Requested Lease Changes

11533 South Street, Cerritos, CA 90703 (Cerritos Promenade)
Tenant: Yoshiharu Cerritos, a California corporation, dba Yoshiharu Japanese Ramen · Landlord: Cerritos West Covenant Group LLC, Cerritos West Exchange I LLC and Cerritos West Exchange II LLC (Nevada LLCs, as tenants in common)

Tenant requests the following changes to the draft lease. Section references are to the draft provided.

1. §1.17; Exhibit E §§5, 7, 9; §§16.4, 16.5 — Personal guarantee

Section 1.17 is amended to read: "Guarantor: [OWNER 1], an individual, subject to the limitations set forth in Exhibit E." Exhibit E is amended by adding the following, which shall control over any conflicting provision of the Guaranty or the Lease: (a) Cap. Notwithstanding anything to the contrary in the Guaranty, including Sections 5, 7 and 9 of Exhibit E, Guarantor's aggregate liability under the Guaranty shall not exceed an amount equal to twelve (12) months of the monthly Base Rent and Tenant's Share of Operating Expenses payable under the Lease at the time of the first uncured Event of Default (the "Guaranty Cap"). Any amounts paid by Guarantor shall reduce the Guaranty Cap dollar for dollar. Landlord shall apply the Security Deposit to Tenant's obligations before making demand on Guarantor. (b) Burn-Off. If no monetary Event of Default by Tenant has occurred and remained uncured beyond any applicable notice and cure period during the first [36] months following the Commencement Date, the Guaranty shall automatically terminate and Guarantor shall have no further liability thereunder, and Landlord shall, upon request, confirm such termination in writing. (c) Extensions, Amendments and Holdover. The Guaranty shall not apply to any Extension Term, any amendment or modification of the Lease that increases Tenant's obligations, or any holdover beyond sixty (60) days following expiration of the Term, unless Guarantor consents thereto in a writing signed by Guarantor. (d) Release on Transfer. Upon any assignment of the Lease permitted under Sections 16.4 or 16.5 to an assignee that (i) has a tangible net worth of not less than [$1,000,000] as of the effective date of the assignment, or (ii) delivers to Landlord a replacement guaranty from a guarantor reasonably acceptable to Landlord, Guarantor shall be released from all obligations under the Guaranty accruing from and after the effective date of such assignment. (e) Defenses. Guarantor shall retain the defenses of payment and performance by Tenant and the defense that Landlord's claim exceeds the Guaranty Cap, and any waiver in Section 7 of Exhibit E shall not apply to such defenses. (f) Separate Property. [OWNER 2] shall not be a party to the Guaranty, and no separate property of [OWNER 2] shall be subject to recovery under the Guaranty.

2. §1.22; §9.6 — Radius restriction

Section 9.6 is deleted in its entirety and replaced with the following: "9.6 Radius Restriction. During the Term, Tenant shall not open or operate a Japanese ramen restaurant within the radius set forth in Section 1.22, measured from the exterior boundary of the Premises (a 'Competing Business'). This Section 9.6 binds only Tenant, the entity named in this Lease. It does not apply to (a) any affiliate, parent, subsidiary, shareholder, officer, director or franchisor of Tenant; (b) any franchisee or licensee of the 'Yoshiharu' name or concept that is not Tenant; (c) any restaurant open, under construction, or subject to a signed lease or letter of intent as of the date of this Lease; (d) any restaurant acquired as part of a merger, acquisition or purchase of a multi-unit restaurant business; or (e) any delivery-only, catering, ghost-kitchen or online sales operation. If Tenant operates a Competing Business in violation of this Section 9.6, Landlord shall give Tenant written notice. If Tenant fails to cease operating the Competing Business within ninety (90) days after receipt of that notice, Landlord's sole and exclusive remedy shall be injunctive relief requiring Tenant to cease operating the Competing Business. A

violation of this Section 9.6 shall not constitute a default or Event of Default under this Lease and shall not entitle Landlord to increase the Minimum Annual Rent or any other Rent. This Section 9.6 shall terminate and be of no further force or effect upon any permitted assignment of this Lease or if Tenant ceases operating in the Premises."

3. §11.4; §11.5; §2.4 — Operating costs (CAM)

Section 11.4 is amended so that the administrative and overhead charge payable to Landlord shall equal ten percent (10%) of Common Area Costs only, and shall not be charged on Taxes, Tenant's share of Taxes under Section 7.1, insurance premiums, utilities separately metered or billed, capital expenditures, or any management fee. The management fee equal to three percent (3%) of the Minimum Annual Rent is deleted in its entirety. Common Area Costs shall exclude salaries, wages, benefits and overhead of Landlord's or its property manager's executive, management, leasing and accounting personnel, off-site office expenses, and any property management or asset management fee. The administrative charge set forth above shall be Landlord's sole compensation for administration, management and overhead of the Shopping Center. Section 11.5 is amended to provide that Tenant shall pay any shortfall shown on Landlord's annual reconciliation statement within thirty (30) days after Tenant receives it, and that the statement shall itemize Common Area Costs, Taxes and insurance premiums by category. Tenant, or an independent accountant designated by Tenant, may audit Landlord's books and records relating to Common Area Costs, Taxes and insurance premiums for any calendar year. Tenant must give Landlord written notice of the audit within twenty-four (24) months after receiving the reconciliation statement for that year. Landlord shall make such books and records available at the Shopping Center or within the county where the Premises are located during normal business hours. If the audit discloses that Tenant was overcharged, Landlord shall refund the overcharge to Tenant within thirty (30) days. If the overcharge exceeds three percent (3%) of the amount properly payable, Landlord shall also reimburse Tenant for the reasonable cost of the audit. No auditor shall be compensated on a contingency fee basis.

4. §20.3 — Relocation

Section 20.3 is hereby deleted in its entirety and replaced with the following: "20.3 No Relocation. Landlord shall have no right to relocate, reduce, or substitute the Premises, in whole or in part, during the Term or any extension or renewal thereof, without Tenant's prior written consent, which Tenant may withhold in its sole and absolute discretion."

5. §1.25; §20.9; §17.2 — Build-out allowance and free rent

Section 20.9 is deleted in its entirety and replaced with the following: "Tenant shall have no obligation to repay, reimburse or refund to Landlord all or any portion of the Tenant Improvement Allowance or the Commission(s), whether upon an Event of Default or otherwise. Upon an Event of Default, Landlord's remedies shall be limited to those set forth in Section 17.2 and available under California Civil Code Sections 1951.2 and 1951.4, and Landlord shall recover only its actual damages as determined thereunder. In no event shall the unamortized Tenant Improvement Allowance or Commission(s) be recoverable as liquidated damages, as a separate charge, or in addition to or duplicative of Rent or other damages recovered by Landlord." In addition, Section 1.25 is amended so that Tenant may submit its request for disbursement of the Tenant Improvement Allowance at any time within twelve (12) months after the Commencement Date. That period shall be extended day-for-day for any delay caused by Landlord or by governmental permitting or inspection authorities, and Tenant's right to the

Tenant Improvement Allowance shall not be forfeited so long as Tenant submits its request within such period as extended.

6. §4.1; §10.1; §10.3; §10.4; §20.10(w); Exhibit C §1 — Repairs and HVAC

Notwithstanding anything to the contrary in Section 4.1, Section 10.1, Section 10.3, Section 10.4, Section 20.10(w) or Exhibit C Section 1, the following shall control: (a) Landlord's Compliance Obligations. Landlord, at its sole cost and expense and not as an Operating Expense or other cost passed through to Tenant, shall perform any Alterations or other work required by any present or future law, including the Americans with Disabilities Act, Title 24 of the California Code of Regulations and the California Building Code, to the extent such work relates to (i) the roof, foundation, structural elements, exterior walls, or the Building systems outside the Premises, (ii) the Common Areas, or (iii) any condition existing in the Premises or the Tenant Utility Systems as of the date Landlord delivers possession of the Premises to Tenant, whether or not known at such date, including any accessibility violation existing as of such date. (b) Tenant's Compliance Obligations. Tenant shall bear the cost of Alterations required by law only to the extent such requirement is triggered by Tenant's Alterations or by Tenant's particular manner of use of the Premises, as distinguished from general retail or restaurant use. (c) CASp. Landlord represents that the Premises have not undergone inspection by a Certified Access Specialist (CASp). Pursuant to California Civil Code Section 1938, a CASp can inspect the Premises and determine whether the Premises comply with all applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection, Landlord may not prohibit Tenant from obtaining a CASp inspection for Tenant's occupancy if requested by Tenant. If Tenant elects to obtain a CASp inspection, Tenant shall pay the fee for the inspection, and Landlord, at its sole cost and expense, shall promptly correct any violations of construction-related accessibility standards identified in the CASp report that relate to conditions described in clause (a) above. (d) HVAC Warranty. Landlord warrants that the HVAC system serving the Premises shall be in good working order and condition on the date Landlord delivers possession and for a period of [12] months after the Commencement Date, and Landlord, at its sole cost, shall make any repairs or replacements needed during such period, other than repairs caused by Tenant's negligence or misuse. (e) HVAC Replacement. Tenant's obligation to maintain the HVAC system shall not include capital replacement of any HVAC unit or major component. If any HVAC unit or major component cannot be repaired at a reasonable cost and must be replaced, Landlord shall perform the replacement, and Tenant shall pay, as Additional Rent in equal monthly installments, only the portion of the cost amortized on a straight-line basis over the useful life of the replacement in accordance with generally accepted accounting principles that falls within the remaining Term, as the same may be extended. (f) Contractors. Tenant may perform HVAC maintenance and repairs using a licensed and insured HVAC contractor of Tenant's choice, subject to Landlord's reasonable approval, and any charges by Landlord's vendor billed to Tenant shall be competitive with prevailing market rates.

7. §1.16; §20.1 — Security deposit

Delete the sentence in Section 20.1 reading "Tenant hereby waives any and all rights with regard to the Security Deposit set forth in California Civil Code Section 1950.7" and replace it with the following: "Landlord may apply the Security Deposit only to the extent reasonably necessary to remedy Tenant's default in the payment of Rent, to repair damage to the Premises caused by Tenant (excluding ordinary wear and tear), or to clean the Premises upon termination of this Lease, all as permitted under California Civil Code Section 1950.7. If Landlord applies any portion of the Security Deposit during the Term, Landlord shall deliver written notice to Tenant specifying the amount applied and the default or obligation to which it was applied. Within thirty (30) days after Landlord

receives possession of the Premises following the expiration or earlier termination of this Lease, Landlord shall return the Security Deposit to Tenant, less any amounts properly applied in accordance with this Section, together with an itemized written statement of the amounts so applied and the basis for each. Nothing in this Lease shall be construed as a waiver by Tenant of any rights under California Civil Code Section 1950.7."

8. §18.3; §17.1(b); §20.10(s) — Estoppel certificates

Section 18.3 is amended to read: Tenant agrees, upon not less than twenty (20) days' prior written notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying, to Tenant's actual knowledge, only the following factual matters: (a) that this Lease is unmodified and in full force and effect (or, if modified, identifying the modifications); (b) the Commencement Date and Expiration Date; (c) the current monthly Base Rent and the date through which Base Rent and Additional Rent have been paid; (d) the amount of any Security Deposit held by Landlord; and (e) whether, to Tenant's actual knowledge, Landlord is in default under this Lease, and if so, specifying such default. No such statement shall amend this Lease, impose any new obligation on Tenant, waive any right or claim of Tenant, or require Tenant to make any representation of law or legal conclusion. Tenant may qualify any statement to reflect the actual facts. Landlord shall not request such a statement more than two (2) times in any twelve (12) month period, except in connection with a bona fide sale or financing of the Property. Notwithstanding Section 17.1(b) and Section 20.10(s), no late charge, fee or penalty shall accrue for any delay in delivering such statement. Tenant's failure to deliver such statement shall constitute a default under this Lease only if Tenant fails to deliver it within ten (10) days after receipt of a second written notice from Landlord. That second notice must state in bold capital letters that failure to respond will constitute a default under the Lease.

9. §5.5; §17.1; §17.2; §20.10(d) — Default, late fees and remedies

Section 5.5 is amended to read: If any installment of Rent or other sum due from Tenant is not received by Landlord within five (5) days after the date such amount is due, Tenant shall pay to Landlord a late charge equal to five percent (5%) of the delinquent amount. Notwithstanding the foregoing, no late charge shall be payable for the first late payment in any twelve (12) month period unless such amount remains unpaid five (5) days after Tenant's receipt of written notice from Landlord that such amount is past due. Landlord and Tenant agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment, in accordance with California Civil Code Section 1671(b). Interest otherwise payable under this Lease shall not accrue on any delinquent amount for which a late charge has been paid until thirty (30) days after the date such amount was originally due, and in no event shall a late charge or interest be assessed on any late charge or accrued interest.

10. §1.21; §9.2; §9.4 — Required hours

Notwithstanding anything to the contrary in Section 1.21, Section 9.2 or Section 9.4, Tenant shall operate its business in the Premises during the hours customarily observed by a majority of the restaurant tenants in the Shopping Center (the "Customary Hours"); provided, however, that Tenant may, in its reasonable business judgment, (a) establish its own hours within the Customary Hours, including closing on not more than one (1) day per week and reducing hours during the afternoon period between lunch and dinner service; (b) close on Thanksgiving Day, Christmas Day, New Year's Day, Easter Sunday, Independence Day, Memorial Day and Labor Day; (c) close for up to [14] consecutive days, and not more than [21] days in total, in any calendar year for staff

training, inventory, repairs, maintenance or vacation, upon not less than ten (10) days' prior written notice to Landlord; (d) close for remodeling, alterations or refixturing of the Premises for up to [60] days not more than once in any five (5) year period; and (e) close for so long as reasonably necessary due to casualty, condemnation, force majeure, governmental order, loss or suspension of any permit or license not caused by Tenant's willful misconduct, unavailability of utilities, or any act or omission of Landlord. Tenant shall not be required to operate in the entirety of the Premises, and temporary closure of a portion of the Premises shall not be a breach of this Lease. Tenant's failure to operate as required by this Section shall not constitute a Default or Event of Default under this Lease and shall not entitle Landlord to terminate this Lease, accelerate Rent, recover damages, charge increased rent or penalties, or make any claim against any Guarantor. If Tenant ceases operating in the Premises for more than [180] consecutive days for reasons other than those described in clauses (c) through (e) above, Landlord's sole and exclusive remedy shall be the right, exercisable by written notice delivered to Tenant within sixty (60) days after the end of such period and before Tenant resumes operation, to terminate this Lease effective thirty (30) days after delivery of such notice, whereupon Tenant and any Guarantor shall be released from all obligations arising after the termination date, other than obligations which accrued before such date.