Council Meeting of
May 22, 2012

PUBLIC HEARING

SUPPLEMENTAL

Honorable Mayor and Members
of the Torrance City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: SUPPLEMENTAL #1 TO COUNCIL AGENDA ITEM CUP10-00007: CHICKEN MAISON (PATRICIA WICK)

This item was continued from the hearing date of March 27, 2012 to allow time for resolution of pending legal action between the property owner and the owner of Deli Roma. That litigation was dismissed as of April 3, 2012.

Subsequent to the publishing of the Agenda Item Number 13A, additional correspondence was received by staff. Letters indicating support for the Chicken Maison expansion and project as a whole are included in Attachment A. Staff has also received correspondence regarding new litigation between the property owner and the owner of Deli Roma. This correspondence is attached as attachment B.

Staff continues to recommend approval of the request as conditioned which would allow the new expansion of Chicken Maison as well as allow as-built approvals for the prior expansion of Deli Roma.

Respectfully submitted,

Jeffery W. Gibson
Community Development Director

By _____
Gregg D. Lodan, AICP
Planning Manager

CONCUR:

_____
Jeffery W. Gibson
Community Development Director

NOTED:

_____
LeRoy J. Jackson
City Manager

Attachments:
A. Correspondence
B. New Litigation Documents

13B

ATTACHMENT A

May 16, 2012

Torrance City Council Members

Dear Council Members,

My name is Patricia Wick, I am a co-trustee for the property located at 3901 Pacific Coast Hwy in Torrance.

I would like to thank you for your consideration to approve the CPU before you, that would allow Chicken Maison to expand and legalize the kitchen space at Deli Roma. The trustees have spent a great deal of time and money to bring the subject property to the cities requirements for the expansion. We are very pleased to have enhanced the property with improved parking for all the tenants and their customers.

Several members of the management team for the center, (plus our attorney), have personally requested that Tony at Deli Roma set down with our broker Ross Moore to negotiate a new lease. He has refused all offers, and is calming we are refusing to give him a new lease. I am sorry that Tony is being so unreasonable with demands for a twelve year lease at his current rate for the entire lease. I truly wish Tony would sign a new five year lease at terms that would be fair to both parties.

Sincerely,

Patricia Wick

Patricia Wick

Trustee

From: Tami Wick [mailto:tami_wick@yahoo.com]
Sent: Thursday, May 17, 2012 11:17 AM
To: Lodan, Gregg; Numark, Cliff; Rhilinger, Susan; Sutherland, Bill; Furey, Pat; Brewer, Tom
Subject: 3901 PCH

May 16, 2012

RE: 3901 Pacific Coast Hwy. Torrance

Dear Council Members,

I am hopeful that the CUP application for 3901 PCH will be approved. This application will benefit two long term business here in the city of Torrance. Both successful business Chicken Maison and Deli Roma need the approval for their future success. Chicken Maison would be allowed to increase their location space by approximately 400 square feet and Deli Roma would be allowed to legalize the current size of their working kitchen. This CUP allows for the Deli to remain at the current size of 1210 square feet rather than return to a much smaller footprint of about 750 square feet, which would eliminate virtually all of the kitchen work area.

Please support this application as it will help two great eating establishments continue to be successful in Torrance. Both of these businesses provide employment and tax revenue for our city. I hope we would embrace the growth of these companies and not limit their potential.

Respectfully,

Tami Wick Reyes
Trustee

Karen C. Williams
5372 Doris Way
Torrance, CA 90505

May 18, 2012

The Honorable Mayor Scotto & Council Members
City of Torrance
3031 Torrance Blvd.
Torrance, CA 90503

Subject: CUP10-00007: Chicken Maison (Patricia Wick)

Dear Honorable Mayor Scotto and Council Members:

I am a long-time resident of our city, and I am writing to express my full support of the Chicken Maison restaurant expanding their current space by 480 square feet.

I understand that some in our community have voiced concern over the possibility of this expansion believing that such expansion would result in exacerbating "existing parking problems", "on-site circulation" parking lot problems, as well as create a negative business impact on the other existing tenants in the shopping center.

However, I am one of hundreds of citizens who frequent Chicken Maison at this shopping center on a weekly basis and over the course of my patronage I have never had any issue locating parking or maneuvering my vehicle in or about the shopping center. I would also like to note that I most often visit Chicken Maison during dinner time and I have never had an occasion where I was unable to find a parking space in the front of the shopping center, nor have I ever had to park in the rear of the property, or on Ocean Avenue or PCH when visiting this establishment.

As to negative business impacts; I feel that the cleaners and Deli Roma should be able to identify parking spaces adjacent to their businesses for their customers only. Additionally, I am more concerned about negative impacts stemming from the inordinate number of massage parlors popping up in the vicinity and city wide (who's "services", which I only recently learned, are being broadcasted by their clients on erotic massage websites). Undoubtedly these "types" of massage parlors negatively affect not only this shopping center, the surrounding neighbors, but our community as a whole.

Furthermore, I understand that the Planning Department is recommending denial of the Resolution because of Deli Roma's unpermitted expansion and other modifications at the property site. However, I strongly feel that Chicken Maison should not be penalized or denied their expansion because of the previous failures of Deli Roma and/or the property owner during the Deli Roma expansion. Please consider that Chicken Maison has been following the city ordinances.

Chicken Maison benefits our community by providing quick healthy meals to our community (including our Torrance Police Officers - who I often see frequenting this establishment). In addition, Chicken Maison provides jobs to our local South High School students. In closing, because Planning Manager Lodan has already confirmed that the center's parking layout is in compliance and that the center has 2 additional parking spaces than required for both expansions; I ask that you please move forward and approve the small expansion of the Chicken Maison restaurant.

Sincerely,

Karen C. Williams

From: Susan Morishita
Sent: 5/16/2012 7:17 PM
To: Brewer, Tom; Rhilinger, Susan
Subject: Chicken Maison expansion and the improved parking at the Ocean West Plaza center located at 3901 PCH in Torrance

Hello!

I am a Torrance resident and support the expansion of Chicken Maison in the Ocean West Plaza center.
Very much looking forward to it.

Thank you,

Susan Morishita

Graham, Oscar

From: Diane Jordan [djcats888@yahoo.com]
Sent: Thursday, May 17, 2012 1:59 PM
To: Graham, Oscar; Lodan, Gregg
Subject: Chicken Maison expansion

Dear Mr Graham and Mr. London,

I eat at Chicken Maison every week and their food is consistently fabulous. The family members who run it and all of their employees are very friendly and welcoming. They are everything a city could want in a good business. I support their expansion.

Diane Jordan DC
diane@drdianejordan.com
www.drdianejordan.com
310 375 4039

Graham, Oscar

From: Judy Armstrong [aclamom@gmail.com]
Sent: Wednesday, May 16, 2012 9:44 AM
To: Rhilinger, Susan, Graham, Oscar; Lodan, Gregg
Subject: Chicken Maison Expansion
Follow Up Flag: Follow up
Flag Status: Red

Hi,

I am sending this email to let you know that I am in support of the simple expansion of the dining room of Chicken Maison located at 3901 Pacific Coast Highway, Ste D, Torrance. I feel that the parking in the center where Chicken Maison resides (which has recently been expanded) is sufficient. I am happy with the parking provided and I am in favor of allowing a successful business to grow and bring jobs to Torrance.

Best Regards,

Judy Armstrong

From: mike dunaway
Sent: 5/15/2012 7:02 PM
To: Rhilinger, Susan
Subject: Ocean West Plaza

Dear Ms. Rhillinger,
I have been a South Bay resident my whole life, and have been a patron of the Ocean West Plaza for more than three years. I love eating at Chicken Maison, find the plaza to have easy access, and have never once had a problem with parking
Thank you,
Mike Dunaway

Graham, Oscar

From: Donald Stidham [dstidham@madronaparkescrow.com]
Sent: Wednesday, May 16, 2012 12:22 PM
To: Brewer, Tom
Cc: Rhilinger, Susan, Graham, Oscar; Lodan, Gregg
Subject: Chicken Maison expansion

I certainly support the expansion of this wonderful food provider They need the room to take care of their customers of which my wife and I are a regular Part.
Thank You
Don and Beulah Stidham
Madrona Park Escrow.com

ATTACHMENT B

Ayscough & Marar
attorneys at law

23110 Crenshaw Boulevard, Suite A, Torrance, California 90505-3025
310 534-5888 • Fax 310 534-1665

OFFICE OF THE
MAYOR & COUNCIL
2012 MAY 21 AM 8:50

May 18, 2012

Hon. Frank Scotto, Mayor
City of Torrance
3031 Torrance Blvd.,
Torrance, CA 90503

Dear Mayor Scotto:

My office represents Tony Nahabedian d.b.a. ***Deli Roma*** at 3901 Pacific Coast Highway in Torrance. As my offices are the attorneys for Mr. Nahabedian, in the three cases attached, we are familiar with the status and provide you and the Council with this status report.

I was at the City Council meeting on March 27, 2012 and heard the events regarding the application of the Chicken Maison to expand. The Deli Roma claimed the impact of the extra parking necessitated by a second restaurant will usurp the parking at his business at the lunch hour.

At the conclusion, the council postponed action on the application until May 22, 2012 based on the fact that there was a lawsuit pending to evict Mr. Nahabedian from his suite and the council wanted to see the outcome of that, and further to see if the landlord had not executed the necessary documents to bring the suite into compliance with City requirements.

The landlords had filed suit for unlawful detainer against Mr. Nahabedian on January 30, 2012, case # SB 12Z00162. The case was set for trial on April 4, 2012. The afternoon before the trial the landlords dismissed the case because, among other reasons, they had accepted about 300 monthly rental payments from Mr. Nahabedian since 1986 and they would have been found to have ***waived*** the right to sue him. That complaint is Exhibit "1". The dismissal is Exhibit "2".

Mr. Nahabedian had an option for five more years at market rent beginning April 30, 2012, but the landlords refused to honor that or negotiate a new lease with him. In order to preserve his suite and livelihood, Mr. Nahabedian then filed a complaint for

Ayscough & Marar

attorneys at law

Hon. Frank Scott, Mayor
Page Two
May 18, 2012

declaratory relief to have the court determine what the rent should be, what the offsets should be that he is entitled to, and how to deal with them. He offered to continue his present rent subject to any adjustments. This was filed April 24, 2012 as case YC 066962. See Exhibit "3".

Mr. Nahabedian attempted to pay the first month's rent since the old lease expired, but the landlords refused the rent. Mr. Nahabedian put the money into a special sort of escrow account. See Exhibit "4".

The landlords filed yet another unlawful detainer lawsuit against him, this time attempting to avoid the defense that they had accepted rent and therefore have not now waived the right to kick him out. That is case SB 12Z00584. See Exhibit "5". Mr. Nahabedian has challenged the second unlawful detainer case, contending that the declaratory relief suit will establish the rent terms and offsets, and also his right to remain there. There will be a hearing on that on June 7, 2012.

As for the documents of City approvals, Mr. Nahabedian still does not have legal occupancy of his suite of 26 years.

As for the status of the lawsuits, the two cases are pending. It is clear that the landlords want to evict Mr. Nahabedian.

Sincerely,

Ayscough & Marar

By: Brent Ayscough
BA/um
Enclosures as noted

1

Service 2/1/2012

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

JAN 30 2012

John A. Clarke, Executive Officer/Clerk

By Lanelle M. Galindo, Deputy

John D. Whitcombe (#37951)
Michael J. Gibson (#115657)
Greenberg, Whitcombe & Takeuchi, LLP
21515 Hawthorne Boulevard, Suite 450
Torrance, California 90503-6531

(310) 540-2000

Attorneys for Plaintiffs

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES, SOUTHWEST DISTRICT, TORRANCE COURTHOUSE

PATRICIA WICK AND TAMMY REYES, CO-TRUSTEES OF THE CHARLES N. CAKE TRUST FBO PATRICIA WICK, and DAN WICK, PATRICIA WICK, AND TAMMY WICK REYES, CO-TRUSTEES OF THE WICK FAMILY TRUST UDT FEBRUARY 13, 2007, Plaintiffs, v. HRAGE NAHBEDIAN, individually and doing business as DELI ROMA, and DOES 1 through 20, inclusive, Defendants.	Case No. SB12Z00162 **COMPLAINT FOR UNLAWFUL DETAINER** DEMAND FOR JURY TRIAL LIMITED JURISDICTION (UNDER $10,000)

Plaintiffs Patricia Wick and Tammy Wick Reyes, Co-Trustees of the Charles N. Cake Trust FBO Patricia Wick, and Dan Wick, Patricia Wick, and Tammy Wick Reyes, Co-Trustees of the Wick Family Trust UDT February 13, 2007, allege:

1. Patricia Wick and Tammy Wick Reyes are the duly appointed co-trustees of the Charles N. Cake Trust FBO Patricia Wick (the "Cake Trust"). The Cake Trust holds an undivided one-half ownership interest as a tenant-in-common in the shopping center commonly known as "Ocean West

Plaza" and located at 3901 Pacific Coast Highway in the city of Torrance, county of Los Angeles, state of California (the "Shopping Center").

2. Dan Wick, Patricia Wick, and Tammy Wick Reyes are the duly appointed co-trustees of the Wick Family Trust, established under a Declaration of Trust dated February 13, 2007, as subsequently amended (the "Wick Trust"). The Wick Trust holds an undivided one-half ownership interest as a tenant-in-common in the Shopping Center.

3. The Cake Trust and the Wick are hereinafter sometimes collectively referred to as the "Plaintiffs."

4. Plaintiffs are informed and believe, and on that basis allege, that defendant Hrage Nahbedian ("Nahbedian") is an individual who is conducting business under the fictitious business name "Deli Roma."

5. Plaintiffs are unaware of the true names and capacities of defendants Does 1 through 20, and therefore sue such defendants by such fictitious names pursuant to Section 474 of the California Code of Civil Procedure. Plaintiffs will seek leave of Court to amend this complaint when the true names and capacities of such defendants have been determined.

6. Plaintiffs are informed and believe, and on that basis allege, that, at all relevant times, each of the defendants, including the defendants served as Does 1 through 20, was the agent or employee of each of the remaining defendants, and in doing the things alleged in this Complaint, was acting within the scope of such agency or employment. Plaintiffs are further informed and believe, and on that basis allege, that each of the defendants, including the defendants served as Does 1 through 20, claims some type of possessory interest in and to some portion of the Shopping Center.

7. Nahbedian and Does 1 through 20 are hereinafter sometimes collectively referred to as "Defendants."

8. On or about December 18, 1985, Plaintiffs, as landlord, and Nahbedian, as tenant, entered into an initial lease agreement for Suite A in the Shopping Center (the "Premises"). Plaintiffs and Nahbedian subsequently entered into replacement lease agreements on or about January 23, 1987, February 27, 1992, and May 2, 1997. On or about April 17, 2002, Plaintiffs and Nahbedian entered into the current lease agreement for the Premises. A true and correct copy of such current lease agreement is attached to this Complaint as Exhibit A and is incorporated by this reference. Such current lease agreement was subsequently amended by a lease renewal agreement dated March 28, 2007. A true and correct copy of such lease renewal agreement is attached to this Complaint as Exhibit B and is incorporated by this reference. Such current lease agreement, as subsequently amended by such lease renewal agreement, is hereinafter referred to as the "Lease."

9. Nahbedian entered into possession of the Premises on or about February 1, 1986, under the terms and conditions of the initial lease agreement, and Nahbedian continues to occupy the Premises under the terms and conditions of the Lease. Plaintiff is informed and believes that Does 1 through 20 entered into possession of the Premises with the knowledge and permission of Nahbedian, and continue to occupy the Premises.

10. Plaintiffs have performed all of their obligations under the Lease.

11. Section 12 of the Lease provides: "Lessee agrees not to make any additions to or changes or improvements in the demised premises or any part thereof without the consent of lessor first obtained in writing, except those changes, additions and improvements, if any, which lessee is required to make by the provisions of this lease."

12. Defendants have breached Section 12 of the Lease in the following respects:

(a) Defendants have constructed, on the common area of the Shopping Center adjacent to the Premises, a structural addition to the Premises consisting of a 156.9 square-foot room designed for the storage of restaurant equipment and supplies (the "Storage Room"). Such addition, which has sometimes been referred to as a "shed" although it is a fully enclosed room, was constructed without the prior written consent of Plaintiffs.

(b) Defendants have enclosed a portion of the common area of the Shopping Center adjacent to the Premises to create an outdoor dining patio (the "Patio"). Such enclosure was accomplished by constructing a wrought iron fence and wooden gate, planting vines, and installing outdoor lights and heat lamps. Such construction, planting, and installation were accomplished without the prior written consent of Plaintiffs.

(c) Defendants have constructed, on the common area of the Shopping Center adjacent to the Premises, a structural addition to the Premises consisting of a 93.7 square-foot room featuring a service window open to the outdoor dining patio, designed to facilitate the dispensing and service of beverages, both alcoholic and non-alcoholic, to restaurant patrons seated on the patio (the "Bar"). Such addition was constructed without the prior written consent of Plaintiffs.

(d) Defendants have constructed a 264 square-foot second-story attic or loft above the kitchen within the Premises (the "Storage Loft"). The Storage Loft is designed as a storage area for food and supplies, and is accessed from the kitchen by means of a "drop down" ladder. Such attic or loft was constructed without the prior written consent of Plaintiffs.

13. Section 8 of the Lease provides: "Lessee agrees not to use or suffer or permit to be used said premises or any part thereof for any purpose or use in violation of any laws or ordinances, or of the regulations of any governmental authority." Section 8 of the Lease further provides: "Lessee agrees, at

his own cost and expense, to conform in every respect to all laws, statutes, ordinances and regulations now in force or that may be enacted hereafter, affecting the use or occupancy of the demised premises."

14. Defendants have breached Section 8 of the Lease in the following respects:

(a) Defendants constructed the Storage Room without obtaining the required permits and inspections from the city of Torrance. Thus, Defendants' construction of the Storage Room violated municipal and state law. Defendants' use of the Storage Room also violates municipal and state law.

(b) Defendants enclosed the Patio, and installed landscaping, lighting, and heat lamps, without obtaining the required permits and inspections from the city of Torrance. Thus, Defendants' creation of the Patio violated municipal and state law. Defendants' use of the Patio, including Defendant's use of the Patio for outdoor dining and service of alcoholic beverages, also violates municipal and state law.

(c) Defendants constructed the Bar without obtaining the required permits and inspections from the city of Torrance. Thus, Defendants' construction of the Bar violated municipal and state law. Defendants' use of the Bar, including Defendant's use of the Bar for dispensing alcoholic beverages, also violates municipal and state law.

(d) Defendants constructed the Storage Loft without obtaining the required permits and inspections from the city of Torrance. Thus, Defendants' construction of the Storage Loft violated municipal and state law. Defendants' use of the Storage Loft also violates municipal and state law.

15. On November 18, 2011, Plaintiffs caused a written notice (the "Thirty Day Notice") to be personally served upon Nahbedian. The Thirty Day Notice demanded that Defendants cure the breaches described in Paragraphs 12 and 14 or deliver possession of the Premises to Plaintiffs within thirty days after service of the Thirty Day Notice. The Thirty Day Notice also gave notice of Plaintiffs' election to

declare a forfeiture of the Lease. True and correct copies of the Thirty Day Notice and of the declaration of service of the Thirty Day Notice are attached to this Complaint as Exhibits C and D, respectively, and are incorporated by this reference.

16. The period stated in the Thirty Day Notice expired on Monday, December 19, 2011. Defendants failed to cure the breaches or to deliver up possession of the Premises within such period. Plaintiff is entitled to immediate possession of the Premises.

17. Defendants continue in possession of the Premises without Plaintiffs' permission or consent and contrary to the terms of the Lease. Defendants' continued possession is malicious, entitling Plaintiffs to statutory damages in that Defendants have willfully, intentionally, deliberately, and obstinately withheld possession of the Premises against Plaintiffs' will, knowing that such continued possession is without legal right or justification.

18. Paragraph 32 of the Lease provides that in the event of any action at law or in equity to enforce any of the provisions of the Lease, the party prevailing in such action shall be entitled to recover reasonable attorneys' fees and costs.

19. Plaintiffs have been compelled to commence this litigation for recovery of possession of the Premises and have retained the law firm of Greenberg, Whitcombe & Takeuchi, LLP as their attorneys.

WHEREFORE, Plaintiffs pray for judgment as follows:

1. For immediate possession and restitution of the Premises;

2. For a declaration of forfeiture of the Lease;

3. In the event that Defendants cease to pay the rent required by the Lease after the service of this Complaint, for damages at the rate of $65.67 per day, according to proof at trial, for each day Defendants continue in possession of the Premises after January 31, 2011;

4. For statutory damages of $600.00 pursuant to Code of Civil Procedure § 1174(b);

5. For attorneys' fees and costs of suit incurred herein; and

6. For such other and further relief as the Court may deem just and proper.

Dated: January 27, 2012

GREENBERG, WHITCOMBE & TAKEUCHI, LLP

By: _____
John D. Whitcombe
Attorneys for Plaintiffs

VERIFICATION

I am a Co-Trustee of the Cake Trust and a Co-Trustee of the Wick Trust, which are the plaintiffs in this action.

I have read the forgoing Complaint for Unlawful Detainer and know its contents. The same is true to my own knowledge, except as to those matters which are alleged on information and belief, and as to those matters I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this verification was executed on January 27, 2012, at Torrance, California.

Tammy Wick Reyes

Business Property Lease

THIS LEASE, executed in duplicate Torrance, California,

April 17, 2002 by and between

Ocean West Plaza of

21188 Hawthorne Blvd. Torrance, Ca. 90503 as lessor, and

Hrage Nahabedian of

DBA. Deli Roma as lessee;

WITNESS: That lessor hereby leases to lessee, and lessee hereby hires and takes of and from lessor those certain premises in the city of Torrance, county of Los Angeles, state of California, more particularly described as follows:

3901 Pacific Coast Hwy. #A
Torrance, Ca. 90505
1210 Sq. Ft.

upon the covenants, conditions and agreements hereinafter set forth, to-wit.

1. The term of this lease shall be Five years commencing on the 1st day of May 2002, and ending of the 30th day of April, 2007, unless sooner terminated as hereinafter provided.

2. Said premises shall be used only for the purpose of Deli and take-out International and for no other purpose without the written consent of lessor.

3. Lessor covenants and agrees to pay to lessor as rent for said premises during the full term of this lease, and in addition to all other rent herein provided for, the total sum of One hundred three thousand and eighty. Dollars ($103,080.00), payable in advance as follows, to-wit.

May 1, 2002 thru April 30, 2004 rent is $1695.00 per month.
May 1, 2004 thru April 30, 2006 rent is $1725.00 per month.
May 1, 2006 thru April 30, 2007 rent is $1750.00 per month.

All rentals hereunder shall be paid to lessor by lessee monthly in advance on or before the 1st day of each and every calendar month during the term hereof, except that the sum of $1125.00 being the rent for the first last months rent from prior lease month said, shall be paid upon the execution hereof, receipt whereof is hereby acknowledged by lessor.

Payments to be made by lessee to lessor hereunder shall be payable in lawful money of the United States. All rental shall be payable to lessor at lessor's office or at such other place in said City of Torrance as lessor may designate from time to time in writing. If any installment of rent or any other payment is not paid promptly when due, the same shall bear interest at the rate of ten per cent (10%) per annum from the date when it became due until paid, but this provision shall not be construed to relieve lessee from any default hereunder arising through the failure on the part of lessee to make any payment at the time and in the manner herein specified.

4. In addition to the rent hereinbefore reserved, lessee agrees to pay before delinquency all charges for water, gas heat, electricity power and all other similar charges which may accrue with respect to the demised premises during the term of this lease, whether the same be charged assessed at flat rates, measured by separate meters or prorated.

5. As part of the consideration moving lessor to execute this lease, lessee has paid to lessor concurrently with execution of this lease the sum of N/A Dollars ($N/A), receipt of which is hereby acknowledged by lessor. If this lease be still in effect and if lessee be in possession of the demised premises and not in default hereunder on April 30, 2007 then lessor agrees that lessee will not be required to pay the rentals reserved herein for the balance of the term of this lease. If this lease be terminated prior to the expiration of the full term thereof as herein specified without fault on the part of lessee, in case such termination and surrender prior to 4-30-07 the sum of One thousand one hundred twenty five Dollars ($1125.00), or in case of such termination and surrender on or subsequent to April 1, 2007 an amount equivalent to the rental hereunder for the unexpired portion of the term hereof at the date of such termination and surrender, calculated at a daily rate based on the regular monthly rate.

6. Where necessary herein, the term "lessor" or "lessee" shall apply to the plural, and all terms used in the singular, or in the masculine gender, shall apply to the plural or to the feminine or neuter gender. If "lessee" consists of more than one person, then the covenants, agreements and obligation of "lessee" shall be the joint and several covenants, agreements and obligations of such person.

7. Lessee acknowledges that he has thoroughly examined said premises and that no statements or representations as to the past, present or future condition of repair thereof or of any building of which the same are a part, not herein expressed, have been made by or in behalf of lessor. Lessee agrees, except as herein otherwise provided, to accept said premises in the condition in which the same may be upon the commencement of the term hereof, hereby waiving any claim or right on account thereof, and agrees that lessor, except as herein otherwise provided, shall not be called upon or required at any time to make any improvements, alterations, changes, additions, repairs [illegible] any nature whatsoever in or to said premises or any building of which the same are a part. Lessee expressly [illegible] to require lessor to make repairs at the cost of lessor

EXHIBIT A

any time within.....1 .....days after the happening of such casualty m nate this lease as of the date of the happening of such casua e ev of any termination as herein provided, le shall forthwith surrender the demised premises to lessor, and upon such surr er lessor shall refund to lessee any unearne ent paid by lessee, calculated at a daily rate based on the regular monthly rate. In the event of any damage or destruction as aforesaid, and if this lease be not terminated by the lessor as herein provided, lessor shall proceed with reasonable diligence to restore the demised premises to substantially the condition in which they were immediately prior to the happening of the casualty, with such change as may be required by or under any laws, ordinances or regulations then in effect, and if, in such event, such damage or destruction shall have occurred after the commencement of the term hereof, lessee shall be entitled to a reasonable suspension or diminution of the rental hereunder during the time required for restoration and repair, according to the portion of the demised premises rendered untenantable, taking into consideration the time and extent of interference with the usual conduct of lessee's business therein. It is agreed that unless the parties to this lease can and do agree forthwith upon the extent and amount of the damage and the time required for repairs and restoration, or as to whether said building can be repaired and restored in accordance with the laws, ordinances, regulations and requirements then in effect applicable to buildings of the same class, lessor shall promptly designate a certified architect of the city of Los Angeles, who shall determine such matters, and the determination of such architect shall be final and binding upon the parties to this lease; provided, always, however, that the architect so appointed must be responsible, experienced and, as regards both lessor and lessee, disinterested. In no event shall lessor be liable to lessee for any damages resulting to lessee from the happening of any such fire or other casualty, or from the repair or reconstruction of said premises, or from the termination of this lease, as herein provided, nor shall lessee be released thereby or in any such event from any of his obligations hereunder, except to the extent and upon the conditions expressly stated in this paragraph.

16. If, during the term hereof, any additions, alteration or improvements to or of the demised premises (as distinguished from ordinary repairs and maintenance) are required by any legal or governmental authority or by the laws, ordinances or regulations of any governmental authority, whether adopted heretofore or hereafter, the same shall be made and paid for by lessee.

17. At all times during the term hereof lessee shall allow lessor free access to the demised premises and each and every part thereof for the purpose of inspecting the same, and/or for the purpose of making such repairs, changes, alterations, additions or improvements in or to said premises or said building, as lessor may see fit to make, and/or for the purpose of serving or posting and keeping posted thereon notices provided by Section 1192 of the Civil Procedure of the state of California or by any other law of said state or which lessor may deem to be for the protection of lessor and/or said property; and for the purpose of making alterations, changes, repairs, additions or improvements as aforesaid, lessor may erect scaffolding and other necessary or proper structures. No exercise by lessor of any rights herein reserved shall entitle lessee to damages for any injury or inconvenience occasioned thereby nor shall lessee by reason thereof be entitled to any abatement in rent, but any such work shall be done in such manner as to cause lessee the least inconvenience practicable.

18. No signs or other advertising matter shall be placed, installed or maintained in or about the demised premises without the written consent of the lessor and lessor may remove any signs which are maintained without his consent.

The installation and maintenance of any signs or other advertising matter shall at all times be in strict compliance with any and laws, ordinances and regulations then in effect and applicable thereto. Upon the termination of this lease lessee, at the option of lessor, but at the cost and expense of lessee, shall forthwith remove any and all such signs and other advertising matter, and shall remove the same in a manner satisfactory to lessor. Lessor hereby expressly reserves the right to use the roof and exterior walls of said building for his sole use and benefit, for advertising and/or other purposes, and lessee shall be entitled to no rights thereon or thereto without the written consent of lessor first had and obtained.

19. Lessee expressly agrees to pay promptly for any and all labor done or materials furnished for any work of repair, maintenance, improvement, alteration or addition done by lessee in connection with said premises, and agrees to keep and hold said premises and lessor free, clear and harmless of and from any mechanic's liens or liens of a similar nature that might or could arise by reason of any such work.

20. If at any time during the hereof lessee fails, refuses or neglects to do any of the things to be done by lessee as herein provided, then lessor shall have the right but not the obligation to do the same, but at the cost and on the account of lessee, and, in the event, the amount of any money expended or obligations incurred by lessor together with interest thereon at the rate of ten per be added to the next rental payment coming due hereunder and shall be payable as rent.

21. In event of default at any time by lessee in the payment of the rent herein provided for, or in the performance of any other of his agreements herein contained, or if lessee vacate or abandon the demised premises, then in any or either of such events it shall be lawful for lessor after.....Three (3).....days notice in writing to lessee of said default to declare said demised term ended and to re-enter the premises or any part thereof either with or without process of law, lessee hereby waiving notice of any kind or any demand for possession of the demised premises, or for payment or rent, or lessor, at his option, and without declaring the lease ended may re-enter the premises and occupy or lease the whole or any part thereof for and on account of lessee and on such terms and conditions and for such rent as lessor may deem proper, and may collect said rent or any other rent that may thereafter become payable and apply the same towards the amount due or thereafter to become due from lessee and on account of the expenses of such subletting and any and all other damages sustained by lessor. Should such rental be less than that herein agreed to be paid by lessee, lessee agrees to pay such deficiency to lessor, in advance, on the day of each month hereinbefore specified for payment of rental; and to pay to lessor, forthwith upon any such reletting, the cost and expenses lessor may incur by reason thereof. Lessor may execute any such lease either in his own name or in the name of lessee, as lessor may see fit, and the subtenant therein named shall be under no obligation whatsoever to see to the application by the lessor of any rent collected by lessor from such subtenant, nor shall lessee have any right or authority whatever to collect any rent whatever from such subtenant. Lessor shall not be deemed to have terminated this lease, or the liability of lessee to pay the rent thereafter to accrue, or his liability for damages, by any such re-entry or by any action in unlawful detainer or otherwise, unless lessor notify lessee in writing that he has elected to terminate this lease; and lessee further covenants that the service by lessor of any notice pursuant to the unlawful detainer statutes of the state of California and the surrender of possession by lessee pursuant to such notice shall not (unless lessor elect to the contrary at the time of or at any time subsequent to the service of such notice) be deemed to be a termination of this lease. Nothing herein contained shall be construed as obligating lessor to sublease the whole or any part of the demised premises. In the event of any entry and taking possession of the demised premises as aforesaid, lessor shall have the right but not the obligation to remove therefrom all or any personal property located therein and may place the same in storage at a public warehouse at the expense and risk of the owner or owners thereof.

22. Lessee agrees not to permit said premises to remain vacant or unoccupied for more than 15 consecutive days, except during and for the purpose of the making such repairs or restoration as may become necessary under the provisions hereof.

23. Lessor reserves the right for himself or his agent at reasonable times, to show the demised premises to prospective tenants or purchasers and, during the last sixty days of lessee's tenancy to place and maintain in or upon said premises in one or more conspicuous places, "For Rent," "For Lease" and/or "For Sale" signs.

24. It is agreed that each and all of lessee's covenants and agreements herein contained are conditions, that the time of the performance of each is of the essence of this agreement and that the strict performance of each shall be a condition precedent to the right of lessee to remain in possession of the premises or to have this lease continue in effect.

25. The various rights, options, elections, powers and remedies of lessor contained in this lease shall be construed as cumulative, and no one of them as exclusive of any of the others, or of any right or priority allowed by law. No waiver of any breach of any term or condition of this lease shall be construed to be a waiver of any preceding or succeeding breach of the same or any other term or condition.

26. All notices or demands of any kind which lessor may be required or may desire to serve on lessee under the terms of this lease may be served upon lessee (as an alternative to personal service upon lessee) by leaving a copy of such demand or notice addressed to lessee at the demised premises or by mailing a copy thereof by registered mail at Los Angeles, California, addressed to lessee at demised premises, Los Angeles, California. Service shall be deemed complete at the time of leaving the notice or within two days after mailing the same. If "lessee" consist of more than one person, personal service of any notice or demand of any kind by lessor upon any one of said persons shall be deemed to be and shall be complete service upon all of said persons.

27. The language in all parts of this lease shall be in all cases construed simply according to its fair meaning and not

to lessee or any other pe[illegible] r o[illegible] count of any injury or damage occasioned [illegible] said premises to person or property of any nature or sor[illegible] ve[illegible] wheresoever arising, or for or on account [illegible] ury or damage to persons or property that may result by reason of any [illegible]ent or latent defect, structural or otherwise, in the construction or condition or present or present or future lack of repair of said premises or said building or the wiring, equipment or apparatus therein or thereof, or by or from plumbing, gas, water, steam or other pipes or sewerage, or by or from the use, misuse or disuse of said building or any part thereof or of any equipment therein or apparatus thereof by any other tenant or occupant thereof or by or from any act, omission or neglect of any such other tenant or occupant or by or from acts of owners or occupants of adjoining or contiguous properties, or in any manner whatsoever growing out of the past, present or future condition or use of the demised premises or said building or any part thereof.Lessee covenants and agrees to indemnify and hold harmless lessor from and on account of any and all loss, damage, claim of damage, liability or expense arising out of resulting from any of the matters or things hereinbefore specified, and from and against any and all damage or liability arising from any injury or claim of injury of any nature whatsoever to either persons or property upon said premises, during the term hereof, or arising from any accident or any other occurrence causing injury to any person or property whomsoever or whatsoever and due directly or indirectly to the use, misuse or disuse by lessee or by any person or persons holding under or using the same by license of lessee, or to the condition of the demised premises or any part thereof or any appurtenances or equipment thereof or therein, or arising out of any failure of lessee in any respect to comply with any of the requirements or provisions of this lease

8 Lessee expressly covenants and agrees to use the demised premises in the manner specified in this lease and for the purposes aforesaid, and not to use or suffer or permit to be used said premises or any part thereof in any other manner or for any other purpose without first obtaining the written consent of the lessor. Lessee agrees not to use or suffer or permit to be used said premises or any part thereof for any purpose or use in violation of any laws or ordinances, or of the regulations of any governmental authority, or in any manner that will constitute a nuisance or an unreasonable annoyance to the owners or occupants of adjoining or neighboring property, or to other tenants or occupants of said building, or that will injure the reputation of said building, or for any extra hazardous purpose or in any manner that will violate any policy or policies of insurance, or suspend, avoid, make inoperative or increase the rate of any fire, fire rent or other insurance at any time carried on said building on any of the contents thereof; and lessee further agrees not to permit any auction to be conducted in the demised premises, and not to keep or permit to be kept therein any gasoline, distillate or other combustible petroleum product without first obtaining the written consent of lessor and all insurance companies carrying fire, fire rent or other insurance on said building. Lessee agrees, at his own cost and expense, to conform in every respect to all laws, statues, ordinances and regulations now in force or that may be enacted hereafter, affecting the use or occupancy of the demised premises and lessee expressly covenants and agrees to indemnify and save harmless lessor from any penalties, damage or charges imposed for any violation of any laws, ordinances or regulations whether occasioned by neglect, omission or willful act of lessee or any person in said premises holding or occupying the same or any part thereof under or by license of lessee. Lessee further covenants and agrees not to suffer or permit said premises or any part thereof to be used in any manner that will injure or impair the structural strength of said building, and not to suffer or permit to be installed in said demised premises any machinery or apparatus, the weight or vibration of which will tend to injure or impair the structural strength of said building.

9 Lessee expressly covenants and agrees that he will not sublet said premises or any part thereof, and that he will not transfer, assign, hypothecate or encumber this lease or any part thereof, or any right or interest therein, without first obtaining the written consent of lessor. It is agreed that a material part of the consideration moving lessor to execute this lease is the personal confidence reposed by lessor in lessee herein named, and no corporation or person other than said lessee shall have the right to occupy said premises or any part thereof by virtue of any transfer or assignment, or by virtue of any bankruptcy or insolvency or reorganization proceedings or by virtue of any receivership or by virtue of any other legal process, either under attachment, execution or otherwise or in any manner whatsoever growing out of any proceeding or suit in law or in equity. In the event of any such proceedings being had or taken by or against lessee or by or against his assigns or any of them, or against any interest of lessee or of any of his assigns or successors in interest in this lease or in the demised premises or in the contents thereof, or in the event of any proceedings by or against lessee and/or his assigns or any of them, under or pursuant to any provision of that certain Act of July 1, 1898, entitled, "An Act to establish a uniform system of bankruptcy throughout United States," or any Act amendatory thereof or supplemental thereto, and unless such proceedings are dismissed or such levies released within five days therefrom, lessor shall have the right at his option to terminate this lease immediately. No assignment whatsoever at any time of this lease or of any part thereof or any right or interest therein, whether voluntary or involuntary, or by bankruptcy or operation of law or otherwise, shall be effective or valid without the consent in writing of lessor first had and obtained, and then only upon condition that the assignee shall agree in writing, expressly for the use and benefit of lessor, to carry out, perform and observe each and all of lessee's agreements herein in writing, expressly for the use and benefit of lessor, to carry out perform and observe each and all lessee's agreements herein contained. In the event of an assignment by lessee or by any of his assigns or other successors in interest, neither lessee nor any of his successors in interest shall be released from any liability hereunder; and in the event of default by any such assignee or by any succeeding assignee, in the performance of any of the terms hereof, no notice of such default nor demand of any kind need be served or made on lessee or on any of his successors in interest or assigns to hold him or them liable to lessor. In the event this lease is assigned as aforesaid, lessor may consent to consent to subsequent assignments without notifying lessee or his successors in interest of such assignment, and without obtaining his or their consent thereto. Any assignment or sublease purported to be made otherwise than in strict accordance with the provisions of this lease shall be voidable at the option of lessor, and any attempt to make any such assignment or sublease by lessee or by lessee or by any of his successors in interest, shall be and be deemed a breach of the conditions of this lease. The granting of consent of by lessor to any assignment or sublease shall not be construed as a waiver of any of the conditions herein contained concerning or restricting subleases or assignments, or as authorizing any subsequent assignment or sublease without the written consent of lessor being first had and obtained. Any and all subleases made by the lessee pursuant to the provisions of this lease shall contain the same provisions as are contained in this lease as to restriction on the use of said premises.

10. Lessee expressly covenants and agrees at his own cost expense to keep the demised premises and each and every part thereof including the plumbing in good condition and repair at all times during the term hereof and to make promptly any and all repairs, renewals and replacements which may at any time be necessary or proper to put and keep the premises in as good condition as when received by lessee from lessor, reasonable wear and tear and damage by fire or other casualty excepted; and to replace immediately any and all glass which is now or hereafter installed in the demised premises, should the same or any part thereof be broken, with other glass of the same quality; and that he will keep the premises and all appurtenances thereto in a good, clean, safe and wholesome condition at all times during said term.

11 Lessee expressly covenants and agrees that upon the termination of this lease, whether by the expiration of time or otherwise, he will immediately surrender and deliver up the demised premises to lessor, his agents or attorneys, in as good condition as when received by lessee from lessor, reasonable wear and tear and damage by fire or other casualty excepted; and if lessee or any other person claiming for, through or under him shall hold the premises for any time after the same should have been surrendered under the provisions of this lease he or they shall be deemed guilty of unlawful detainer of said demised premises under the statutes of the state of California and shall be subject to eviction and removal with or without process of law

12 Lessee agrees not to make any additions to or changes or improvements in the demised premises or any part thereof without the consent of lessor first obtained in writing, except those changes, additions and improvements, if any, which lessee is required to make by the provisions of this lease. Any alterations, additions or improvements which may be made in or to said premises shall be the property of lessor and shall remain and be surrendered with the premises upon the termination of this lease

13 Should lessee at any time during the continuance in force of this lease be deprived of the demised premises or any part thereof or any right or interest by condemnation or like proceedings, this lease and each and all of the obligations of lessee shall nevertheless remain in full force and effect and lessee shall not be entitled to compensation or damages in any form from lessor by reason of being so deprived, however, that nothing herein contained shall be construed to deprive lessee of any right it may have in such event to claim compensation or damages of and from any and every person other than lessor.

14. Lessee shall have no claim against lessor for any damages, nor shall lessee be released from any of his obligations hereunder should his possession of said premises be disturbed or interfered with or affected in any manner whatsoever by reason of the passage or adoption of any law, ordinance, resolution or regulation of the City, County, County State or Federal government, or by reason of any act of any legal or governmental authority or of any municipal or other public officer, or in the event that at any time during the term of this lease, under any present or future statute of the State of California, any order of abatement, or any order or judgment preventing the use of the demised premises shall be made upon the ground that the demised premises or any part thereof constitute a nuisance or are used or have been used in violation of law.

15 Should the demised premises or any building of which the same are a part be damaged or destroyed in whole or in part by fire, earthquake or other sudden violent action of the elements or other casualty at any time during the terms of this lease or before the commencement of said term, so that the same cannot be repaired within 15 working days to substantially the condition in which it was immediately prior to the happening of such casualty, or if any such damage or destruction occurring during the last 60 of the term hereof cannot be repaired as aforesaid within 15 days after the happening of such casualty, may terminate this lease as of the date of the happening of such casualty In the event of any damage or destruction, and if, by reason of any laws, ordinances or regulations then in effect, said building cannot be repaired or restored as a building of the same class, then and irrespective of the time within which said building can be repaired or restored, lessor, at

28 Lessee may r m tl demised premises any trade fixtures installe y lessee, and, upon the expiration of the term hereof or t ase of any mination of this lease, all such fixtures sha e removed from the demised premises not later than the time when, under the provisions hereof, lessee is required to surrender possession of the demised premises to lessor The removal of such trade fixtures shall be effected solely at the cost and expense of lessee, and in a manner satisfactory to lessor, and in such manner as will not injure or damage the demised premises or said building, and in case of any such injury or damage lessee covenants and agrees, at his own cost and expense, to repair the same immediately

29 If the lessor, for any reason whatsoever, cannot deliver possession of the said premises to the lessee at the commencement of the said term, as hereinbefore specified, this lease shall not be void or voidable, nor shall the lessor be liable to the lessee for any loss or damage resulting therefrom, but in the event there shall be a proportionate deduction of rent covering the period between the commencement of the said term and the time when the lessor can deliver possession, provided, however that at the option of lessee this lease may be cancelled and all moneys deposited hereon refunded to lessee if possession can not or is not given by N/A, 19

30 Lessee enters into and accepts this lease and the leasehold interest and estate of lessee hereunder subject and subordinate to all mortgages and/or trust deeds which may now and/or hereafter exist or be executed upon or with respect to the real property or premises hereby demised and/or the real property on which said building is situated and/or the improvements at any time thereon and/or the reversionary estate hereunder, and as well any renewals or extensions of any such mortgages and/or trust deeds and lessee covenants and agrees, upon demand therefor, to do any and all things and to execute, acknowledge and deliver any and all instruments that may be necessary, proper or convenient to subordinate this lease and the leasehold interest and estate of lessee hereunder to any such mortgage and/or trust deed and to the lien and provisions thereof

31. Lessee agrees at all times during the term hereof to continue the operation of lessee's business on the premises, to carry in stock on the premises sufficient merchandise fully to stock the same, to maintain an adequate sales force on the premises, to keep the premises open for business during all of each and every business day, and to use the utmost skill and diligence in the conduct of lessee's business in the premises.

32 In the event of any action at law or in equity between lessor and lessee to enforce any of the provisions and/or rights hereunder, and lessor shall prevail in such action, lessee agrees to pay lessor a reasonable attorney's fee, which shall be taxed by the court as part of the costs of such action Should lessor, without fault on his part, be a party to any litigation instituted by or against lessee, lessee covenants to pay to lessor all costs and expenses, including reasonable attorney's fees incurred by lessor in or in connection with such litigation

33 Lessee hereby agrees to each and all of the terms and provisions of this lease, it being further agreed that this lease and each and all of the covenants and obligations hereof shall be binding upon and inure to the benefit of, as the case may require, the parties hereto and as well as their respective heirs, executors, administrators, successors and assigns, subject at all times nevertheless to all agreements and restrictions herein contained with respect to assignment or other transfer of lessee's interest herein

34 Real Property taxes: The "base tax year" hereinafter referred to means the tax fiscal year for which the demised premised are for the first time assessed for real property tax purposes as improved property Tenant agrees to pay to Landlord within Ten (10) days after written demand, therefore, that amount by which the amount of the real property taxes exceed the amount of the real property taxes applicable to the demised premises for the "base tax year"

35 Liability Insurance: At all times during the term of this lease the Lessee shall maintain the general public liability insurance for the protection of Landlord and Tenant against claims for injury to or death of any person or persons arising out of or in connection with the use, disuse, misuse, and/or condition of the demised premises. Liability under such insurance shall be written for Three Hundred Thousand (300,000.00) Dollars for more than one claim, and One Hundred Thousand (100,000.00) Dollars for property damage The policies for such insurance or an certificate under a blanket policy providing such insurance shall be delivered to and held by Landlord

36 Lessee is to carry own plate glass insurance

37. "Any holding over at the end of the lease shall create a month to month tenancy at a monthly rental of $ 1900.00 payable in advance. Any unexercised option shall be forfeited All other terms and conditions remain in full force and effect

38. Existing heating and air conditioning units and vents, if any, are the sole responsibility of lessee. It is lessee's responsibility to maintain any and all heating and air conditioning units.

39. Renewal Option: Lessor further agrees that at the expiration of the five (5) year term the lessee is to have the option to extend a lease for an additional five (5) years. The rental rate is to be negotiated. Such option to be exercised in writing ninety (90) days prior to such expiration.
Rent increase is not to exceed 2% for year 1 and 2.
Increase for year 3,4,5 not to exceed 3%.

Tricia Bouma

Tricia Bouma

Lessor

Hrage Nahabedian

Lessee.

BUSINESS PROPERTY LEASE RENEWAL

This lease renewal, dated, for reference purposes March 28, 2007 is for that certain Business Lease, dated April 17, 2002 by and between Ocean West Plaza. (herein called Lessor) and Hrage Nahabedian (herein called Lessee), for the property located at 3901 Pacific Coast Highway # A, Torrance, Ca. 90505.

Said lease shall renew for a period of FIVE years commencing on May 1, 2007 and ending on April 30, 2012.

Base Rent shall be One Thousand Seven Hundred Eighty Five dollars, ($1,785.00) per month commencing May 1, 2007. Said rent shall be increased by Two percent (2%) to One Thousand Eight Hundred Twenty & 70/100 dollars ($1,820.70) commencing May 1, 2008. Said rent shall be increased by Two percent (2%) to One Thousand Eight Hundred Fifty Seven & 11/100 dollars ($1,857.11) on May 1 2009. Said rent shall be increased by Three percent (3%) to One Thousand Nine Hundred Twelve & 83/100 dollars ($1,912.83) on May 1, 2010. Said rent shall be increased by Three percent (3%) to One Thousand Nine Hundred Seventy & 21/100 dollars ($1,970.21) on May 1, 2011.

Lessor hereby grants Lessee the right to a NEW Standard Triple Net Lease of Lessor's choice for Five (5) years at the conclusion of the above renewal period. Said New Standard Triple Net Lease shall be at Market Rent.

For this renewal all other terms and conditions shall remain as set forth in the above referenced original lease.

Lessee: Hrage Nahbedian

dba Deli Roma

Lessor: Ocean West Plaza

By Mike Jones Agent for Owners

EXHIBIT B

NOTICE OF
LESSEE'S BREACH OF LEASE,
COMMENCEMENT OF PERIOD TO CURE DEFAULTS,
AND LESSOR'S INTENTION TO TERMINATE LEASE
AND TAKE APPROPRIATE LEGAL ACTION

To: Hrage Nahabedian, individually and doing business as Deli Roma
3901 Pacific Coast Highway, Suite A
Torrance, California 90505

YOU ARE HEREBY NOTIFIED THAT:

YOU ARE IN BREACH OF THE BUSINESS PROPERTY LEASE DATED APRIL 17, 2002, AS AMENDED BY A LEASE RENEWAL DATED MARCH 28, 2007 (THE "LEASE"), BY WHICH YOU HOLD POSSESSION OF THE PREMISES LOCATED AT 3901 PACIFIC COAST HIGHWAY, SUITE A, TORRANCE, CALIFORNIA (THE "PREMISES"), BY VIRTUE OF THE FOLLOWING VIOLATIONS OF THE LEASE (THE "DEFAULTS"):

(1) Construction and use of a shed-like structure on the common area adjacent to the Premises in violation of the following provisions of the Lease:

(a) Section 12, which provides: "Lessee agrees not to make any additions to or changes or improvements in the demised premises or any part thereof without the consent of lessor first obtained in writing, except those changes, additions and improvements, if any, which lessee is required to make by the provisions of this lease."

(b) Section 8, which provides: "Lessee agrees not to use or suffer or permit to be used said premises or any part thereof for any purpose or use in violation of any laws or ordinances, or of the regulations of any governmental authority."

(c) Section 8, which provides: "Lessee agrees, at his own cost and expense, to conform in every respect to all laws, statutes, ordinances and regulations now in force or that may be enacted hereafter, affecting the use or occupancy of the demised premises."

EXHIBIT C

(2) Construction and use of a structural addition containing a bar on the common area adjacent to the Premises in violation of the following provisions of the Lease:

(a) Section 12, which provides: "Lessee agrees not to make any additions to or changes or improvements in the demised premises or any part thereof without the consent of lessor first obtained in writing, except those changes, additions and improvements, if any, which lessee is required to make by the provisions of this lease."

(b) Section 8, which provides: "Lessee agrees not to use or suffer or permit to be used said premises or any part thereof for any purpose or use in violation of any laws or ordinances, or of the regulations of any governmental authority."

(c) Section 8, which provides: "Lessee agrees, at his own cost and expense, to conform in every respect to all laws, statutes, ordinances and regulations now in force or that may be enacted hereafter, affecting the use or occupancy of the demised premises."

(3) Construction and use of a second story attic space within the Premises in violation of the following provisions of the Lease:

(a) Section 12, which provides: "Lessee agrees not to make any additions to or changes or improvements in the demised premises or any part thereof without the consent of lessor first obtained in writing, except those changes, additions and improvements, if any, which lessee is required to make by the provisions of this lease."

(b) Section 8, which provides: "Lessee agrees not to use or suffer or permit to be used said premises or any part thereof for any purpose or use in violation of any laws or ordinances, or of the regulations of any governmental authority."

(c) Section 8, which provides: "Lessee agrees, at his own cost and expense, to conform in every respect to all laws, statutes, ordinances and regulations now in force or that may be enacted hereafter, affecting the use or occupancy of the demised premises."

(4) Enclosure, landscaping, and use of an outdoor dining patio on the common area adjacent to the Premises in violation of the following provisions of the Lease:

(a) Section 12, which provides: "Lessee agrees not to make any additions to or changes or improvements in the demised premises or any part thereof without the consent of lessor first obtained in writing, except those changes, additions and improvements, if any, which lessee is required to make by the provisions of this lease."

(b) Section 8, which provides: "Lessee agrees not to use or suffer or permit to be used said premises or any part thereof for any purpose or use in violation of any laws or ordinances, or of the regulations of any governmental authority."

(c) Section 8, which provides: "Lessee agrees, at his own cost and expense, to conform in every respect to all laws, statutes, ordinances and regulations now in force or that may be enacted hereafter, affecting the use or occupancy of the demised premises."

PURSUANT TO SECTION 21 OF THE LEASE, YOU ARE REQUIRED TO REMEDY THE FOREGOING DEFAULTS WITHIN THIRTY (30) DAYS OF YOUR RECEIPT OF THIS NOTICE AND THEREAFTER SUBMIT TO AN INSPECTION OF THE PREMISES BY LESSOR FOR THE PURPOSE OF CONFIRMING THAT ALL DEFAULTS HAVE BEEN REMEDIED.

IF YOU FAIL TO REMEDY THE FOREGOING DEFAULTS WITHIN THIRTY (30) DAYS OF YOUR RECEIPT OF THIS NOTICE, LESSOR HEREBY DECLARES THE LEASE TO BE TERMINATED EFFECTIVE AS OF THE EXPIRATION OF SUCH THIRTY (30) DAY PERIOD, IN ACCORDANCE WITH SECTION 21 OF THE LEASE. IF YOU FAIL TO DELIVER POSSESSION OF THE PREMISES TO LESSOR UPON SUCH TERMINATION, LESSOR SHALL TAKE APPROPRIATE LEGAL ACTION TO HAVE YOU REMOVED FROM THE PREMISES.

Dated: November 18, 2011

GREENBERG, WHITCOMBE & TAKEUCHI, LLP

By: _____
John D. Whitcombe
Attorneys for Tami Wick Reyes as Trustee of the Charles N. Cake Trust FBO Patricia Wick, and Tami Wick Reyes as Trustee of the Wick Family Trust, Lessor

Attorney or Party Without Attorney (Name and Address)	Telephone No.	FOR COURT USE ONLY
MICHAEL J GIBSON GREENBERG, WHITCOMBE & TAKEUCHI L.L.P 21515 HAWTHORNE BLVD SUITE 450 TORRANCE CA 90503 Attorney For (Name): PLAINTIFF	310/540-2000 Ref. No. or File No. W59148/WICK	
Insert name of court and name of judicial district and branch court, if any		
Short Title of Case: WICK		

Invoice No.:	Date:	Time:	Dep./Div.:	Case Number:
509698				

PROOF OF SERVICE

1. AT THE TIME OF SERVICE I WAS AT LEAST 18 YEARS OF AGE AND NOT A PARTY TO THIS ACTION, AND I SERVED COPIES OF THE:

   NOTICE OF LESSEE'S BREACH OF LEASE, ETC.

2. a. PARTY SERVED: HRAGE NAHABEDIAN

   b. PERSON SERVED: HRAGE NAHABEDIAN

   c. ADDRESS: 3901 PACIFIC COAST HIGHWAY, SUITE A TORRANCE CA 90505

   I SERVED THE PARTY NAMED IN ITEM 2
   a. BY PERSONALLY DELIVERING THE COPIES
   ON: 11/18/11
   AT: 01:57 PM

4. PERSON SERVING:KIM UY FEE FOR SERVICE:$68.50

SIGNAL ATTORNEY SERVICE, INC.
P.O. Box 91985
Long Beach CA 90809
(562)595-1337 FAX(562)595-6294

d. Registered California process server
(1) [x] Employee or [ ] Independant Contractor
(2) Registration No. 6485
(3) County: LOS ANGELES
(4) Expiration: 02/11/12

I declare under penalty of perjury, under the laws of the State of California, and of the United States of America that the foregoing is true and correct

DATE: 11/22/11

SIGNATURE

EXHIBIT D

2

CIV-110

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
John D. Whitcombe (#1385421)
Michael J. Gibson (#115657)
GREENBERG, WHITCOMBE, & TAKEUCHI, LLP
21515 Hawthorne Blvd., Ste. 450
Torrance, CA 90503

TELEPHONE NO.: 310-540-2000 FAX NO. (Optional): 310-540-6609
E-MAIL ADDRESS (Optional): mgibson@gwtllp.com
ATTORNEY FOR (Name): Plaintiffs Patricia Wick, etc.

FOR COURT USE ONLY

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court
APR 03 2012
JOHN A. CLARKE, CLERK
BY H. ANDERSON, DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: Torrance Courthouse
MAILING ADDRESS: 825 Maple Avenue
CITY AND ZIP CODE: Torrance, CA 90503
BRANCH NAME: Southwest

PLAINTIFF/PETITIONER: PATRICIA WICK, et al.

DEFENDANT/RESPONDENT: HRAGE NAHABEDIAN, et al.

REQUEST FOR DISMISSAL
[ ] Personal Injury, Property Damage, or Wrongful Death
[ ] Motor Vehicle [ ] Other
[ ] Family Law [ ] Eminent Domain
[X] Other (specify): Unlawful Detainer

CASE NUMBER:
SB12Z00162

- A conformed copy will not be returned by the clerk unless a method of return is provided with the document. -

1. TO THE CLERK: Please dismiss this action as follows:
   a. (1) [ ] With prejudice (2) [X] Without prejudice
   b. (1) [ ] Complaint (2) [ ] Petition
   (3) [ ] Cross-complaint filed by (name): on (date):
   (4) [ ] Cross-complaint filed by (name): on (date):
   (5) [X] Entire action of all parties and all causes of action
   (6) [ ] Other (specify):*

2. (Complete in all cases except family law cases.)
   [ ] Court fees and costs were waived for a party in this case. (This information may be obtained from the clerk. If this box is checked, the declaration on the back of this form must be completed).

Date: April 3, 2012

Michael J. Gibson
(TYPE OR PRINT NAME OF [X] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

▶ Michael J. Gibson
(SIGNATURE)

Attorney or party without attorney for: Patricia Wick, et al.
[X] Plaintiff/Petitioner [ ] Defendant/Respondent
[ ] Cross - complainant

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

3. TO THE CLERK: Consent to the above dismissal is hereby given.**
   Date:

(TYPE OR PRINT NAME OF [ ] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

▶
(SIGNATURE)

Attorney or party without attorney for:
[ ] Plaintiff/Petitioner [ ] Defendant/Respondent
[ ] Cross - Complainant

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (l) or (j).

(To be completed by clerk)
4. [X] Dismissal entered as requested on (date): 4-3-2012
5. [ ] Dismissal entered on (date): as to only (name):
6. [ ] Dismissal not entered as requested for the following reasons (specify):

7. a. [ ] Attorney or party without attorney notified on (date):
   b. [ ] Attorney or party without attorney not notified. Filing party failed to provide
   [ ] a copy to be conformed [ ] means to return conformed copy

Date: 4-3-2012 Clerk, by _____, Deputy

Legal Solutions Plus

CIV-110

PLAINTIFF/PETITIONER: PATRICIA WICK, et al. DEFENDANT/RESPONDENT: HRAGE NAHABEDIAN, et al.	CASE NUMBER: SB12Z00162

Declaration Concerning Waived Court Fees

The court has a statutory lien for waived fees and costs on any recovery of $10,000 or more in value by settlement, compromise, arbitration award, mediation settlement, or other recovery. The court's lien must be paid before the court will dismiss the case.

1. The court waived fees and costs in this action for *(name)*:

2. The person in item 1 *(check one)*:
   a. ☐ is not recovering anything of value by this action.
   b. ☐ is recovering less than $10,000 in value by this action.
   c. ☐ is recovering $10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*

3. ☐ All court fees and costs that were waived in this action have been paid to the court *(check one)*: ☐ Yes ☐ No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

_____ ▶ _____

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION) (SIGNATURE)

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 21515 Hawthorne Boulevard, Suite 450, Torrance, California 90503-6531.

On April 3, 2012, I served the foregoing document(s) described as REQUEST FOR DISMISSAL on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Brent Ayscough, Esq.
Ayscough & Marar
23110 Crenshaw Boulevard, Suite A
Torrance, CA 90505-3025

( ) **BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Torrance, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit. *CCP §1013(a); Fed. Rule Civ. Proc. 5(b).*

( ) **BY PERSONAL SERVICE:** I delivered such envelope by hand to the offices of the addressee. *CCP §1011; Fed. Rule Civ. Proc. 5(b).*

(X) **BY PERSONAL SERVICE BY MESSENGER:** I caused such envelope to be given to an employee of Greenberg, Whitcombe, and Takeuchi, LLP with instructions to hand deliver such envelope to the above-referenced law offices on March 1, 2012. *CCP §1011(a); Fed. Rule Civ. Proc. 5(b).*

( ) **BY EXPRESS MAIL/FEDERAL EXPRESS:** I am "readily familiar" with the firm's practice of collection and processing correspondence for express mail/Federal Express. Under that practice it would be deposited with the U.S. Postal Service/Federal Express on that same day with postage thereon fully prepaid at Torrance, California, in the ordinary course of business. *CCP §1013(c).*

( ) **BY FACSIMILE:** In addition to the above service by mail, hand delivery or express mail/Federal Express, I caused said document(s) to be transmitted by facsimile transmission on that same day at approximately _____ a.m./p.m. *CCP §1013(e).*

( ) **BY EMAIL:** In addition to the above service by mail, hand delivery or express mail/Federal Express, I caused said document(s) to be transmitted by electronic transmission on that same day at approximately _____ a.m./p.m. *CCP §1010.6.*

(X) **STATE** I declare under penalty of perjury under the laws of the State of California that the above is true and correct. *CCP §2015.5.*

( ) **FEDERAL** I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. *28 U.S.C. §1746.*

Executed on April 3, 2012, at Torrance, California.

Christie Liu

CIV-120

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)	FOR COURT USE ONLY
John D. Whitcombe (#1385421) Michael J. Gibson (#115657) GREENBERG, WHITCOMBE, & TAKEUCHI, LLP 21515 Hawthorne Blvd., Ste. 450 Torrance, CA 90503 TELEPHONE NO.: 310-540-2000 FAX NO.: 310-540-6609 E-MAIL ADDRESS: mgibson@gwtllp.com ATTORNEY FOR (Name): Plaintiffs Patricia Wick, etc.	APR 0 4 2012
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: Torrance Courthouse MAILING ADDRESS: 825 Maple Ave. CITY AND ZIP CODE: Torrance, CA 90503 BRANCH NAME: Southwest	
PLAINTIFF/PETITIONER: PATRICIA WICK, et al. DEFENDANT/RESPONDENT: HRAGE NAHABEDIAN, et al.	
NOTICE OF ENTRY OF DISMISSAL AND PROOF OF SERVICE [ ] Personal Injury, Property Damage, or Wrongful Death [ ] Motor Vehicle [ ] Other [ ] Family Law [ ] Eminent Domain [X] Other (specify): Unlawful detainer	CASE NUMBER SB12Z00162

TO ATTORNEYS AND PARTIES WITHOUT ATTORNEYS: A dismissal was entered in this action by the clerk as shown on the *Request for Dismissal. (Attach a copy completed by the clerk.)*

Date: April 3, 2012

Michael J. Gibson
(TYPE OR PRINT NAME OF [X] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

▶ Michael J. Gibson
(SIGNATURE)

PROOF OF SERVICE

1. I am over the age of 18 and not a party to this cause. My residence or business address is:
   21515 Hawthorne Blvd., Torrance, CA 90503
2. [X] I am a resident of or employed in the county where the mailing occurred. I served a copy of the *Notice of Entry of Dismissal* and *Request for Dismissal* by mailing them, in a sealed envelope with postage fully prepaid, as follows:
   a. [ ] I deposited the envelope with the United States Postal Service.
   b. [X] I placed the envelope for collection and processing for mailing following this business's ordinary practice with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.
   c. Date of deposit: April 3, 2012 d. Place of deposit *(city and state)*: 21515 Hawthorne Blvd., Torrance, CA 90503
   e. Addressed as follows *(name and address)*:
   Brent Ayscough, Esq., Ayscough & Marar, 23110 Crenshaw Boulevard, Suite A, Torrance, CA 90505
3. [ ] I served a copy of the *Notice of Entry of Dismissal and Request for Dismissal* by personally delivering copies as shown below:
   a. Name of person served:
   b. Address at which person served:
   c. On (*date*): d. At (*time*):
4. [ ] I served a copy of the *Notice of Entry of Dismissal* and *Request for Dismissal* by electronically serving copies as shown below *(complete if electronic service is used based on a court order or agreement of the parties)*:
   a. Name of person served:
   b. Electronic service address of person served:
   c. On (*date*): d. At (*time*):
   e. Electronic service address from which I served the documents:
   [ ] Proof of electronic service is attached.
5. [ ] Proof of service on additional parties is attached.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: April 3, 2012

Christie Liu
(TYPE OR PRINT NAME)

▶
(SIGNATURE OF DECLARANT)

3

Ayscough & Marar
Brent Ayscough, Esq., # 53083
Sidney Lanier, Esq., # 119948
23110 Crenshaw Blvd., # A
Torrance, CA 90505-3025
(310) 534-5888

Attorneys for Plaintiffs

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court
APR 24 2012
John A. Clarke, Executive Officer/Clerk
By A. Allen, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

HRAGE NAHABEDIAN, individually and dba Deli Roma, Plaintiff, vs. PATRICIA WICK and TAMMY REYES, CO-TRUSTEES OF THE CHARLES N. CAKE TRUST FBO PATRICIA WICK, AND DAN WICK, PATRICIA WICK, AND TAMMY WICK REYES, CO-TRUSTEES OF THE WICK FAMILY TRUST UDT FEBRUARY 13, 2007, and DOES 1 through 25, inclusive, Defendants.	Case No.: YC066962 COMPLAINT FOR DECLARATORY RELIEF Unlimited Case CASE ASSIGNED FOR ALL PURPOSES TO Judge DUDLEY W. GRAY II Dept. M Div.

Plaintiff alleges:

1. Plaintiff is informed and believes that defendants Patricia Wick and Tammy Wick Reyes are the duly appointed Co-Trustees of the Charles N. Cake Trust FBO Patricia Wick. ("The Cake Trust"). The Cake Trust holds an undivided one-half ownership interest as a tenant-in-common in the shopping center commonly known as Ocean West Plaza and located at 3901 Pacific Coast Highway in the City of Torrance, County of Los Angeles, State of California ("Shopping Center").

2. Plaintiff are informed and believe that defendants Dan Wick, Patricia Wick, and Tammy Wick Reyes are the duly appointed co-trustees of the Wick Family Trust established under a declaration of trust dated February 13, 2007, as subsequently amended ("The Wick Trust"). The Wick Trust holds until an undivided one-half ownership interest as tenants-in-common in the Shopping Center.

3. Plaintiff is informed and believes and based thereon alleges that defendant Tammy Reyes is, and at all times hereinmentioned was, a resident of Los Angeles County, California.

4. Plaintiff is informed and believes and based thereon alleges that defendant Dan Wick and Patricia Wick have a residence in Los Angeles County.

5. The subject of this complaint concerns real property and contractual and related rights directly concerning said real property. Said real property is located at 3901 "A" Pacific Coast Highway, City of Torrance, County of Los Angeles, State of California 90505, which is located within the Shopping Center. Said property is hereinafter referred to as "3901 A".

6. Plaintiff, Hrage Nahabedian, is an individual who, at all relevant times, has been and is conducting business under the fictitious name of "Deli Roma, which business has its sole location at 3901 A. Plaintiff is a resident of Los Angeles County, California. .

7. Plaintiff is unaware of the true names and capacity of defendants Does 1 through 25, and therefore sues such defendants by such fictitious names pursuant to §474 of the California Code of Civil Procedure. Plaintiff will seek leave of the court, as may be necessary, to amend the complaint when the true names and capacities of such defendants have been determined.

8. On or about December 18, 1985, plaintiff, as tenant, and defendants' predecessor Judy Cake, the mother of Patricia Cake, as landlord entered into an initial

lease agreement for the 3901 A. Thereafter 3901 A was managed by successors of Judy Cake. Plaintiff and defendants' predecessors subsequently entered into additional 5 year lease agreements on January 23, 1987, February 27, 1992, and May 2, 1997. On April 17, 2002, plaintiff and defendants entered into the current lease agreement for the premises. A true and correct copy of such current lease agreement is attached to this complaint as Exhibit "A" and is incorporated by this reference. Such current lease agreement was subsequently extended by a lease renewal agreement dated March 28, 2007. A true and correct copy of such lease renewal agreement is attached hereto as Exhibit "B"and is incorporated by this reference. Such current lease agreement, as subsequently extended by such lease renewal agreement, is hereinafter referred to as the "Lease". The renewal agreement granted plaintiff a renewal right of 5 years beginning at the expiration of the current term on April 30, 2012.

9. Plaintiff has performed all his obligations under the Lease.

10. Actual controversies have arisen and now exist between the plaintiff and the defendants concerning their respective rights and duties concerning the Lease. Those controversies are:

a) Plaintiff contends that he has validly exercised the renewal option for a five year extension pursuant to terms of the lease, whereas defendants contend that he did not have the right to exercise the option because defendants contend that at the time of exercise of the option in December 2011 plaintiff was in breach of the lease. Defendants brought suit to evict plaintiff by an unlawful detainer action filed January 30, 2012, as case # SB12Z0012, contending plaintiff was in breach of the lease. Defendants dismissed said case the day before trial on April 3, 2012. Plaintiff denies defendants' contentions of being in breach of the lease, and prevailed in the said lawsuit.

b) The renewal of the present Lease is for 5 years at market rent. A dispute has

arisen between plaintiffs and defendants as to what is market rent.

c) Plaintiff contends that the nature, size, and value of Suite A have been changed by reasons of defendants' conduct which reduced the value of it and that he is therefore entitled to offsets against future rent and all rent paid after the reduction, taking into consideration the resulting diminution of the value of the property. Defendants deny these contentions.

d) Plaintiff contends that the fair market value referred to in Exhibit B for the remaining 5 years of lease must be determined by including all taxes, common area charges, and other charges that defendants seek to add to the rent, whereas defendants contend those charges are in addition to fair market value of Suite A.

e) Plaintiff contend that defendants removed his sign and never returned it, and that he is entitled to an offset against future rents for the replacement cost of approximately $8,000, which defendants deny and deny his entitlement.

f) Defendants have granted another establishment in the shopping center, called Chicken Maison, to expand very soon in size and concept, and to allow it to change from take out food only to a restaurant with seating with tables and chairs, and to serve wine and beer, which will take up an approximate amount of 25 or more parking spaces at lunch time. There is insufficient parking spaces for these extra cars at lunchtime, and in addition the additional traffic will create ingress and egress problems such that fewer people will frequent plaintiff's Deli Roma, thereby diminishing the amount of customers that plaintiff will have at its busy time of lunch, and that this will diminish the rental value of Suite A. Defendants deny this and deny his entitlement.

g) Defendants contend that plaintiff expanded Suite A by addition of an attic and that he must remove it or get a permit for it from the City of Torrance; Plaintiff denies he added the attic and contends that defendants must obtain any needed permits for said attic

at their expense.

h) Plaintiff contends that an expansion wall in the back of the kitchen that was moved by defendants about 1997 was done without permits, and that defendants must obtain all needed permits for said wall at their expense. Defendants refuse to do this.

i) Plaintiff contends that a patio that was added by Judy Cake, the deceased mother of Patricia Cake, added in the late 1980's, which was used by plaintiff for customers, and which plaintiff had to remove about 2 months ago, due to repeated complaints by defendants to the City of Torrance, must be replaced by defendants with whatever modifications the City may require, and tgis must be done by defendants at their expense, including any and all needed architectural plans, permits, conditional use permits, and other efforts and charges needed to replace the patio with a conforming one. Plaintiff further contends that he is entitled to diminution in future rents, and offsets from rents paid from the time that patio was removed until it is replaced. Defendants deny this entitlement.

j) Plaintiff contends that he is entitled to all costs and expenses of every kind and nature he incurred and will incur in removing the patio and an addition. Work in this regard is ongoing at this time. Defendants deny this.

k) Plaintiff and defendants disagree that plaintiff is entitled to offsets for these matters mentioned above from future rents, and plaintiff contends that this must be decided by the court. Defendants contend that if plaintiff will not accept the increased rent that they want by April 30, 2012, that he must vacate Suite A and forever lose his right to occupy it thereafter. Plaintiff denies this contention of defendants.

l) Defendant Tammy Reyes contends that she can come into Suite A at her whim and caprice and threaten plaintiff and cause disturbance in from of plaintiff's staff and customers as she has in the past. Plaintiff contends that any renewal of the Lease must

contain a provision preventing this. Defendants deny this.

11. Plaintiff desires and is entitled to a judicial determination of his rights and duties with respect to Suite A, and a declaration as to his entitlement to offsets against future rent for each of the above matters.

12. A judicial declaration is necessary and appropriate at this time under the circumstances in order that plaintiff may ascertain and have certain his rights and duties under the renewal of the lease. Plaintiff requests the court declare and order that plaintiff be compensated for any financial burden caused by the defendants and for the unsettled statement of affairs, after they are settled as set forth above, and that all such compensation be deducted from the rent as offsets. Plaintiff has offered to preserve the status quo by continuing to pay the existing rent until these matters are resolved by the court.

WHEREFORE plaintiff prays for a declaration judgment as follows:

1.That plaintiff has a contract right to a five year extension and pursuant to his exercise in December 2011 of his option for a 5 year extension and an order declaring the 5 year extension a valid extension.

2. Setting the diminished value of Suite A as caused by the conduct of defendants.

3. Allowing the amount found to be owing plaintiff to be deducted as an offset from rents due under the 5 year extension from the date of the renewal forward, which is May 1, 2012.

4. Setting the offset amount plaintiff is entitled to for the loss of the sign, in the amount of $8,000.

5. Setting the total amount due defendants comparing comparable spaces in the area, and that triple net and any common area charges be fixed or limited, and that they be taken into consideration in setting the total amount that is due under the new lease.

6. That the amount of the new lease take into consideration the diminished amount of Suite A due to the usurpation of the parking lot by the expansion of tenant Chicken Maison. .

7. That defendants be ordered to present all necessary plans, architectural plans and engineering, and applications, at their expense, to make legal Suite A with the City including all permits including building permits, conditional use permits, and other steps reasonably necessary to restore Suite A, and that this be within 30 days.

8. That defendants provide proper plans for a new patio at their expense for approval to plaintiff, and that said plans be for a patio sufficiently large enough to serve guests with food, beer and wine; and that upon plaintiff's approval defendants submit them to the City of Torrance with all requirements met for a building permit, including any necessary conditional use permits, and that defendant pay for the prompt installation of said new patio, with all expenses paid by defendants. Further, that this be done as soon as is reasonably practicable.

9. Requiring the new lease to contain protective provisions protecting plaintiff from harassment by Tammy Reyes in Suite A.

10. For such other declarations that may be necessary of and concerning Suite A, the Shopping Center, of the respective right and duties of the defendants of and concerning Suite A, a new lease, and regarding the effect on the rental value of the property of the removal of the patio and other parking overcrowding and other diminution of the premises due to defendants' conduct;

11. For a declaration of setoff against future rent for the value of plaintiff's sign, monies spent by plaintiff regarding the patio and other destruction of the leased property including diminution of future rental value due.

12. For such temporarily relief to preserve the status quo, as may be necessary

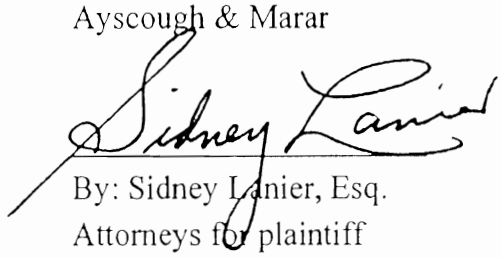
upon proper application;

13. For costs of suit herein incurred, including attorney's fees pursuant to the lease and as allowable by law;

14. For such other and further relief as the court may deem just and proper.

Dated: April 23, 2012.

Ayscough & Marar



By: Sidney Lanier, Esq.
Attorneys for plaintiff

Business Property Lease

THIS LEASE, executed in duplicate Torrance, California,

April 17, 2002 by and between

Ocean West Plaza of

21188 Hawthorne Blvd. Torrance, Ca. 90503 as lessor, and

Hrage Nahabedian of

DBA. Deli Roma as lessee

WITNESS That lessor hereby leases to lessee and lessee hereby hires and takes of and from lessor those certain premises in the city of Torrance county of Los Angeles state of California, more particularly described as follows

3901 Pacific Coast Hwy. #A
Torrance, Ca. 90505
1210 Sq. Ft.

upon the covenants conditions and agreements hereinafter set forth, to-wit

1 The term of this lease shall be Five years

commencing on the 1st day of May 2002 and ending of the 30th day of April, 2007 unless sooner terminated as hereinafter provided

2 Said premises shall be used only for the purpose of. Deli and take-out International

and for no other purpose without the written consent of lessor

3 Lessor covenants and agrees to pay to lessor as rent for said premises during the full term of this lease, and in addition to all other rent herein provided for the total sum of One hundred three thousand and eighty. Dollars ($103,080.00).

payable in advance as follows to-wit

May 1, 2002 thru April 30, 2004 rent is $1695.00 per month.
May 1, 2004 thru April 30, 2006 rent is $1725.00 per month.
May 1, 2006 thru April 30, 2007 rent is $1750.00 per month.

All rentals hereunder shall be paid to lessor by lessee monthly in advance on or before the 1st day of each and every calendar month during the term hereof except that the sum of $ 1125.00 being the rent for the first last months rent from prior lease of said, shall be paid upon the execution hereof receipt whereof is hereby acknowledged by lessor

Payments to be made by lessee to lessor hereunder shall be payable in lawful money of the United States All rental shall be payable to lessor at lessor's office or at such other place in said City of Torrance as lessor may designate from time to time in writing If any installment of rent or any other payment is not paid promptly when due the same shall bear interest at the rate of ten per cent (10%) per annum from the date when it became due until paid but this provision shall not be construed to relieve lessee from any default hereunder arising through the failure on the part of lessee to make any payment at the time and in the manner herein specified

4 In addition to the rent hereinbefore reserved lessee agrees to pay before delinquency all charges for water gas heat electricity power and all other similar charges which may accrue with respect to the demised premises during the term of this lease whether the same be charged assessed at flat rates measured by separate meters or prorated

5 As part of the consideration moving lessor to execute this lease, lessee has paid to lessor concurrently with execution of this lease the sum of N/A Dollars ($ N/A), receipt of which is hereby acknowledged by lessor If this lease be still in effect and if lessee be in possession of the demised premises and not in default hereunder on April 30, 2007 then lessor agrees that lessee will not be required to pay the rentals reserved herein for the balance of the term of this lease If this lease be terminated prior to the expiration of the full term thereof as herein specified without fault on the part of lessee in case such termination and surrender prior to 4-30-07 the sum of One thousand one hundred twenty five Dollars ($1125.00), or in case of such termination and surrender on or subsequent to April 1, 2007 an amount equivalent to the rental hereunder for the unexpired portion of the term hereof at the date of such termination and surrender, calculated at a daily rate based on the regular monthly rate

6. Where necessary herein the term "lessor" or "lessee" shall apply to the plural and all terms used in the singular, or in the masculine gender shall apply to the plural or to the feminine or neuter gender If "lessee" consists of more than one person, then the covenants, agreements and obligation of "lessee" shall be the joint and several covenants, agreements and obligations of such person

7 Lessee acknowledges that he has thoroughly examined said premises and that no statements or representations as to the past, present or future condition of repair thereof or of any building of which the same are a part, not herein expressed, have been made by or in behalf of lessor Lessee agrees, except as herein otherwise provided, to accept said premises in the condition in which the same may be upon the commencement of the term hereof, hereby waiving any claim or right on account thereof, and agrees that lessor, except as herein otherwise provided, shall not be called upon or required at any time to make any improvements, alterations changes, additions, repairs or replacements of any nature whatsoever in or to said premises or any building of which the same are a part. Lessee expressly waives any right to require lessor to make repairs at the cost of lessor

PW-017

Ex A

to lessee or any other person for or on account of any injury or damage occasioned in or about said premises to persons or property of any nature or sort whatsoever or wheresoever arising, or for or on account of any injury or damage to persons or property that may result by reason of any patent or latent defect, structural or otherwise, in the construction or condition or present or future lack of repair of said premises or said building or the wiring, equipment or apparatus therein or thereof, or by or from plumbing, gas, water, steam or other pipes or sewerage, or by or from the use, misuse or disuse of said building or any part thereof or of any equipment therein or apparatus thereof by any other tenant or occupant thereof or by or from any act, omission or neglect of any such other tenant or occupant or by or from acts of owners or occupants of adjoining or contiguous properties, or in any manner whatsoever growing out of the past, present or future condition or use of the demised premises or said building or any part thereof Lessee covenants and agrees to indemnify and hold harmless lessor from and on account of any and all loss, damage, claim of damage, liability or expense arising out of or resulting from any of the matters or things hereinbefore specified, and from and against any and all damage or liability arising from any injury or claim of injury of any nature whatsoever to either persons or property upon said premises, during the term hereof, or arising from any accident or any other occurrence causing injury to any person or property whomsoever or whatsoever and due directly or indirectly to the use, misuse or disuse by lessee or by any person or persons holding under or using the same by license of lessee, or to the condition of the demised premises or any part thereof or any appurtenances or equipment thereof or therein, or arising out of any failure of lessee in any respect to comply with any of the requirements or provisions of this lease.

8. Lessee expressly covenants and agrees to use the demised premises in the manner specified in this lease and for the purposes aforesaid, and not to use or suffer or permit to be used said premises or any part thereof in any other manner or for any other purpose without first obtaining the written consent of the lessor. Lessee agrees not to use or suffer or permit to be used said premises or any part thereof for any purpose or use in violation of any laws or ordinances, or of the regulations of any governmental authority, or in any manner that will constitute a nuisance or an unreasonable annoyance to the owners or occupants of adjoining or neighboring property, or to other tenants or occupants of said building, or that will injure the reputation of said building, or for any extra hazardous purpose or in any manner that will violate any policy or policies of insurance, or suspend, avoid, make inoperative or increase the rate of any fire, fire rent or other insurance at any time carried on said building or on any of the contents thereof; and lessee further agrees not to permit any auction to be conducted in the demised premises, and not to keep or permit to be kept therein any gasoline, distillate or other combustible petroleum product without first obtaining the written consent of lessor and all insurance companies carrying fire, fire rent or other insurance on said building Lessee agrees, at his own cost and expense, to conform in every respect to all laws, statutes, ordinances and regulations now in force or that may be enacted hereafter, affecting the use or occupancy of the demised premises and lessee expressly covenants and agrees to indemnify and save harmless lessor from any penalties, damages or charges imposed for any violation of any laws, ordinances or regulations whether occasioned by neglect, omission or willful act of lessee or any person in said premises holding or occupying the same or any part thereof under or by license of lessee. Lessee further covenants and agrees not to suffer or permit said premises or any part thereof to be used in any manner that will injure or impair the structural strength of said building, and not to suffer or permit to be installed in said demised premises any machinery or apparatus, the weight or vibration of which will tend to injure or impair the structural strength of said building.

9. Lessee expressly covenants and agrees that he will not sublet said premises or any part thereof, and that he will not transfer, assign, hypothecate or encumber this lease or any part thereof, or any right or interest therein, without first obtaining the written consent of lessor. It is agreed that a material part of the consideration moving lessor to execute this lease is the personal confidence reposed by lessor in lessee herein named, and no corporation or person other than said lessee shall have the right to occupy said premises or any part thereof by virtue of any transfer or assignment, or by virtue of any bankruptcy or insolvency or reorganization proceedings or by virtue of any receivership or by virtue of any other legal process, either under attachment, execution or otherwise or in any manner whatsoever growing out of any proceeding or suit in law or in equity. In the event of any such proceedings being had or taken by or against lessee or by or against his assigns or any of them, or against any interest of lessee or of any of his assigns or successors in interest in this lease or in the demised premises or in the contents thereof, or in the event of any proceedings by or against lessee and/or his assigns or any of them, under or pursuant to any provision of that certain Act of July 1, 1898, entitled, "An Act to establish a uniform system of bankruptcy throughout the United States," or any Act amendatory thereof or supplemental thereto, and unless such proceedings are dismissed or such levies released within five days therefrom, lessor shall have the right at his option to terminate this lease immediately. No assignment whatsoever at any time of this lease or of any part thereof or any right or interest therein, whether voluntary or involuntary, or by bankruptcy or operation of law or otherwise, shall be effective or valid without the consent in writing of lessor first had and obtained, and then only upon condition that the assignee shall agree in writing, expressly for the use and benefit of lessor, to carry out, perform and observe each and all of lessee's agreements herein contained. In the event of an assignment by lessee or by any of his assigns or other successors in interest, neither lessee nor any of his successors in interest shall be released from any liability hereunder; and in the event of default by any such assignee or by any succeeding assignee, in the performance of any of the terms hereof, no notice of such default nor demand of any kind need be served or made on lessee or on any of his successors in interest or assigns to hold him or them liable to lessor. In the event this lease is assigned as aforesaid, lessor may consent to subsequent assignments without notifying lessee or his successors in interest of such assignment, and without obtaining his or their consent thereto. Any assignment or sublease purported to be made otherwise than in strict accordance with the provisions of this lease shall be voidable at the option of lessor, and any attempt to make any such assignment or sublease by lessee or by any of his successors in interest, shall be and be deemed a breach of the conditions of this lease. The granting of consent by lessor to any assignment or sublease shall not be construed as a waiver of any of the conditions herein contained concerning or restricting subleases or assignments, or as authorizing any subsequent assignment or sublease without the written consent of lessor being first had and obtained. Any and all subleases made by the lessee pursuant to the provisions of this lease shall contain the same provisions as are contained in this lease as to restriction on the use of said premises.

10. Lessee expressly covenants and agrees at his own cost and expense to keep the demised premises and each and every part thereof including the plumbing in good condition and repair at all times during the term hereof and to make promptly any and all repairs, renewals and replacements which may at any time be necessary or proper to put and keep the premises in as good condition as when received by lessee from lessor, reasonable wear and tear and damage by fire or other casualty excepted; and to replace immediately any and all glass which is now or hereafter installed in the demised premises, should the same or any part thereof be broken, with other glass of the same quality; and that he will keep the premises and all appurtenances thereto in a good, clean, safe and wholesome condition at all times during said term.

11 Lessee expressly covenants and agrees that upon the termination of this lease, whether by the expiration of time or otherwise, he will immediately surrender and deliver up the demised premises to lessor, his agents or attorneys, in as good condition as when received by lessee from lessor, reasonable wear and tear and damage by fire or other casualty excepted; and if lessee or any other person claiming for, through or under him shall hold the premises for any time after the same should have been surrendered under the provisions of this lease he or they shall be deemed guilty of unlawful detainer of said demised premises under the statutes of the state of California and shall be subject to eviction and removal with or without process of law.

12. Lessee agrees not to make any additions to or changes or improvements in the demised premises or any part thereof without the consent of lessor first obtained in writing, except those changes, additions and improvements, if any, which lessee is required to make by the provisions of this lease. Any alterations, additions or improvements which may be made in or to said premises shall be the property of lessor and shall remain and be surrendered with the premises upon the termination of this lease.

13. Should lessee at any time during the continuance in force of this lease be deprived of the demised premises or any part thereof or any right or interest therein by condemnation or like proceedings, this lease and each and all of the obligations of lessee shall nevertheless remain in full force and effect and lessee shall not be entitled to compensation or damages in any form from lessor by reason of being so deprived, provided, however, that nothing herein contained shall be construed to deprive lessee of any right it may have in such event to claim compensation or damages of and from any and every person other than lessor

14. Lessee shall have no claim against lessor for any damages, nor shall lessee be released from any of his obligations hereunder should his possession of said premises be disturbed or interfered with or affected in any manner whatsoever by reason of the passage or adoption of any law, ordinance, resolution or regulation of the City, County, State or Federal government, or by reason of any act of any legal or governmental authority or of any municipal or other public officer, or in the event that at any time during the term of this lease, under any present or future statute of the State of California, any order of abatement, or any order or judgment preventing the use of the demised premises shall be made upon the ground that the demised premises or any part thereof constitute a nuisance or are used or have been used in violation of law.

15. Should the demised premises or any building of which the same are a part be damaged or destroyed in whole or in part by fire, earthquake or other sudden violent action of the elements or other casualty at any time during the terms of this lease or before the commencement of said term, so that the same cannot be repaired within.....15.....working days to substantially the condition in which it was immediately prior to the happening of such casualty, or if any such damage or destruction occurring during the last.....90.....of the term hereof cannot be repaired as aforesaid within.....15.....working days, lessor, at his option, at any time within.....15.....days after the happening of such casualty, may terminate this lease as of the date of the happening of such casualty. In the event of any damage or destruction, and if, by reason of any laws, ordinances or regulations then in effect, said building cannot be repaired or restored as a building of the same class, then, and irrespective of the time within which said building can be repaired or restored, lessor, at

any time within 15 days after the happening of such casualty may terminate this lease as of the date of the happening of such casualty. In the event of any termination as herein provided, lessee shall forthwith surrender the demised premises to lessor, and upon such surrender lessor shall refund to lessee any unearned rent paid by lessee, calculated at a daily rate based on the regular monthly rate. In the event of any damage or destruction as aforesaid, and if this lease be not terminated by the lessor as herein provided, lessor shall proceed with reasonable diligence to restore the demised premises to substantially the condition in which they were immediately prior to the happening of the casualty, with such changes as may be required by or under any laws, ordinances or regulations then in effect, and if, in such event, such damage or destruction shall have occurred after the commencement of the term hereof, lessee shall be entitled to a reasonable suspension or diminution of the rental hereunder during the time required for restoration and repair, according to the portion of the demised premises rendered untenantable, taking into consideration the time and extent of interference with the usual conduct of lessee's business therein. It is agreed that unless the parties to this lease can and do agree forthwith upon the extent and amount of the damage and the time required for repairs and restoration, or as to whether said building can be repaired and restored in accordance with the laws, ordinances, regulations and requirements then in effect applicable to buildings of the same class, lessor shall promptly designate a certified architect of the city of Los Angeles, who shall determine such matters, and the determination of such architect shall be final and binding upon the parties to this lease; provided, always, however, that the architect so appointed must be responsible, experienced and, as regards both lessor and lessee, disinterested. In no event shall lessor be liable to lessee for any damages resulting to lessee from the happening of any such fire or other casualty, or from the repair or reconstruction of said premises, or from the termination of this lease, as herein provided, nor shall lessee be released thereby or in any such event from any of his obligations hereunder, except to the extent and upon the conditions expressly stated in this paragraph.

16. If, during the term hereof, any additions, alterations or improvements to or of the demised premises (as distinguished from ordinary repairs and maintenance) are required by any legal or governmental authority or by the laws, ordinances or regulations of any governmental authority, whether adopted heretofore or hereafter, the same shall be made and paid for by lessee.

17. At all times during the term hereof lessee shall allow lessor free access to the demised premises and each and every part thereof for the purpose of inspecting the same, and/or for the purpose of making such repairs, changes, alterations, additions or improvements in or to said premises or said building, as lessor may see fit to make, and/or for the purpose of serving or posting and keeping posted thereon notices provided by Section 1192 of the Code of Civil Procedure of the state of California or by any other law of said state or which lessor may deem to be for the protection of lessor and/or said property; and for the purpose of making alterations, changes, repairs, additions or improvements as aforesaid, lessor may erect scaffolding and other necessary or proper structures. No exercise by lessor of any rights herein reserved shall entitle lessee to damages for any injury or inconvenience occasioned thereby nor shall lessee by reason thereof be entitled to any abatement in rent, but any such work shall be done in such manner as to cause lessee the least inconvenience practicable.

18. No signs or other advertising matter shall be placed, installed or maintained in or about the demised premises without the written consent of the lessor and lessor may remove any signs which are maintained without his consent.

The installation and maintenance of any signs or other advertising matter shall at all times be in strict compliance with any and all laws, ordinances and regulations then in effect and applicable thereto. Upon the termination of this lease lessee, at the option of lessor, but at the cost and expense of lessee, shall forthwith remove any and all such signs and other advertising matter, and shall remove the same in a manner satisfactory to lessor. Lessor hereby expressly reserves the right to use the roof and exterior walls of said building for his sole use and benefit, for advertising and/or other purposes, and lessee shall be entitled to no rights thereon or thereto without the written consent of lessor first had and obtained.

19. Lessee expressly agrees to pay promptly for any and all labor done or materials furnished for any work of repair, maintenance, improvement, alteration or addition done by lessee in connection with said premises, and agrees to keep and hold said premises and lessor free, clear and harmless of and from any mechanic's liens or liens of a similar nature that might or could arise by reason of any such work.

20. If at any time during the term hereof lessee fails, refuses or neglects to do any of the things to be done by lessee as herein provided, then lessor shall have the right but not the obligation to do the same, but at the cost and on the account of lessee, and, in that event, the amount of any money expended or obligations incurred by lessor together with interest thereon at the rate of ten per cent (10%) per annum, shall be repaid to lessor forthwith upon demand therefor, and in the absence of such demand the same shall be added to the next rental payment coming due hereunder and shall be payable as rent.

21. In event of default at any time by lessee in the payment of the rent herein provided for, or in the performance of any other of his agreements herein contained, or if lessee vacate or abandon the demised premises, then in any or either of such events it shall be lawful for lessor after Three (3) days notice in writing to lessee of said default to declare said demised term ended and to re-enter the premises or any part thereof either with or without process of law, lessee hereby waiving notice of any kind or any demand for possession of the demised premises, or for payment of rent; or lessor, at his option, and without declaring the lease ended may re-enter the premises and occupy or lease the whole or any part thereof for and on account of lessee and on such terms and conditions and for such rent as lessor may deem proper, and may collect said rent or any other rent that may thereafter become payable and apply the same towards the amount due or thereafter to become due from lessee and on account of the expenses of such subletting and any and all other damages sustained by lessor. Should such rental be less than that herein agreed to be paid by lessee, lessee agrees to pay such deficiency to lessor, in advance, on the day of each month hereinbefore specified for payment of rental; and to pay to lessor, forthwith upon any such reletting, the costs and expenses lessor may incur by reason thereof. Lessor may execute any such lease either in his own name or in the name of lessee, as lessor may see fit, and the subtenant therein named shall be under no obligation whatsoever to see to the application by the lessor of any rent collected by lessor from such subtenant, nor shall lessee have any right or authority whatever to collect any rent whatever from such subtenant. Lessor shall not be deemed to have terminated this lease, or the liability of lessee to pay the rent thereafter to accrue, or his liability for damages, by any such re-entry or by any action in unlawful detainer or otherwise, unless lessor notify lessee in writing that he has elected to terminate this lease; and lessee further covenants that the service by lessor of any notice pursuant to the unlawful detainer statutes of the state of California and the surrender of possession by lessee pursuant to such notice shall not (unless lessor elect to the contrary at the time of or at any time subsequent to the service of such notice) be deemed to be a termination of this lease. Nothing herein contained shall be construed as obligating lessor to sub-lease the whole or any part of the demised premises. In the event of any entry and taking possession of the demised premises as aforesaid, lessor shall have the right but not the obligation to remove therefrom all or any personal property located therein and may place the same in storage at a public warehouse at the expense and risk of the owner or owners thereof.

22. Lessee agrees not to permit said premises to remain vacant or unoccupied for more than 15 consecutive days, except during and for the purpose of the making of such repairs or restoration as may become necessary under the provisions hereof.

23. Lessor reserves the right for himself or his agent at reasonable times, to show the demised premises to prospective tenants or purchasers and, during the last sixty days of lessee's tenancy to place and maintain in or upon said premises in one or more conspicuous places, "For Rent," "For Lease" and/or "For Sale" signs.

24. It is agreed that each and all of lessee's covenants and agreements herein contained are conditions, that the time of the performance of each is of the essence of this agreement and that the strict performance of each shall be a condition precedent to the right of lessee to remain in possession of the premises or to have this lease continue in effect.

25. The various rights, options, elections, powers and remedies of lessor contained in this lease shall be construed as cumulative, and no one of them as exclusive of any of the others, or of any right or priority allowed by law. No waiver of any breach of any term or condition of this lease shall be construed to be a waiver of any preceding or succeeding breach of the same or any other term or condition.

26. All notices or demands of any kind which lessor may be required or may desire to serve on lessee under the terms of this lease may be served upon lessee (as an alternative to personal service upon lessee) by leaving a copy of such demand or notice addressed to lessee at the demised premises or by mailing a copy thereof by registered mail at Los Angeles, California, addressed to lessee at demised premises, Los Angeles, California. Service shall be deemed complete at the time of leaving the notice or within two days after mailing the same. If "lessee" consist of more than one person, personal service of any notice or demand of any kind by lessor upon any one of said persons shall be deemed to be and shall be complete service upon all of said persons.

27. The language in all parts of this lease shall be in all cases construed simply according to its fair meaning and not strictly for or against lessor or lessee.

28. Lessee may remove from the demised premises any trade fixtures installed therein by lessee, and, upon the expiration of the term hereof or in case of any sooner termination of this lease, all such trade fixtures shall be removed from the demised premises not later than the time when, under the provisions hereof, lessee is required to surrender possession of the demised premises to lessor. The removal of such trade fixtures shall be effected solely at the cost and expense of lessee, and in a manner satisfactory to lessor, and in such manner as will not injure or damage the demised premises or said building, and in case of any such injury or damage lessee covenants and agrees, at his own cost and expense, to repair the same immediately

29. If the lessor, for any reason whatsoever, cannot deliver possession of the said premises to the lessee at the commencement of the said term, as hereinbefore specified, this lease shall not be void or voidable, nor shall the lessor be liable to the lessee for any loss or damage resulting therefrom; but in that event there shall be a proportionate deduction of rent covering the period between the commencement of the said term and the time when the lessor can deliver possession, provided, however, that, at the option of lessee this lease may be cancelled and all moneys deposited hereon refunded to lessee if possession cannot or is not given by..... .. .., 19..

30. Lessee enters into and accepts this lease and the leasehold interest and estate of lessee hereunder subject and subordinate to all mortgages and/or trust deeds which may now and/or hereafter exist or be executed upon or with respect to the real property or premises hereby demised and/or the real property on which said building is situated and/or the improvements at any time thereon and/or the reversionary estate hereunder, and as well any renewals or extensions of any such mortgages and/or trust deeds; and lessee covenants and agrees, upon demand therefor, to do any and all things and to execute, acknowledge and deliver any and all instruments that may be necessary, proper or convenient to subordinate this lease and the leasehold interest and estate of lessee hereunder to any such mortgage and/or trust deed and to the lien and provisions thereof.

31 Lessee agrees at all times during the term hereof to continue the operation of lessee's business on the premises, to carry in stock on the premises sufficient merchandise fully to stock the same, to maintain an adequate sales force on the premises, to keep the premises open for business during all of each and every business day, and to use the utmost skill and diligence in the conduct of lessee's business in the premises.

32. In the event of any action at law or in equity between lessor and lessee to enforce any of the provisions and/or rights hereunder, and lessor shall prevail in such action, lessee agrees to pay lessor a reasonable attorney's fee, which shall be taxed by the court as part of the costs of such action. Should lessor, without fault on his part, be made a party to any litigation instituted by or against lessee, lessee covenants to pay to lessor all costs and expenses, including reasonable attorney's fees incurred by lessor in or in connection with such litigation.

33: RENEWAL OPTION: Lessor further agrees that at the expiration of the Five (5) year term the Lessee is to have the option to extend this lease for an additional Five (5) year term at a rental rate that TO BE NEGOTIATED. Such option to be negotiated at least ninety (90) days prior to the expiration of the lease with negotiations to be completed at least thirty (30) days prior to such expiration.

34: REAL PROPERTY TAXES: The "base tax year, hereinafter referred to means the tax fiscal year for which the demised premises are for the first time assessed for real property tax purposes as improved property. Tenant agrees to pay to Landlord within Ten (10) days after written demand, therefore, that amount by which the amount of the real property taxes wxceeds the amount of the real property taxes applicable to the demised premises for the "base tax year".

35: LIABILITY INSURANCE: At ll times during the term of this lease the Tenant shall maintain the general public liability insurance for the protection of Landlord and Tenant against claims for injury to or death of any person or persons, or damage to any property arising out of or in connection with the use, disuse, misuse, and/or condition of the demised premises. Liability under such insurance shall be written for Three Hundred Thousand (300,000.00) Dollars for any individual claim and Three HUndred Thousand (300,000.00) For more than one claim and One Hundred Thousand (100,000.00) Dollars for property damage. The policies for such insurance shall be delivered to and held by LaNDLORD.

36 LESSEE IS TO CARRY ONW PLATE GLASS INSURANCE.

33. Lessee hereby agrees to each and all of the terms and provisions of this lease, it being further agreed that this lease and each and all of the covenants and obligations hereof shall be binding upon and inure to the benefit of, as the case may require, the parties hereto and as well as their respective heirs, executors, administrators, successors and assigns, subject at all times, nevertheless, to all agreements and restrictions herein contained with respect to assignment or other transfer of lessee's interest herein.

EXECUTED at Los Angeles, California, on the date first above written.

OCEAN WEST PLAZA

JUDY CAKE, OWNER — Lessor

DELI ROMA

HRAGE NAHABEDIAN — Lessee.

~~KRIKOR NAHABEDIAN~~

PW-012

BUSINESS PROPERTY LEASE
RENEWAL

This lease renewal, dated, for reference purposes March 28, 2007 is for that certain Business Lease, dated April 17, 2002 by and between Ocean West Plaza (herein called Lessor) and Hrage Nahabedian (herein called Lessee), for the property located at 3901 Pacific Coast Highway # A, Torrance, Ca 90505.

Said lease shall renew for a period of FIVE years commencing on May 1, 2007 and ending on April 30, 2012

Base Rent shall be One Thousand Seven Hundred Eighty Five dollars, ($1,785.00) per month commencing May 1, 2007 Said rent shall be increased by Two percent (2%) to One Thousand Eight Hundred Twenty & 70/100 dollars ($1,820.70) commencing May 1, 2008 Said rent shall be increased by Two percent (2%) to One Thousand Eight Hundred Fifty Seven & 11/100 dollars ($1,857.11) on May 1, 2009. Said rent shall be increased by Three percent (3%) to One Thousand Nine Hundred Twelve & 83/100 dollars ($1,912.83) on May 1, 2010. Said rent shall be increased by Three percent (3%) to One Thousand Nine Hundred Seventy & 21/100 dollars ($1,970.21) on May 1, 2011.

Lessor hereby grants Lessee the right to a NEW Standard Triple Net Lease of Lessor's choice for Five (5) years at the conclusion of the above renewal period Said New Standard Triple Net Lease shall be at Market Rent

For this renewal all other terms and conditions shall remain as set forth in the above referenced original lease.

Lessee: Hrage Nahbedian

dba Deli Roma

Lessor: Ocean West Plaza

By Mike Jones Agent for Owners

Ex B

4

Ayscough & Marar
attorneys at law
23110 Crenshaw Boulevard, Suite A, Torrance, California 90505-3025
310 534-5888 • Fax 310 534-1665

May 4, 2012

Michael J. Gibson, Esq.
Greenberg, Whitcombe & Takeuchi
21515 Hawthorne Blvd., Suite 450
Torrance, CA 90503

Faxed: 310-540-6609; original mailed

Re: Nahabedian vs. Patricia Wick et al.

Dear Mr. Gibson:

Yesterday, May 3, my client, as he usually does, had his assistant deliver his rent check to Ms. Reyes as he has promised in the complaint filed with the court. Ms. Reyes, rudely I am informed, rejected the check. Mr. Nahabedian has deposited the rent check in a new and separate bank account. A copy of the deposit slip is enclosed herewith. Your client is welcome to the money upon request as it is being held in that account solely to pay the rent on Deli Roma. I sincerely hope that matters regarding the property may be resolved rationally.

Sincerely,
Ayscough & Marar

By: Sidney Lanier

Enclosures
SL/um

Bank of America

TRANSACTION HISTORY

Transaction Detail

Account Number	000000000002169679356
Transaction Type	CREDIT
Transaction Description	TELLER TRANSACTION $1,970.00 Total deposit $200.00 Available now $1,770.00 Credit pending, available to cover debits on 05/03 and for withdrawal the next business day1
Posted Date	Processing
Amount (USD)	$1,970.00
Available Balance (USD)	--
Transaction Code	
Reference Number	

Back Home

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Bank of America

Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.
Save time. Save energy. Fast, reliable deposits, withdrawals and account management at more than 18,000 convenient ATM locations.

Tran 00149 05/03/2012 14:12
Entity NCS CC 0002169 Tlr 00012
Account ********9356
R/T# 540930135
Deposit $1,970.00

Member FDIC
95-14-2005B 04-2011

****
*** TX REPORT ***
****

TRANSMISSION OK

TX/RX NO	0141
RECIPIENT ADDRESS	13105406609
DESTINATION ID	
ST. TIME	05/04 11.32
TIME USE	00'22
PAGES SENT	3
RESULT	OK

Ayscough & Marar
attorneys at law
23110 Crenshaw Boulevard, Suite A, Torrance, California 90505-3025
310 534-5888 • Fax 310 534-1665

May 4, 2012

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Sincerely,
Ayscough & Marar

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CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

MAY 03 2012

John A. Clarke, Executive Officer/Clerk

By Lanelle M. Galindo, Deputy

John D. Whitcombe (#37951)
Michael J. Gibson (#115657)
Greenberg, Whitcombe & Takeuchi, LLP
21515 Hawthorne Boulevard, Suite 450
Torrance, California 90503-6531

(310) 540-2000

Attorneys for Plaintiffs

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES, SOUTHWEST DISTRICT, TORRANCE COURTHOUSE

PATRICIA WICK AND TAMMY REYES, CO-TRUSTEES OF THE CHARLES N. CAKE TRUST FBO PATRICIA WICK, and DAN WICK, PATRICIA WICK, AND TAMMY WICK REYES, CO-TRUSTEES OF THE WICK FAMILY TRUST UDT FEBRUARY 13, 2007, Plaintiffs, v. HRAGE NAHABEDIAN, individually and doing business as DELI ROMA, and DOES 1 through 20, inclusive, Defendants.	Case No. SB12Z00584 **COMPLAINT FOR UNLAWFUL DETAINER** LIMITED JURISDICTION (UNDER $10,000)

Plaintiffs Patricia Wick and Tammy Wick Reyes, Co-Trustees of the Charles N. Cake Trust FBO Patricia Wick, and Dan Wick, Patricia Wick, and Tammy Wick Reyes, Co-Trustees of the Wick Family Trust UDT February 13, 2007, allege:

1. Patricia Wick and Tammy Wick Reyes are the duly appointed co-trustees of the Charles N. Cake Trust FBO Patricia Wick (the "Cake Trust"). The Cake Trust holds an undivided one-half ownership interest as a tenant-in-common in the shopping center commonly known as "Ocean West

Plaza" and located at 3901 Pacific Coast Highway in the city of Torrance, county of Los Angeles, state of California (the "Shopping Center").

2. Dan Wick, Patricia Wick, and Tammy Wick Reyes are the duly appointed co-trustees of the Wick Family Trust, established under a Declaration of Trust dated February 13, 2007, as subsequently amended (the "Wick Trust"). The Wick Trust holds an undivided one-half ownership interest as a tenant-in-common in the Shopping Center.

3. The Cake Trust and the Wick Trust are hereinafter sometimes collectively referred to as the "Plaintiffs."

4. Plaintiffs are informed and believe, and on that basis allege, that defendant Hrage Nahabedian ("Nahabedian") is an individual who is conducting business under the fictitious business name "Deli Roma."

5. Plaintiffs are unaware of the true names and capacities of defendants Does 1 through 20, and therefore sue such defendants by such fictitious names pursuant to Section 474 of the California Code of Civil Procedure. Plaintiffs will seek leave of Court to amend this complaint when the true names and capacities of such defendants have been determined.

6. Plaintiffs are informed and believe, and on that basis allege, that, at all relevant times, each of the defendants, including the defendants served as Does 1 through 20, was the agent or employee of each of the remaining defendants, and in doing the things alleged in this Complaint, was acting within the scope of such agency or employment. Plaintiffs are further informed and believe, and on that basis allege, that each of the defendants, including the defendants served as Does 1 through 20, claims some type of possessory interest in and to some portion of the Shopping Center.

7. Nahabedian and Does 1 through 20 are hereinafter sometimes collectively referred to as "Defendants."

8. On or about December 18, 1985, Plaintiffs, as landlord, and Nahabedian, as tenant, entered into an initial written lease agreement for Suite A in the Shopping Center (the "Premises"). Nahabedian entered into possession of the Premises on or about February 1, 1986, under the terms and conditions of the initial written lease agreement.

9. Plaintiffs and Nahabedian subsequently entered into replacement written lease agreements on or about January 23, 1987, February 27, 1992, and May 2, 1997.

10. On or about April 17, 2002, Plaintiffs and Nahabedian entered into the most recent written lease agreement for the Premises (the "Lease"). A true and correct copy of the Lease is attached to this Complaint as Exhibit A and is incorporated by this reference. Pursuant to Paragraph 1 of the Lease, the original term of the Lease was for a period of five years, commencing on May 1, 2002, and expiring on April 30, 2007.

11. On or about March 28, 2007, Plaintiff and Nahabedian entered into a written agreement entitled "Business Property Lease Renewal" (the "Lease Renewal Agreement"). A true and correct copy of the Lease Renewal Agreement is attached to this Complaint as Exhibit B and is incorporated by this reference. The Lease Renewal Agreement renewed the term of the Lease for an additional period of five years, commencing on May 1, 2007, and expiring on April 30, 2012. The Lease Renewal Agreement further provided that:

> "Lessor hereby grants Lessee the right to a NEW Standard Triple Net Lease of Lessor's choice for Five (5) years at the conclusion of the above renewal period. Said New Standard Triple Net Lease shall be at Market Rent."

12. On April 3, 2012, Plaintiffs submitted to Nahabedian, through the parties' respective counsel, the form of a standard triple net lease. Plaintiffs had chosen this standard form as the "New Standard Triple Net Lease of Lessor's Choice" that would go into effect if Nahabedian chose to exercise his option under the Lease Renewal Agreement to enter into a new lease at "Market Rent" for a five year period commencing on May 1, 2012, and expiring on April 30, 2017. Plaintiffs also invited Nahabedian to contact Plaintiffs' real estate broker to set up a meeting for the purpose of negotiating a rental rate based on "Market Rent." A true and correct copy of Plaintiffs' counsel's letter to Nahabedian's counsel dated April 3, 2012, is attached to this Complaint as Exhibit C.

13. On April 10, 2012, Plaintiffs' counsel again wrote to Nahabedian's counsel, renewing Plaintiffs' invitation to negotiate the rental rate for the new lease period, and pointing out that if Nahabedian chose not to enter into negotiations and allowed the Lease to expire without entering into a new lease, Nahabedian would be obligated to vacate the Premises by April 30. A true and correct copy of Plaintiffs' counsel's letter to Nahabedian's counsel dated April 10, 2012, is attached to this Complaint as Exhibit D.

14. On or about April 15, 2012, Plaintiffs' real estate broker wrote a letter to Nahabedian, requesting that Nahabedian contact him to set up an appointment to discuss a new lease. A true and correct copy of such letter is attached to this Complaint as Exhibit E.

15. On April 16, 2012, Plaintiffs' counsel wrote two additional letters to Nahabedian's counsel, confirming that Plaintiffs and their broker remained "willing and ready" to negotiate the issue of "Market Rent," and inviting Nahabedian to contact Plaintiffs' broker for that purpose. True and correct copies of Plaintiffs' counsel's two letters to Nahabedian's counsel dated April 16, 2012, are attached to this Complaint as Exhibits F and G.

16. Notwithstanding Plaintiffs' repeated invitations, Nahabedian chose not to enter into negotiations with Plaintiffs and Plaintiffs' broker with respect to either the form of the standard triple net

lease, or the rental rate which would have been in effect during the period of a new lease. Consequently, when the term of the Lease expired on April 30, 2012, no new lease was in place.

17. Plaintiffs have acted reasonably and in good faith with respect to the negotiation of a new lease for the five year period commencing on May 1, 2012, and so have fully satisfied their contractual obligations under the Lease Renewal Agreement. Plaintiffs' good faith is demonstrated by, among other circumstances, the fact that Plaintiffs' efforts to negotiate a new lease were made in reliance upon Nahabedian's representations that he was taking action to cure certain breaches of the Lease that would otherwise have precluded him from exercising his option to enter into a new lease. Plaintiffs are informed and believe that such breaches had not been cured as of April 30, 2012.

18. Nahabedian continues to occupy the Premises without the permission or consent of Plaintiffs, notwithstanding the expiration of the term of the Lease on April 30, 2012.

19. Plaintiff is informed and believes that Does 1 through 20 entered into possession of the Premises with the knowledge and permission of Nahabedian, and now continue to occupy the Premises without the permission or consent of Plaintiffs, notwithstanding the expiration of the term of the Lease on April 30, 2012.

20. Defendants' continued possession of the Premises without Plaintiffs' permission or consent is malicious, entitling Plaintiffs to statutory damages in that Defendants have willfully, intentionally, deliberately, and obstinately withheld possession of the Premises against Plaintiffs' will, knowing that such continued possession is without legal right or justification.

21. Paragraph 32 of the Lease provides that in the event that any action at law or in equity is brought for the purpose of enforcing Plaintiffs' rights against Defendants, the party prevailing in such action shall be entitled to recover reasonable attorneys' fees and costs.

22. Plaintiffs have been compelled to commence this litigation for recovery of possession of the Premises and have retained the law firm of Greenberg, Whitcombe & Takeuchi, LLP as their attorneys.

WHEREFORE, Plaintiffs pray for judgment as follows:

1. For immediate possession and restitution of the Premises;

2. For a declaration confirming that the Lease has terminated;

3. For damages in the amount of the reasonable rental value of the Premises for each day Defendants continue in possession of the Premises after April 30, 2012, according to proof at trial;

4. For statutory damages of $600.00 pursuant to Code of Civil Procedure § 1174(b);

5. For attorneys' fees and costs of suit incurred herein; and

6. For such other and further relief as the Court may deem just and proper.

Dated: May 1, 2012

GREENBERG, WHITCOMBE & TAKEUCHI, LLP

By: Michael J. Gibson

Michael J. Gibson
Attorneys for Plaintiffs

VERIFICATION

I am a Co-Trustee of the Cake Trust and a Co-Trustee of the Wick Trust, which are the plaintiffs in this action.

I have read the forgoing Complaint for Unlawful Detainer and know its contents. The same is true to my own knowledge, except as to those matters which are alleged on information and belief, and as to those matters I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this verification was executed on May 1, 2012, at Torrance, California.

Tammy Wick Reyes

Business Property Lease

THIS LEASE, executed in duplicate Torrance, California,

April 17, 2002 by and between

Ocean West Plaza of

21188 Hawthorne Blvd. Torrance, Ca. 90503 as lessor, and

Hrage Nahabedian of

DBA. Deli Roma as lessee:

WITNESS: That lessor hereby leases to lessee, and lessee hereby hires and takes of and from lessor, those certain premises in the city of Torrance, county of Los Angeles, state of California, more particularly described as follows:

3901 Pacific Coast Hwy. #A
Torrance, Ca. 90505
1210 Sq. Ft.

upon the covenants, conditions and agreements hereinafter set forth, to-wit:

1. The term of this lease shall be Five years commencing on the 1st day of May 2002, and ending of the 30th day of April, 2007, unless sooner terminated as hereinafter provided.

2. Said premises shall be used only for the purpose of Deli and take-out International and for no other purpose without the written consent of lessor.

3. Lessor covenants and agrees to pay to lessor as rent for said premises during the full term of this lease, and in addition to all other rent herein provided for, the total sum of One hundred three thousand and eighty. Dollars ($103,080.00), payable in advance as follows, to-wit:

May 1, 2002 thru April 30, 2004 rent is $1695.00 per month.
May 1, 2004 thru April 30, 2006 rent is $1725.00 per month.
May 1, 2006 thru April 30, 2007 rent is $1750.00 per month.

All rentals hereunder shall be paid to lessor by lessee monthly in advance on or before the 1st day of each and every calendar month during the term hereof, except that the sum of $1125.00, being the rent for the first last months rent from prior lease said, shall be paid upon the execution hereof, receipt whereof is hereby acknowledged by lessor.

Payments to be made by lessee to lessor hereunder shall be payable in lawful money of the United States. All rental shall be payable to lessor at lessor's office or at such other place in said City of Torrance as lessor may designate from time to time in writing. If any installment of rent or any other payment is not paid promptly when due, the same shall bear interest at the rate of ten per cent (10%) per annum from the date when it became due until paid, but this provision shall not be construed to relieve lessee from any default hereunder arising through the failure on the part of lessee to make any payment at the time and in the manner herein specified.

4. In addition to the rent hereinbefore reserved, lessee agrees to pay before delinquency all charges for water, gas heat, electricity, power and all other similar charges which may accrue with respect to the demised premises during the term of this lease, whether the same be charged assessed at flat rates, measured by separate meters or prorated.

5. As part of the consideration moving lessor to execute this lease, lessee has paid to lessor concurrently with execution of this lease the sum of N/A Dollars ($N/A), receipt of which is hereby acknowledged by lessor. If this lease be still in effect and if lessee be in possession of the demised premises and not in default hereunder on April 30, 2007 then lessor agrees that lessee will not be required to pay the rentals reserved herein for the balance of the term of this lease. If this lease be terminated prior to the expiration of the full term thereof as herein specified without fault on the part of lessee, in case such termination and surrender prior to 4-30-07, the sum of One thousand one hundred twenty five Dollars ($1125.00), or, in case of such termination and surrender on or subsequent to April 1, 2007, an amount equivalent to the rental hereunder for the unexpired portion of the term hereof at the date of such termination and surrender, calculated at a daily rate based on the regular monthly rate.

6. Where necessary herein, the term "lessor" or "lessee" shall apply to the plural, and all terms used in the singular, or in the masculine gender, shall apply to the plural or to the feminine or neuter gender. If "lessee" consists of more than one person, then the covenants, agreements and obligation of "lessee" shall be the joint and several covenants, agreements and obligations of such person.

7. Lessee acknowledges that he has thoroughly examined said premises and that no statements or representations as to the past, present or future condition of repair thereof or of any building of which the same are a part, not herein expressed, have been made by or in behalf of lessor. Lessee agrees, except as herein otherwise provided, to accept said premises in the condition in which the same may be upon the commencement of the term hereof, hereby waiving any claim or right on account thereof, and agrees that lessor, except as herein otherwise provided, shall not be called upon or required at any time to make any improvements, alterations, changes, additions, repairs or replacements of any nature whatsoever in or to said premises or any building of which the same are a part. Lessee expressly waives any right to require lessor to make repairs at the cost of lessor

EXHIBIT A

to lessee or any other person for or on account of any injury or damage occasioned by or about said premises to person or property of any nature or sort whatsoever wheresoever arising, or for or on account of any injury or damage to persons or property that may result by reason of any present or latent defect, structural or otherwise, in the construction or condition or present or present or future lack of repair of said premises or said building or the wiring, equipment or apparatus therein or thereof, or by or from plumbing, gas, water, steam or other pipes or sewerage, or by or from the use, misuse or disuse of said building or any part thereof or of any equipment therein or apparatus thereof by any other tenant or occupant thereof or by or from any act, omission or neglect of any such other tenant or occupant or by or from acts of owners or occupants of adjoining or contiguous properties, or in any manner whatsoever growing out of the past, present or future condition or use of the demised premises or said building or any part thereof. Lessee covenants and agrees to indemnify and hold harmless lessor from and on account of any and all loss, damage, claim of damage, liability or expense arising out of resulting from any of the matters or things hereinbefore specified, and from and against any and all damage or liability arising from any injury or claim of injury of any nature whatsoever to either persons or property upon said premises, during the term hereof, or arising from any accident or any other occurrence causing injury to any person or property whomsoever or whatsoever and due directly or indirectly to the use, misuse or disuse by lessee or by any person or persons holding under or using the same by license of lessee, or to the condition of the demised premises or any part thereof or any appurtenances or equipment thereof or therein, or arising out of any failure of lessee in any respect to comply with any of the requirements or provisions of this lease.

8. Lessee expressly covenants and agrees to use the demised premises in the manner specified in this lease and for the purposes aforesaid, and not to use or suffer or permit to be used said premises or any part thereof in any other manner or for any other purpose without first obtaining the written consent of the lessor. Lessee agrees not to use or suffer or permit to be used said premises or any part thereof for any purpose or use in violation of any laws or ordinances, or of the regulations of any governmental authority, or in any manner that will constitute a nuisance or an unreasonable annoyance to the owners or occupants of adjoining or neighboring property, or to other tenants or occupants of said building, or that will injure the reputation of said building, or for any extra hazardous purpose or in any manner that will violate any policy or policies of insurance, or suspend, avoid, make inoperative or increase the rate of any fire, fire rent or other insurance at any time carried on said building on any of the contents thereof; and lessee further agrees not to permit any auction to be conducted in the demised premises, and not to keep or permit to be kept therein any gasoline, distillate or other combustible petroleum product without first obtaining the written consent of lessor and all insurance companies carrying fire, fire rent or other insurance on said building. Lessee agrees, at his own cost and expense, to conform in every respect to all laws, statues, ordinances and regulations now in force or that may be enacted hereafter, affecting the use or occupancy of the demised premises and lessee expressly covenants and agrees to indemnify and save harmless lessor from any penalties, damage or charges imposed for any violation of any laws, ordinances or regulations whether occasioned by neglect, omission or willful act of lessee or any person in said premises holding or occupying the same or any part thereof under or by license of lessee. Lessee further covenants and agrees not to suffer or permit said premises or any part thereof to be used in any manner that will injure or impair the structural strength of said building, and not to suffer or permit to be installed in said demised premises any machinery or apparatus, the weight or vibration of which will tend to injure or impair the structural strength of said building.

9. Lessee expressly covenants and agrees that he will not sublet said premises or any part thereof, and that he will not transfer, assign, hypothecate or encumber this lease or any part thereof, or any right or interest therein, without first obtaining the written consent of lessor. It is agreed that a material part of the consideration moving lessor to execute this lease is the personal confidence reposed by lessor in lessee herein named, and no corporation or person other than said lessee shall have the right to occupy said premises or any part thereof by virtue of any transfer or assignment, or by virtue of any bankruptcy or insolvency or reorganization proceedings or by virtue of any receivership or by virtue of any other legal process, either under attachment, execution or otherwise or in any manner whatsoever growing out of any proceeding or suit in law or in equity. In the event of any such proceedings being had or taken by or against lessee or by or against his assigns or any of them, or against any interest of lessee or of any of his assigns or successors in interest in this lease or in the demised premises or in the contents thereof, or in the event of any proceedings by or against lessee and/or his assigns or any of them, under or pursuant to any provision of that certain Act of July 1, 1898, entitled, "An Act to establish a uniform system of bankruptcy throughout United States," or any Act amendatory thereof or supplemental thereto, and unless such proceedings are dismissed or such levies released within five days therefrom, lessor shall have the right at his option to terminate this lease immediately. No assignment whatsoever at any time of this lease or of any part thereof or any right or interest therein, whether voluntary or involuntary, or by bankruptcy or operation of law or otherwise, shall be effective or valid without the consent in writing of lessor first had and obtained, and then only upon condition that the assignee shall agree in writing, expressly for the use and benefit of lessor, to carry out, perform and observe each and all of lessee's agreements herein in writing, expressly for the use and benefit of lessor, to carry out perform and observe each and all lessee's agreements herein contained. In the event of an assignment by lessee or by any of his assigns or other successors in interest, neither lessee nor any of his successors in interest shall be released from any liability hereunder; and in the event of default by any such assignee or by any succeeding assignee, in the performance of any of the terms hereof, no notice of such default nor demand of any kind need be served or made on lessee or on any of his successors in interest or assigns to hold him or them liable to lessor. In the event this lease is assigned as aforesaid, lessor may consent to consent to subsequent assignments without notifying lessee or his successors in interest of such assignment, and without obtaining his or their consent thereto. Any assignment or sublease purported to be made otherwise than in strict accordance with the provisions of this lease shall be voidable at the option of lessor, and any attempt to make any such assignment or sublease by lessee or by lessee or by any of his successors in interest, shall be and be deemed a breach of the conditions of this lease. The granting of consent of by lessor to any assignment or sublease shall not be construed as a waiver of any of the conditions herein contained concerning or restricting subleases or assignments, or as authorizing any subsequent assignment or sublease without the written consent of lessor being first had and obtained. Any and all subleases made by the lessee pursuant to the provisions of this lease shall contain the same provisions as are contained in this lease as to restriction on the use of said premises.

10. Lessee expressly covenants and agrees at his own cost expense to keep the demised premises and each and every part thereof including the plumbing in good condition and repair at all times during the term hereof and to make promptly any and all repairs, renewals and replacements which may at any time be necessary or proper to put and keep the premises in as good condition as when received by lessee from lessor, reasonable wear and tear and damage by fire or other casualty excepted; and to replace immediately any and all glass which is now or hereafter installed in the demised premises, should the same or any part thereof be broken, with other glass of the same quality; and that he will keep the premises and all appurtenances thereto in a good, clean, safe and wholesome condition at all times during said term.

11. Lessee expressly covenants and agrees that upon the termination of this lease, whether by the expiration of time or otherwise, he will immediately surrender and deliver up the demised premises to lessor, his agents or attorneys, in as good condition as when received by lessee from lessor, reasonable wear and tear and damage by fire or other casualty excepted; and if lessee or any other person claiming for, through or under him shall hold the premises for any time after the same should have been surrendered under the provisions of this lease he or they shall be deemed guilty of unlawful detainer of said demised premises under the statutes of the state of California and shall be subject to eviction and removal with or without process of law.

12. Lessee agrees not to make any additions to or changes or improvements in the demised premises or any part thereof without the consent of lessor first obtained in writing, except those changes, additions and improvements, if any, which lessee is required to make by the provisions of this lease. Any alterations, additions or improvements which may be made in or to said premises shall be the property of lessor and shall remain and be surrendered with the premises upon the termination of this lease.

13. Should lessee at any time during the continuance in force of this lease be deprived of the demised premises or any part thereof or any right or interest by condemnation or like proceedings, this lease and each and all of the obligations of lessee shall nevertheless remain in full force and effect and lessee shall not be entitled to compensation or damages in any form from lessor by reason of being so deprived, however, that nothing herein contained shall be construed to deprive lessee of any right it may have in such event to claim compensation or damages of and from any and every person other than lessor.

14. Lessee shall have no claim against lessor for any damages, nor shall lessee be released from any of his obligations hereunder should his possession of said premises be disturbed or interfered with or affected in any manner whatsoever by reason of the passage or adoption of any law, ordinance, resolution or regulation of the City, County, County State or Federal government, or by reason of any act of any legal or governmental authority or of any municipal or other public officer, or in the event that at any time during the term of this lease, under any present or future statute of the State of California, any order of abatement, or any order or judgment preventing the use of the demised premises shall be made upon the ground that the demised premises or any part thereof constitute a nuisance or are used or have been used in violation of law.

15. Should the demised premises or any building of which the same are a part be damaged or destroyed in whole or in part by fire, earthquake or other sudden violent action of the elements or other casualty at any time during the terms of this lease or before the commencement of said term, so that the same cannot be repaired within 15 working days to substantially the condition in which it was immediately prior to the happening of such casualty, or if any such damage or destruction occurring during the last 60 of the term hereof cannot be repaired as aforesaid within 15 days after the happening of such casualty, may terminate this lease as of the date of the happening of such casualty. In the event of any damage or destruction, and if, by reason of any laws, ordinances or regulations then in effect, said building cannot be repaired or restored as a building of the same class, then and irrespective of the time within which said building can be repaired or restored, lessor or

any time within.....15.....days after the happening of such casualty may terminate this lease as of the date of the happening of such casualty. In the ev of any termination as herein provided, le shall forthwith surrender the demised premises to lessor, and upon such surr er lessor shall refund to lessee any unearne ent paid by lessee, calculated at a daily rate based on the regular monthly rate. In the event of any damage or destruction as aforesaid, and if this lease be not terminated by the lessor as herein provided, lessor shall proceed with reasonable diligence to restore the demised premises to substantially the condition in which they were immediately prior to the happening of the casualty, with such change as may be required by or under any laws, ordinances or regulations then in effect, and if, in such event, such damage or destruction shall have occurred after the commencement of the term hereof, lessee shall be entitled to a reasonable suspension or diminution of the rental hereunder during the time required for restoration and repair, according to the portion of the demised premises rendered untenantable, taking into consideration the time and extent of interference with the usual conduct of lessee's business therein. It is agreed that unless the parties to this lease can and do agree forthwith upon the extent and amount of the damage and the time required for repairs and restoration, or as to whether said building can be repaired and restored in accordance with the laws, ordinances, regulations and requirements then in effect applicable to buildings of the same class, lessor shall promptly designate a certified architect of the city of Los Angeles, who shall determine such matters, and the determination of such architect shall be final and binding upon the parties to this lease; provided, always, however, that the architect so appointed must be responsible, experienced and, as regards both lessor and lessee, disinterested. In no event shall lessor be liable to lessee for any damages resulting to lessee from the happening of any such fire or other casualty, or from the repair or reconstruction of said premises, or from the termination of this lease, as herein provided, nor shall lessee be released thereby or in any such event from any of his obligations hereunder, except to the extent and upon the conditions expressly stated in this paragraph.

16. If, during the term hereof, any additions, alteration or improvements to or of the demised premises (as distinguished from ordinary repairs and maintenance) are required by any legal or governmental authority or by the laws, ordinances or regulations of any governmental authority, whether adopted heretofore or hereafter, the same shall be made and paid for by lessee.

17. At all times during the term hereof lessee shall allow lessor free access to the demised premises and each and every part thereof for the purpose of inspecting the same, and/or for the purpose of making such repairs, changes, alterations, additions or improvements in or to said premises or said building, as lessor may see fit to make, and/or for the purpose of serving or posting and keeping posted thereon notices provided by Section 1192 of the Civil Procedure of the state of California or by any other law of said state or which lessor may deem to be for the protection of lessor and/or said property; and for the purpose of making alterations, changes, repairs, additions or improvements as aforesaid, lessor may erect scaffolding and other necessary or proper structures. No exercise by lessor of any rights herein reserved shall entitle lessee to damages for any injury or inconvenience occasioned thereby nor shall lessee by reason thereof be entitled to any abatement in rent, but any such work shall be done in such manner as to cause lessee the least inconvenience practicable.

18. No signs or other advertising matter shall be placed, installed or maintained in or about the demised premises without the written consent of the lessor and lessor may remove any signs which are maintained without his consent.

The installation and maintenance of any signs or other advertising matter shall at all times be in strict compliance with any and laws, ordinances and regulations then in effect and applicable thereto. Upon the termination of this lease lessee, at the option of lessor, but at the cost and expense of lessee, shall forthwith remove any and all such signs and other advertising matter, and shall remove the same in a manner satisfactory to lessor. Lessor hereby expressly reserves the right to use the roof and exterior walls of said building for his sole use and benefit, for advertising and/or other purposes, and lessee shall be entitled to no rights thereon or thereto without the written consent of lessor first had and obtained.

19. Lessee expressly agrees to pay promptly for any and all labor done or materials furnished for any work of repair, maintenance, improvement, alteration or addition done by lessee in connection with said premises, and agrees to keep and hold said premises and lessor free, clear and harmless of and from any mechanic's liens or liens of a similar nature that might or could arise by reason of any such work.

20. If at any time during the hereof lessee fails, refuses or neglects to do any of the things to be done by lessee as herein provided, then lessor shall have the right but not the obligation to do the same, but at the cost and on the account of lessee, and, in the event, the amount of any money expended or obligations incurred by lessor together with interest thereon at the rate of ten per be added to the next rental payment coming due hereunder and shall be payable as rent.

21. In event of default at any time by lessee in the payment of the rent herein provided for, or in the performance of any other of his agreements herein contained, or if lessee vacate or abandon the demised premises, then in any or either of such events it shall be lawful for lessor after.....Three (3).....days notice in writing to lessee of said default to declare said demised term ended and to re-enter the premises or any part thereof either with or without process of law, lessee hereby waiving notice of any kind or any demand for possession of the demised premises, or for payment or rent; or lessor, at his option, and without declaring the lease ended may re-enter the premises and occupy or lease the whole or any part thereof for and on account of lessee and on such terms and conditions and for such rent as lessor may deem proper, and may collect said rent or any other rent that may thereafter become payable and apply the same towards the amount due or thereafter to become due from lessee and on account of the expenses of such subletting and any and all other damages sustained by lessor. Should such rental be less than that herein agreed to be paid by lessee, lessee agrees to pay such deficiency to lessor, in advance, on the day of each month hereinbefore specified for payment of rental; and to pay to lessor, forthwith upon any such relettiag, the cost and expenses lessor may incur by reason thereof. Lessor may execute any such lease either in his own name or in the name of lessee, as lessor may see fit, and the subtenant therein named shall be under no obligation whatsoever to see to the application by the lessor of any rent collected by lessor from such subtenant, nor shall lessee have any right or authority whatever to collect any rent whatever from such subtenant. Lessor shall not be deemed to have terminated this lease, or the liability of lessee to pay the rent thereafter to accrue, or his liability for damages, by any such re-entry or by any action in unlawful detainer or otherwise, unless lessor notify lessee in writing that he has elected to terminate this lease; and lessee further covenants that the service by lessor of any notice pursuant to the unlawful detainer statutes of the state of California and the surrender of possession by lessee pursuant to such notice shall not (unless lessor elect to the contrary at the time of or at any time subsequent to the service of such notice) be deemed to be a termination of this lease. Nothing herein contained shall be construed as obligating lessor to sublease the whole or any part of the demised premises. In the event of any entry and taking possession of the demised premises as aforesaid, lessor shall have the right but not the obligation to remove therefrom all or any personal property located therein and may place the same in storage at a public warehouse at the expense and risk of the owner or owners thereof.

22. Lessee agrees not to permit said premises to remain vacant or unoccupied for more than 15 consecutive days, except during and for the purpose of the making such repairs or restoration as may become necessary under the provisions hereof.

23. Lessor reserves the right for himself or his agent at reasonable times, to show the demised premises to prospective tenants or purchasers and, during the last sixty days of lessee's tenancy to place and maintain in or upon said premises in one or more conspicuous places, "For Rent," "For Lease" and/or "For Sale" signs.

24. It is agreed that each and all of lessee's covenants and agreements herein contained are conditions, that the time of the performance of each is of the essence of this agreement and that the strict performance of each shall be a condition precedent to the right of lessee to remain in possession of the premises or to have this lease continue in effect.

25. The various rights, options, elections, powers and remedies of lessor contained in this lease shall be construed as cumulative, and no one of them as exclusive of any of the others, or of any right or priority allowed by law. No waiver of any breach of any term or condition of this lease shall be construed to be a waiver of any preceding or succeeding breach of the same or any other term or condition.

26. All notices or demands of any kind which lessor may be required or may desire to serve on lessee under the terms of this lease may be served upon lessee (as an alternative to personal service upon lessee) by leaving a copy of such demand or notice addressed to lessee at the demised premises or by mailing a copy thereof by registered mail at Los Angeles, California, addressed to lessee at demised premises, Los Angeles, California. Service shall be deemed complete at the time of leaving the notice or within two days after mailing the same. If "lessee" consist of more than one person, personal service of any notice or demand of any kind by lessor upon any one of said persons shall be deemed to be and shall be complete service upon all of said persons.

27. The language in all parts of this lease shall be in all cases construed simply according to its fair meaning and not

28. Lessee may remove from the demised premises any trade fixtures installed therein by lessee, and, upon the expiration of the term hereof or in case of any termination of this lease, all such fixtures shall be removed from the demised premises not later than the time when, under the provisions hereof, lessee is required to surrender possession of the demised premises to lessor. The removal of such trade fixtures shall be effected solely at the cost and expense of lessee, and in a manner satisfactory to lessor, and in such manner as will not injure or damage the demised premises or said building, and in case of any such injury or damage lessee covenants and agrees, at his own cost and expense, to repair the same immediately.

29. If the lessor, for any reason whatsoever, cannot deliver possession of the said premises to the lessee at the commencement of the said term, as hereinbefore specified, this lease shall not be void or voidable, nor shall the lessor be liable to the lessee for any loss or damage resulting therefrom; but in the event there shall be a proportionate deduction of rent covering the period between the commencement of the said term and the time when the lessor can deliver possession, provided, however, that, at the option of lessee this lease may be cancelled and all moneys deposited hereon refunded to lessee if possession can not or is not given by N/A, 19.....

30. Lessee enters into and accepts this lease and the leasehold interest and estate of lessee hereunder subject and subordinate to all mortgages and/or trust deeds which may now and/or hereafter exist or be executed upon or with respect to the real property or premises hereby demised and/or the real property on which said building is situated and/or the improvements at any time thereon and/or the reversionary estate hereunder, and as well any renewals or extensions of any such mortgages and/or trust deeds; and lessee covenants and agrees, upon demand therefor, to do any and all things and to execute, acknowledge and deliver any and all instruments that may be necessary, proper or convenient to subordinate this lease and the leasehold interest and estate of lessee hereunder to any such mortgage and/or trust deed and to the lien and provisions thereof.

31. Lessee agrees at all times during the term hereof to continue the operation of lessee's business on the premises, to carry in stock on the premises sufficient merchandise fully to stock the same, to maintain an adequate sales force on the premises, to keep the premises open for business during all of each and every business day, and to use the utmost skill and diligence in the conduct of lessee's business in the premises.

32. In the event of any action at law or in equity between lessor and lessee to enforce any of the provisions and/or rights hereunder, and lessor shall prevail in such action, lessee agrees to pay lessor a reasonable attorney's fee, which shall be taxed by the court as part of the costs of such action. Should lessor, without fault on his part, be a party to any litigation instituted by or against lessee, lessee covenants to pay to lessor all costs and expenses, including reasonable attorney's fees incurred by lessor in or in connection with such litigation.

33. Lessee hereby agrees to each and all of the terms and provisions of this lease, it being further agreed that this lease and each and all of the covenants and obligations hereof shall be binding upon and inure to the benefit of, as the case may require, the parties hereto and as well as their respective heirs, executors, administrators, successors and assigns, subject at all times nevertheless, to all agreements and restrictions herein contained with respect to assignment or other transfer of lessee's interest herein.

34. Real Property taxes: The "base tax year" hereinafter referred to means the tax fiscal year for which the demised premised are for the first time assessed for real property tax purposes as improved property. Tenant agrees to pay to Landlord within Ten (10) days after written demand, therefore, that amount by which the amount of the real property taxes exceed the amount of the real property taxes applicable to the demised premises for the "base tax year".

35. Liability Insurance: At all times during the term of this lease the Lessee shall maintain the general public liability insurance for the protection of Landlord and Tenant against claims for injury to or death of any person or persons arising out of or in connection with the use, disuse, misuse, and/or condition of the demised premises. Liability under such insurance shall be written for Three Hundred Thousand (300,000.00) Dollars for more than one claim, and One Hundred Thousand (100,000.00) Dollars for property damage. The policies for such insurance or an certificate under a blanket policy providing such insurance shall be delivered to and held by Landlord.

36. Lessee is to carry own plate glass insurance.

37. "Any holding over at the end of the lease shall create a month to month tenancy at a monthly rental of $ 1900.00 payable in advance. Any unexercised option shall be forfeited All other terms and conditions remain in full force and effect.

38. Existing heating and air conditioning units and vents, if any, are the sole responsibility of lessee. It is lessee's responsibility to maintain any and all heating and air conditioning units.

39. Renewal Option: Lessor further agrees that at the expiration of the five (5) year term the lessee is to have the option to extend a lease for an additional five (5) years. The rental rate is to be negotiated. Such option to be exercised in writing ninety (90) days prior to such expiration.
Rent increase is not to exceed 2% for year 1 and 2.
Increase for year 3,4,5 not to exceed 3%.

Tricia Bouma

Tricia Bouma

Lessor.

Hrage Nahabedian

Hrage Nahabedian

Lessee.

Deli Roma

BUSINESS PROPERTY LEASE RENEWAL

This lease renewal, dated, for reference purposes March 28, 2007 is for that certain Business Lease, dated April 17, 2002 by and between Ocean West Plaza. (herein called Lessor) and Hrage Nahabedian (herein called Lessee), for the property located at 3901 Pacific Coast Highway # A, Torrance, Ca. 90505.

Said lease shall renew for a period of FIVE years commencing on May 1, 2007 and ending on April 30, 2012.

Base Rent shall be One Thousand Seven Hundred Eighty Five dollars, ($1,785.00) per month commencing May 1, 2007. Said rent shall be increased by Two percent (2%) to One Thousand Eight Hundred Twenty & 70/100 dollars ($1,820.70) commencing May 1, 2008. Said rent shall be increased by Two percent (2%) to One Thousand Eight Hundred Fifty Seven & 11/100 dollars ($1,857.11) on May 1 2009. Said rent shall be increased by Three percent (3%) to One Thousand Nine Hundred Twelve & 83/100 dollars ($1,912.83) on May 1, 2010. Said rent shall be increased by Three percent (3%) to One Thousand Nine Hundred Seventy & 21/100 dollars ($1,970.21) on May 1, 2011.

Lessor hereby grants Lessee the right to a NEW Standard Triple Net Lease of Lessor's choice for Five (5) years at the conclusion of the above renewal period. Said New Standard Triple Net Lease shall be at Market Rent.

For this renewal all other terms and conditions shall remain as set forth in the above referenced original lease.

Lessee: Hrage Nahbedian

dba Deli Roma

Lessor: Ocean West Plaza

By Mike Jones Agent for Owners

EXHIBIT B

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April 3, 2012

OUR FILE
100-2737

VIA MESSENGER

Brent Ayscough, Esq.
Ayscough & Marar
23110 Crenshaw Boulevard, Suite A
Torrance, CA 90505-3025

Re: Patricia Wick and Tammy Reyes, Co-Trustees, et al., v. Hrage Nahabedian dba Deli Roma, Los Angeles County Superior Court Case No. SB12Z00162

Dear Mr. Ayscough:

In reliance on the representations made by your client during his deposition on March 29, that he has filed, or is currently in the process of filing, applications for the necessary permits to continue operating his restaurant business in the kitchen expansion space and to maintain his existing signs at the premises, as well as your client's assurances to the Torrance City Council on March 27 that he will diligently pursue obtaining such permits, our clients have, as a gesture of good faith, dismissed the pending unlawful detainer action without prejudice. A copy of the request for dismissal, which is being filed with the court today, is enclosed for your files. I have advised Judge Nishimoto's clerk of the dismissal.

In a further show of good faith, and without waiving any of their rights under the current lease, my clients are submitting herewith for your client's consideration the "new standard triple net lease of lessor's choice" which my clients have selected for the five year period beginning on May 1, 2012, and ending on April 30, 2017. As you know, the AIR "Standard Industrial/Commercial Multi-Tenant Lease – Net" is currently the most widely used form lease for small shopping centers in Southern California. In addition to this standard form lease, and the standard form addendum employed for the Ocean West Plaza shopping center, your client will be subject to the established rules and regulations applicable to all tenants of the shopping center.

In accordance with the terms of the "Business Property Lease Renewal" dated March 28, 2007, the only matter remaining to be negotiated is "market rent." It is my clients' understanding, based upon statements made at your client's deposition, that your client has already retained a consultant on this subject. Once your client is prepared to discuss this matter, he may contact my client's broker, Ross Moore, at (310) 937-6388, to set up a meeting with Mr. Moore and my clients for the purpose of negotiating the rental rate. To my clients' knowledge, there are no other issues to be negotiated. To avoid

any misunderstanding, please be advised that your client will not be given a contractual right to renew the new lease beyond its April 30, 2017, expiration date, as the "Business Property Lease Renewal" executed by your client does not provide for such a contractual right to renew. Any extension of the new lease beyond April 30, 2017, will be a matter left to future agreement of the parties.

Please note that, should your client elect to enter into a new lease, he will be obligated to abide by all of the provisions of the "Standard Industrial/Commercial Multi-Tenant Lease – Net," including the obligation, set forth in Section 6.3, to comply with all "Applicable Requirements" (as defined in Section 2.3) which may apply to "the use to which Lessee will put the Premises." In that regard, we expect your client to be in full compliance with all applicable legal requirements of the City of Torrance by May 1, the commencement date for the new lease. My clients will cooperate fully with your client's efforts to achieve such compliance. To further that goal, please ask your client to provide my clients with copies of all pending permit applications. Should your client require my clients' signatures, in their capacities as owners of the premises, on any applications, he need only submit the applications to my clients with a request for signature.

My clients would like to pursue this lease negotiation directly with your client, as well as any leasing advisors or consultants he may wish to bring into the process, but without the direct involvement of counsel, if possible. It is my clients' view that, if the parties are to extend the landlord-tenant relationship for another five years, they will need to reestablish a professional relationship, businessperson to businessperson, and there is no better time to begin doing so than the present.

Very truly yours,

Michael J. Gibson

Michael J. Gibson
for the firm

Enclosures

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JOHN D WHITCOMBE‡
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April 10, 2012

OUR FILE
100-2737

VIA FAX, E-MAIL,
AND UNITED STATES MAIL

Brent Ayscough, Esq.
Ayscough & Marar
23110 Crenshaw Boulevard, Suite A
Torrance, CA 90505-3025

Re: Patricia Wick and Tammy Reyes, Co-Trustees, et al., v. Hrage Nahabedian dba Deli Roma, Los Angeles County Superior Court Case No. SB12Z00162

Dear Mr. Ayscough:

This letter is written in response to your letter of April 5, 2012.

Because your letter contains references to both general lease-related matters and specific settlement-related matters, I am writing two letters. This letter will address general lease-related matters.

Your April 5 letter takes issue with the statement, contained in my letter of April 3, 2012, that "In accordance with the terms of the 'Business Property Lease Renewal' dated March 28, 2007, the only matter remaining to be negotiated is 'market rent.'" Your letter asserts that there are other "important monetary issues" to be resolved between the parties.

It is my clients' position that the negotiation of "market rent" for purposes of reaching mutual agreement on the provisions of a new lease for your client is an entirely separate matter from the resolution of any monetary claims that your client may be asserting against my clients. The fact of the matter is that your client's current lease expires at the end of this month, and unless a new lease is in place by May 1, your client will be obligated to vacate the premises by April 30. The fact that your client may have unresolved "monetary issues" with my clients does not automatically extend the term of the current lease, nor does it entitle your client to "hold over" in the premises after the term of the current lease expires.

Under the terms of the "Business Property Lease Renewal," your client has the right, but not the obligation, to enter into a new lease for the premises on the terms specified in that document. If your client chooses not to engage in negotiations regarding the "market rent" to be charged under the new lease -- negotiations that are clearly contemplated by the terms of the "Business Property Lease Renewal" --

EXHIBIT D

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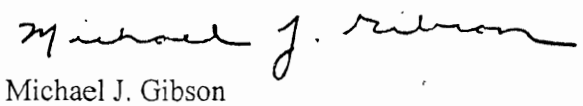
GREENBERG, WHITCOMBE & TAKEUCHI, LLP

that is certainly your client's right. However, the natural consequence of that choice will be the expiration of the current lease without a new lease having been put in place, and a corresponding obligation of your client to vacate the premises by April 30.

Finally, this will confirm that your client has not, to date, provided my clients with copies of the pending permit applications, as requested in my letter of April 3.

Very truly yours,



Michael J. Gibson
for the firm

RIVIERA
PROPERTY MANAGEMENT CO.

Tony Nahabedian
Deli Roma's
Ocean West Plaza
3901 Pacific Coast Hwy. Suite A
Torrance, Ca 90505

Tony,

I have been entrusted by the Owners of Ocean West Plaza to work with you and them to negotiate a new lease agreement with Deli Roma. I know what has gone on in the recent past with the Attorneys and their involvement.

I realize you and the Owners of Ocean West Plaza have had your disagreements but now there is an opportunity for all the parties to re-start the process and get an agreeable lease contract between you. I can help in this process.

A new five year lease is vital to the continued operations of the restaurant. I know you are taking this seriously but, you need to act now to get this lease in place. I am available Monday through Friday at my office as early as 8:30 AM to work out the details. As I have indicated before, I have all of the paperwork, data bases and files that are necessary for a productive meeting at my office. We can sit down and get this done in a reasonable amount of time.

Please call me at my office number to set up an appointment. If I'm not available when you call I have instructed my staff to book a meeting time with you.

Sincerely,

Ross L. Moore
Riviera Property Management
Ca RE lic#00630984

2308 ARTESIA BLVD., SUITE A, REDONDO BEACH, CA 90278 · PHONE (310) 937-6388 · FAX (310) 937-6390

RIVIERA IS A DIVISION OF ROSSMOORE REALTY INC.

EXHIBIT E

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MICHAEL E. ADLER*

*OF COUNSEL

‡Also Member of District of Columbia Bar

SENDERS E-MAIL
mgibson@gwtllp.com

April 16, 2012

OUR FILE
100-2737

VIA FAX, E-MAIL,
AND UNITED STATES MAIL

Brent Ayscough, Esq.
Ayscough & Marar
23110 Crenshaw Boulevard, Suite A
Torrance, CA 90505-3025

Re: Patricia Wick and Tammy Reyes, Co-Trustees, et al., v. Hrage Nahabedian dba Deli Roma, Los Angeles County Superior Court Case No. SB12Z00162

Dear Mr. Ayscough:

This letter is written in response to your letters of April 13, 2012, and April 16, 2012.

Because your letters contain references to both general lease-related matters and specific settlement-related matters, I am writing two letters. This letter will address general lease-related matters.

Both of your letters state that Mr. Nahabedian "exercised his 5 year option on December 6, 2011." As I have previously pointed out in my letters to you, an option to extend a lease cannot be validly exercised by a tenant who is breach of his lease. My clients' position in this matter has not changed; although they still believe your client to be in breach, they have agreed to negotiate with him as a show of good faith, and in reliance on his representations that he is in the process of curing the breach. In that regard, I once again note that your client has yet to provide my clients with copies of the pending permit applications, as requested in my letter of April 3.

This will also confirm that, as stated in my letter of April 3, my clients and their broker remain willing and ready to negotiate the discrete issue of "market rent" in accordance with the terms of the "Business Property Lease Renewal" dated March 28, 2007.

I cannot emphasize enough that, even if your client believes that he is owed money by my clients, that does not automatically extend the term of his current lease, nor does it entitle him to "hold over" in

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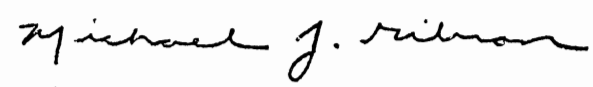
the premises after the term of the current lease expires. If you have any specific legal authority to the contrary, kindly provide it.

Very truly yours,



Michael J. Gibson
for the firm

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April 16, 2012

OUR FILE
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VIA FAX, E-MAIL,
AND UNITED STATES MAIL

Brent Ayscough, Esq.
Ayscough & Marar
23110 Crenshaw Boulevard, Suite A
Torrance, CA 90505-3025

Re: Patricia Wick and Tammy Reyes, Co-Trustees, et al., v. Hrage Nahabedian dba Deli Roma, Los Angeles County Superior Court Case No. SB12Z00162

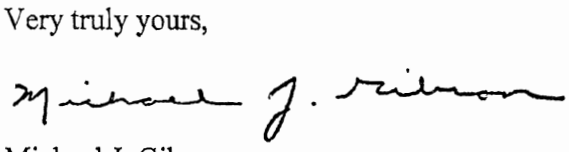
Dear Mr. Ayscough:

This letter is written in response to your letter of today's date regarding real estate broker Ross Moore.

Mr. Moore, as my clients' real estate broker, is authorized to negotiate "market rent" and matters incidental to finalizing the form of the proposed new lease for the extended five-year term. He is not authorized to negotiate a settlement of your client's claims, including the claims addressed in your letter of April 13. Accordingly, I am not forwarding a copy of your April 13 letter to Mr. Moore.

It is my understanding that your client has already been in contact with Mr. Moore to discuss the proposed new lease. For ease of reference, his telephone number is (310) 937-6388; his fax number is (310) 937-6390; and his e-mail address is ross@rmrealtyservices.com.

Very truly yours,



Michael J. Gibson
for the firm

EXHIBIT G