property, (i) the Base Year for Taxes only shall become the calendar year in which such transfer in ownership occurs ("**New Tax Base Year**"), (ii) the amount of Taxes for the New Tax Base Year shall be the annualized value of the new Property owner's tax basis in the Property, and (iii) Tenant shall thereafter pay to the then Landlord the Tax Excess (i.e., Tenant's Pro Rata Share of the amount, if any, by which Taxes for each subsequent calendar year (or portion thereof) exceed the Taxes for the New Tax Base Year) including, without limitation, any increase in Taxes due to subsequent reassessments of the Property.

7. Improvements to the Premises. Promptly after full execution and delivery of this Fifth 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 only, perform the following work in the Premises: (a) repair/replace one (1) bowed wall; (b) replace the carpet in the carpeted areas; and (c) repaint the interior painted 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 Fourth 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 7, 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.

8. Security Deposit. Tenant has previously deposited with Landlord \$3,822.28 as a Security Deposit under the Lease. Landlord shall continue to hold the Security Deposit in accordance with the terms and conditions of Section 5 of the Original Lease.

9. Parking Allocation. During the Fourth Extended Term, Tenant shall lease a total of one (1) unreserved parking space from Landlord at the following cost: \$0.00 per unreserved parking space per month. Subject to availability as determined by Landlord, Tenant shall continue to have the right to convert (on a one-to-one basis) Tenant's one (1) unreserved parking space 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.

10. Parking Validation Tickets. During the Fourth Extended Term, Landlord shall provide Tenant one hundred (100) complimentary validation tickets to use during the Fourth Extended Term.

11. Brokers. Each party represents and warrants to the other that no broker, agent or finder negotiated or was instrumental in negotiating or consummating this Fifth Amendment other than CBRE, Inc. 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 Fifth Amendment.

12. Defaults. Tenant hereby represents and warrants to Landlord that, as of the date of this Fifth 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.

13. Signing Authority. The individual(s) executing this Fifth Amendment on behalf of Tenant hereby represent and warrant 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 Fifth Amendment and the person(s) signing on behalf of Tenant are authorized to do so.

14. California Certified Access Specialist Inspection. Pursuant to California Civil Code§ 1938, Landlord hereby states that the Premises have undergone inspection by a Certified Access Specialist (CAsp) (defined in California Civil Code§ 55.52). Tenant hereby acknowledges that it has been provided a copy of the CAsp inspection report at least forty-eight (48) hours prior to the execution of this Second Amendment and Tenant agrees that information in the report shall remain confidential, except as necessary for Tenant to complete repairs and corrections of violations of construction-related accessibility standards in the Premises. The cost of making any repairs necessary to correct violations of construction-related accessibility standards indicated by the CAsp report in the Premises will be Tenant's responsibility, which modifications will be completed as an Alteration, notwithstanding anything to the contrary in the Lease (as amended).

15. Landlord's Notice Addresses. From and after the date of this Fifth Amendment, notices to Landlord under the Lease shall be sent to the following addresses:

City of Newport Beach  
Attn: Real Property Administrator  
100 Civic Center Drive  
Newport Beach, CA 92660

LPC West, Inc.  
Attn: Parke Miller  
4041 MacArthur Boulevard, Suite 510  
Newport Beach, CA 92660

16. Attorneys' Fees. Section 25.01 of the Original Lease is hereby deleted in its entirety and replaced with the following:

"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 NOT be entitled to any costs, expenses, or attorneys' fees. To the extent permitted by applicable laws, 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."

17. Counterparts; No Electronic Delivery. This Fifth 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. If a variation or discrepancy among counterparts occurs, the copy of this Fifth Amendment in Landlord's possession shall control. Execution of this Fifth Amendment as well as any and all other documents and instruments required under the terms of the Lease or to amend its terms shall require handwritten, "wet" signatures. The parties may not exchange counterpart signatures by facsimile or electronic transmission and electronic or digital signatures shall not be valid.

18. No Further Modification. Except as set forth in this Fifth Amendment, all of the terms and provisions of the Lease shall apply during the Fourth 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 Fifth Amendment.

[SIGNATURES ON NEXT PAGE]

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

"LANDLORD"

THE CITY OF NEWPORT BEACH,  
a California municipal corporation and charter city

By: \_\_\_\_\_  
Seimone Jurjis, City Manager

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Lena Shumway, City Clerk

By: Jose Montoya for \_\_\_\_\_  
Aaron C. Harp, City Attorney  
2.24.20  
AF

"TENANT"

MINUTEMAN PRESS INTERNATIONAL, INC.,  
a New York corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

This Fifth 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.

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

"LANDLORD"

THE CITY OF NEWPORT BEACH,  
a California municipal corporation and charter city

By: \_\_\_\_\_  
Seimone Jurjis, City Manager

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Lena Shumway, City Clerk

By: Jose Montoya for  
Aaron C. Harp, City Attorney  
2.24.20  
AP

"TENANT"

MINUTEMAN PRESS INTERNATIONAL, INC.,  
a New York corporation

By: [Signature]

Print Name: Matthew Pesetz

Title: SVC Operations

By: [Signature]

Print Name: Stanley Katz

Title: Treasurer

This Fifth 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.

## RIDER NO. 1

### WAIVER OF RELOCATION BENEFITS

This Rider No. 1 is made and entered into by and between THE CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("**Landlord**") and MINUTEMAN PRESS INTERNATIONAL, INC., a New York corporation ("**Tenant**"), as of the date of the Fifth Amendment to Lease ("**Amendment**") between Landlord and Tenant to which this Rider No. 1 is attached. Landlord and Tenant hereby agree that, notwithstanding anything contained in the Lease to the contrary, the provisions set forth below shall be deemed to be part of the Lease and shall supersede any inconsistent provisions therein. All references in the Lease and in this Rider No. 1 shall mean the Lease (and all exhibits and Riders attached thereto), as amended and supplemented, including by this Rider No. 1. All capitalized terms not defined in this Rider No. 1 shall have the same meaning as set forth in the Lease.

Tenant acknowledges it has read and understands the following terms and knowingly and voluntarily enters into the Amendment without coercion, undue influence or other inducement by Landlord or any other person or entity.

#### 1. STATUS OF POST-ACQUISITION TENANT.

(a) Landlord has informed Tenant that it acquired the Premises in May 2023 for public purposes, specifically the construction and development of a public project for a new police department facility ("**Public Facility**"). Landlord does not intend to begin construction until after the natural expiration of the Lease and has informed Tenant that construction will not result in Tenant being displaced or required to move from the Premises before that time.

(b) The proposed Public Facility would involve demolition and new construction of the subject Property and Premises. Since potential federal, state, and local funding would be planned for use in the Public Facility, the Relocation Law (defined herein) may apply to persons and businesses in lawful occupancy at the time an application for funding is submitted for federal, state and/or local funding.

(c) Tenant enters into the Amendment in consideration of reduced rent and/or other concessions for Landlord's extending the Lease Term. In entering into the Amendment, Tenant knowingly and voluntarily waives any eligibility it has or may have for relocation payments or assistance under the Relocation Law, which may include, without limitation, advisory assistance, payment for certain moving expenses, business re-establishment expenses, and expenses incurred in searching for a replacement business. Tenant understands that other businesses or persons in occupancy at the Property may be or become eligible for such relocation assistance. Tenant agrees its status shall hereby be deemed and shall remain as a post-acquisition tenant.

(d) After full consideration of the foregoing advisement and information, Tenant agrees that:

(1) under the Relocation Law, including without limitation California Government Code Section 7260(c)(2)(D), Tenant is not and will not become a "displaced person", having waived any and all rights to benefits or assistance under the Relocation Law; therefore, Tenant is not, and shall not become, entitled to relocation assistance or benefits if Tenant moves from the Premises for whatever reason at any time; and

(2) if for any reason Tenant shall ever be determined to be a "displaced person", Tenant does hereby expressly, intentionally, and knowingly waive each and any claim of entitlement to relocation assistance and/or benefits under the Relocation Law in connection with the Tenant's occupancy of the Premises under the Lease.

(e) Tenant represents, warrants, and agrees that it has not entered into any other lease, assignment or any other agreement allowing any third party to occupy all or any part of the Premises. Tenant represents, warrants, and agrees that as of the date of this Amendment, other than Tenant, no other person or entity has or will have any legal right to possess or occupy the Premises, excepting Tenant.

2. TENANT'S RELEASE AND WAIVER OF LANDLORD CITY OF NEWPORT BEACH. Tenant is entering into the Amendment with Landlord and agrees that all rights or obligations that exist or may arise out of the termination of Tenant's leasehold interest at some date in the future, whether for public, private or any other purposes, include Tenant's intentional release and waiver of any and all rights to seek remedies under the Relocation Law, to seek compensation for alleged severance damages, pre-condemnation damages, alleged loss of business goodwill, or for costs, interest, attorneys' fees, and/or any claim whatsoever that might arise out of or relate in any respect whatsoever directly or indirectly to the termination of Tenant's leasehold interest by Landlord.

(a) Accordingly, Tenant acknowledges and agrees that should Landlord terminate Tenant's leasehold interest such termination and the resulting move of Tenant's business and/or removal of Tenant's personal property from the Premises are non-compensable under the Relocation Law and other federal and state laws related to Tenant's move of its business from the Premises.

(b) Tenant fully, intentionally, knowingly and voluntarily waives, releases and discharges Landlord (City of Newport Beach) and its appointed and elected officials, officers, directors, employees, contractors, and agents (together "Indemnitees") from all and any manner of rights, demands, liabilities, obligations, claims, or cause of actions, in law or equity, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, which arise from or relate in any manner to (i) the use of the Premises for a public project or other public purposes or (ii) the relocation of any of Tenant's business operations or the relocation of any person or persons, business or businesses, or other occupant or occupants located on the Premises, including the specific waiver and release of all rights under the Relocation Law and/or payments that otherwise may be required under such state or federal law.

(c) Tenant waives all rights to compensation for any interest in the business operations at, on, or about the Premises including, but not limited to, land and improvements, fixtures, furniture, or equipment thereon, goodwill, severance damage, attorneys' fees or any other compensation of any nature whatsoever.

(d) It is hereby intended that the release contained herein relates to both known and unknown claims that Tenant and any person or entity claiming by or through Tenant may have, or claim to have, against any of the Indemnitees with respect to the subject matter contained herein or the events relating thereto. By releasing and forever discharging claims both known and unknown which are related to or which arise under or in connection with, the items set out above, Tenant expressly waives any rights under California Civil Code Section 1542 and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

Tenant Initials: \_\_\_\_\_

(e) In connection with the Amendment, and the above release and waiver, Tenant acknowledges that it is aware that it and its attorneys may hereafter discover claims or facts or legal theories in addition to or different from those which it know or believe to exist with respect to the claims released herein, but that Tenant's intention hereby is to fully, finally and forever release and waive all such claims, known or unknown, suspected or unsuspected, which do now exist, may exist or have existed in favor of Tenant. In furtherance of such intention, Tenant's entering into the Amendment shall evidence Tenant's full

(e) Tenant represents, warrants, and agrees that it has not entered into any other lease, assignment or any other agreement allowing any third party to occupy all or any part of the Premises. Tenant represents, warrants, and agrees that as of the date of this Amendment, other than Tenant, no other person or entity has or will have any legal right to possess or occupy the Premises, excepting Tenant.

2. TENANT'S RELEASE AND WAIVER OF LANDLORD CITY OF NEWPORT BEACH. Tenant is entering into the Amendment with Landlord and agrees that all rights or obligations that exist or may arise out of the termination of Tenant's leasehold interest at some date in the future, whether for public, private or any other purposes, include Tenant's intentional release and waiver of any and all rights to seek remedies under the Relocation Law, to seek compensation for alleged severance damages, pre-condemnation damages, alleged loss of business goodwill, or for costs, interest, attorneys' fees, and/or any claim whatsoever that might arise out of or relate in any respect whatsoever directly or indirectly to the termination of Tenant's leasehold interest by Landlord.

(a) Accordingly, Tenant acknowledges and agrees that should Landlord terminate Tenant's leasehold interest such termination and the resulting move of Tenant's business and/or removal of Tenant's personal property from the Premises are non-compensable under the Relocation Law and other federal and state laws related to Tenant's move of its business from the Premises.

(b) Tenant fully, intentionally, knowingly and voluntarily waives, releases and discharges Landlord (City of Newport Beach) and its appointed and elected officials, officers, directors, employees, contractors, and agents (together "**Indemnitees**") from all and any manner of rights, demands, liabilities, obligations, claims, or cause of actions, in law or equity, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, which arise from or relate in any manner to (i) the use of the Premises for a public project or other public purposes or (ii) the relocation of any of Tenant's business operations or the relocation of any person or persons, business or businesses, or other occupant or occupants located on the Premises, including the specific waiver and release of all rights under the Relocation Law and/or payments that otherwise may be required under such state or federal law.

(c) Tenant waives all rights to compensation for any interest in the business operations at, on, or about the Premises including, but not limited to, land and improvements, fixtures, furniture, or equipment thereon, goodwill, severance damage, attorneys' fees or any other compensation of any nature whatsoever.

(d) It is hereby intended that the release contained herein relates to both known and unknown claims that Tenant and any person or entity claiming by or through Tenant may have, or claim to have, against any of the Indemnitees with respect to the subject matter contained herein or the events relating thereto. By releasing and forever discharging claims both known and unknown which are related to or which arise under or in connection with, the items set out above, Tenant expressly waives any rights under California Civil Code Section 1542 and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

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(e) In connection with the Amendment, and the above release and waiver, Tenant acknowledges that it is aware that it and its attorneys may hereafter discover claims or facts or legal theories in addition to or different from those which it know or believe to exist with respect to the claims released herein, but that Tenant's intention hereby is to fully, finally and forever release and waive all such claims, known or unknown, suspected or unsuspected, which do now exist, may exist or have existed in favor of Tenant. In furtherance of such intention, Tenant's entering into the Amendment shall evidence Tenant's full

and complete release and waiver, notwithstanding the discovery or existence of any such additional claims, facts, or legal theories under applicable laws or regulations or otherwise relating to the Premises or the termination of Tenant's leasehold interest and later move from the Premises. Tenant acknowledges and agrees that its waiver and release is an essential and material term to the Lease and that without it, Landlord would not have consented to the Amendment. Tenant understands and acknowledges the significance and consequences of these provisions under the Lease.

(f) Tenant agrees, warrants and represents that it has carefully read the contents of the Amendment and that, in executing the Amendment, Tenant does so with full knowledge of any right which it may have, that it has received independent legal advice from its attorneys, or in the alternative, knowingly has determined not to seek legal advice with respect to the matters set forth herein, and that Tenant has freely signed this Amendment without relying on any agreement, promise, statement or representation by or on behalf of any person or entity, including any and all Indemnitees, except as specifically set forth in the Amendment.

(g) The statements, representations and recitals contained in the Lease are to be considered contractual in nature and not merely recitations of fact. The Lease, the advisements herein, and the above release and waiver shall be binding upon Tenant and its heirs, agents, successors, legal representatives and assigns.

3. RELOCATION LAW DEFINITION. "**Relocation Law**" as used herein shall mean applicable federal, state, and local laws and regulations, including without limitation (i) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), 42 U.S.C. 4601-4655, and the implementing regulations at 49 CFR Part 24, (ii) the California Relocation Assistance Act, Government Code Section 7260, et seq. and the implementing regulations at Title 25, Section 6000, et seq. of the California Code of Regulations, and (iii) any other applicable federal, state or local enactment, regulation or practice providing for relocation assistance, benefits, or compensation for moving and for property interests (including without limitation furnishings, fixtures and equipment, goodwill, and moving expenses).