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March 28, 2016

Tyler J. Woods  
Newport Trial Group  
4100 Newport Place, Suite 800  
Newport Beach, California 92660

Sender's Email  
eva@primuthlaw.com

Sender's Phone Number  
626-683-7234

**RE: In the Matter of Erica Ephedra, LLC v. Buckley | EC064320**

Mr. Woods,

Enclosed please find the following:

1. Plaintiff's Responses to Defendants' Form Interrogatories
2. Plaintiff's Responses to Defendants' Special Interrogatories
3. Plaintiff's Responses to Defendants' Requests for Admission
4. Plaintiff's Responses to Defendants' Requests for Production of Documents

Please do not hesitate to contact me or Joshua Driskell with any questions or concerns.

Very truly yours,

PRIMUTH & DRISKELL, LLP

*Eva L. Dixon*

Eva L. Dixon, Esq.

Enclosures



Joshua Driskell (SBN 294616)  
Eva Dixon (SBN 296633)  
Primuth & Driskell, LLP  
790 E. Colorado Blvd., Suite 790  
Pasadena, CA 91101  
(626) 389-8252

Attorney for Erica Ephedra, LLC, a California Limited Liability Company dba Boulder Investment and Realty Company

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

ERICA EPHEDRA, LLC, a California Limited Liability Company dba Boulder Investment and Realty Company

Plaintiff,

v.

FRED BUCKLEY, CORINNE BUCKLEY, MEN'S TESTOSTERONE CENTER, an entity of unknown formation, and DOES 1-10, inclusive

Defendants.

Case No.: EC064320

ASSIGNED FOR ALL PURPOSES TO THE HONORABLE JUDGE WILLIAM D. STEWART

**PLAINTIFF ERICA EPHEDRA, LLC'S  
RESPONSES TO DEFENDANTS FRED  
BUCKLEY, CORINNE BUCKLEY AND  
MEN'S TESTOSTERONE CENTER'S  
FORM INTERROGATORIES**

SET ONE

PROPOUNDING PARTY: Defendant, Fred Buckley, Corinne Buckley and Men's Testosterone Center, LLC

RESPONDING PARTY: Plaintiff, Erica Ephedra, LLC

SET NUMBER: ONE

Plaintiff Erica Ephedra, LLC hereby responds to Defendant's Form Interrogatories as follows:

**INTRODUCTORY STATEMENT**

The following discovery responses are based on current investigation and discovery and this responding party therefore reserves the right to amend or supplement these responses based on information resulting from further investigation and discovery, and to introduce at trial any and all such evidence. This responding party makes the following responses with express reservation of all

1 objections as to the competency, relevance, materiality, and the admissibility of the response, the  
2 subject matter thereof, and any documents discussed, produced or identified in connection  
3 therewith, as evidence for any purpose in any further proceedings in this action, with further  
4 reservation of the right to move for a protective order to protect the confidentiality of the  
5 information provided.

6  
7 FORM INTERROGATORY NO. 1.1:

8 State the name, ADDRESS, telephone number, and relationship to you of each PERSON who  
9 prepared or assisted in the preparation of the responses to these interrogatories.

10 **Yan Shen Morrison**

11 **714 Heatherside Road, Pasadena, CA. 91105**

12 **626-792-0012**

13 **Plaintiff's Property Manager**

14 **Joshua R. Driskell**

15 **790 E Colorado Blvd., Ste. 790, Pasadena, CA 91101**

16 **626-389-8252**

17 **Attorney**

18 **Eva L. Dixon**

19 **790 E Colorado Blvd., Ste. 790, Pasadena, CA 91101**

20 **626-683-7234**

21 **Attorney**

22 FORM INTERROGATORY NO. 3.1:

23 Are you a corporation? If so, state:

24 (a) the name stated in the current articles of incorporation;

25 (b) all other names used by the corporation during the past 10 years and the dates each was used;

26 (c) the date and place of incorporation;

27 (d) the ADDRESS of the principal place of business; and

28 (e) whether you are qualified to do business in California.

1 **No.**

2 FORM INTERROGATORY NO. 3.2:

3 Are you a partnership? If so, state:

4 (a) the current partnership name;

5 (b) all other names used by the partnership during the past 10 years and the dates each was used;

6 (c) whether you are a limited partnership and, if so, under the laws of what jurisdiction;

7 (d) the name and ADDRESS of each general partner;

8 **No.**

9 FORM INTERROGATORY NO. 3.3:

10 Are you a limited liability company? If so, state:

11 (a) the name stated in the current articles of organization; **Erica Ephedra, LLC;**

12 (b) all other names used by the company during the past 10 years and the date each was used;

13 **Boulder Investment and Realty Company;**

14 (c) the date and place of filing of the articles of organization; **01/03/12; CA Secretary of State;**

15 (d) the ADDRESS of the principal place of business; **714 Heatherside Rd, Pasadena, CA, 91105;**

16 (e) whether you are qualified to do business in California. **Yes.**

17 FORM INTERROGATORY NO. 3.4:

18 Are you a joint venture? If so, state:

19 (a) the current joint venture name; **Boulder Investment and Realty Company**

20 (b) all other names used by the joint venture during the past 10 years and the dates each was used;

21 **None.**

22 (c) the name and ADDRESS of each joint venturer; **None.**

23 (d) the ADDRESS of the principal place of business. **714 Heatherside Rd, Pasadena, CA 91105.**

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1 FORM INTERROGATORY NO. 3.5:

2 Are you an unincorporated association? If so, state:

3 (a) the current unincorporated association name;

4 (b) all other names used by the unincorporated association during the past 10 years and the dates  
5 each was used; and

6 (c) the ADDRESS of the principal place of business.

7 **No.**

8 FORM INTERROGATORY NO. 3.6:

9 Have you done business under a fictitious name during the past 10 years? If so, for each fictitious  
10 name state:

11 (a) the name; **Boulder Investment and Realty Company;**

12 (b) the dates each was used; **1987 to Present;**

13 (c) the state and county of each fictitious name filing; **Los Angeles County, California.**

14 (d) the ADDRESS of the principal place of business. **714 Heatherside Rd, Pasadena, CA, 91105.**

15 FORM INTERROGATORY NO. 3.7:

16 Within the past five years has any public entity registered or licensed your business? If so, for each  
17 license or registration:

18 (a) identify the license or registration;

19 (b) state the name of the public entity; and

20 (c) state the dates of issuance and expiration.

21 **No.**

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1 FORM INTERROGATORY NO. 7.1:

2 Do you attribute any loss of or damage to any vehicle or other property to the INCIDENT? If so, for  
3 each item of property:

4 (a) describe the property;

5 (b) describe the nature and location of the damage to the property;

6 (c) state the amount of damage you are claiming for each amount of property and how the amount  
7 was calculated; and

8 (d) if the item was sold, state the name, ADDRESS, and telephone number of the seller, the date of  
9 sale , and the sale price.

10 **Yes.**

11 **(a) 2500 square ft. Office Suite - 213 S. Euclid Ave., Pasadena, CA 91101;**

12 **(b) Property was in disarray with partial construction abandoned mid-way prior to**  
13 **completion; We did not attempt to complete the work, but did only what was appropriate to**  
14 **make the property acceptable for showing and renting, as follows:**

- 15 • **2/19/14: General clean-up of walls, windows, light fixtures, floors and tow away left-**  
16 **over materials and trash.**
- 17 • **2/28/15: Review condition of 213 for showing – Survey and locate items removed by**  
18 **Defendant's painters.**
- 19 • **3/4/15: Purchase materials and Install face plates in entry carpet outlet, cut and**  
20 **replace several ceiling panels, place rat bait and bait station in attic space, spray**  
21 **exterior for bugs, spray attic space for termites, re-mount door trim pieces removed by**  
22 **painters, clean and mount office reminder panels at six locations, removed masking**  
23 **tape on bath and southeast office, check all cupboards and drawers for contents and**  
24 **correct hinges.**

25 **(c) TOTAL COST..... \$1351**

26 **(d) Not applicable.**

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1 FORM INTERROGATORY NO. 7.2:

2 Has a written estimate or evaluation been made for any item of property referred to in your answer  
3 to the preceding interrogatory? If so, for each estimate or evaluation state:

4 (a) the name, ADDRESS, and telephone number of the PERSON who prepared it and the date  
5 prepared;

6 (b) the name, ADDRESS and telephone number of each person who has a copy of it; and

7 (c) the amount of damage stated.

8 **Not applicable.**

9 FORM INTERROGATORY NO. 7.3:

10 Has any item of property referred to in your answer to interrogatory 7.1 been repaired? If so, for  
11 each item state:

12 (a) the date repaired;

13 (b) a description of the repair;

14 (c) the repair cost;

15 (d) the name, ADDRESS, and telephone number of the PERSON who repaired it;

16 (e) the name, ADDRESS, and telephone number of the PERSON who paid for the repair.

17 **Yes.**

18 **(a) See Responses to 7.1;**

19 **(b) See Responses to 7.1;**

20 **(c) See Responses to 7.1;**

21 **(d) Efrain Gutierrez; 323-901-6530;**

22 **(e) Yan Shen Morrison; 714 Heatherside Road, Pasadena, CA 91105; 626-792-0012.**

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1 FORM INTERROGATORY NO. 9.1:

2 Are there any other damages that you attribute to the INCIDENT? If so, for each item of damage  
3 state:

4 (a) the nature;

5 (b) the date it occurred;

6 (c) the amount; and

7 (d) the name, ADDRESS, and telephone number of each PERSON to whom an obligation was  
8 incurred.

9 **Yes, Plaintiff's loss from reduced rents as a result of Defendants' breach.**

10 FORM INTERROGATORY NO. 9.2:

11 Do any DOCUMENTS support the existence or amount of any item of damages claimed in  
12 interrogatory 9.1? If so, describe each document and state the name, ADDRESS, and telephone  
13 number of the PERSON who has each DOCUMENT.

14 **Yes. See Exhibit 1 - Plaintiff's Document Production.**

15 FORM INTERROGATORY NO. 12.1:

16 State the name, ADDRESS, and telephone number of each individual:

17 (a) who witnessed the INCIDENT or the events occurring immediately before or after the  
18 INCIDENT;

19 (b) who made any statement at the scene of the INCIDENT;

20 (c) who heard any statements made about the INCIDENT by any individual at the scene; and

21 (d) who YOU OR ANYONE ACTING ON YOUR BEHALF claim has knowledge of the  
22 INCIDENT (except for expert witnesses covered by Code of Civil Procedure section 2034).

23 **John Alle, 600 S, Lake Ave., Suite 510, Pasadena, CA 91106; 626-795-1511**

24 **Yan Shen Morrison, 714 Heatherside Road, Pasadena, CA 91105; 626-792-0012**

25 **Dale Morrison, 714 Heatherside Road, Pasadena, CA 91105; 626-792-0012**

26 **Efrain Gutierrez, 720 N. 4th St., Montebello, CA 90640 323-901-6530**

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1 FORM INTERROGATORY NO. 12.2:

2 Have YOU OR ANYONE ACTING ON YOUR BEHALF interviewed any individual concerning  
3 the INCIDENT? If so, for each individual state:

4 (a) the name, ADDRESS, and telephone number of the individual interviewed;

5 (b) the date of the interview; and

6 (c) the name, ADDRESS, and telephone number of the PERSON who conducted the interview.

7 **No.**

8 FORM INTERROGATORY NO. 12.3:

9 Have YOU OR ANYONE ACTING ON YOUR BEHALF obtained a written or recorded statement  
10 from any individual concerning the INCIDENT? If so, for each statement state:

11 (a) the name, ADDRESS, and telephone number of the individual from whom the statement was  
12 obtained;

13 (b) the name, ADDRESS, and telephone number of the individual who obtained the statement;

14 (c) the date the statement was obtained; and

15 (d) the name, ADDRESS, and telephone number of each PERSON who has the original statement  
16 or a copy.

17 **No.**

18 FORM INTERROGATORY NO. 12.4:

19 Do YOU OR ANYONE ACTING ON YOUR BEHALF know of any photographs, films, or  
20 videotapes depicting any place, object, or individual concerning the INCIDENT or plaintiffs  
21 injuries? If so, state:

22 (a) the number of photographs or feet of film or videotape;

23 (b) the places, objects, or persons photographed, filmed, or videotaped;

24 (c) the date the photographs, films, or videotapes were taken;

25 (d) the name, ADDRESS, and telephone number of the individual taking the photographs, films, or  
26 videotapes;

27 (e) the name, ADDRESS, and telephone number of each PERSON who has the original or a copy  
28 of the photographs, films, or videotapes.



1 **Yes. See Exhibit 1 - Plaintiff's Document Production.**

2 **(a) 142 photographs**

3 **(b) The photographs are of the property at 213 S. Euclid Ave., Pasadena, CA 91101;**

4 **(c) February 2012 – Before Defendant took possession of the property.**

5 **December 2013 – Property after Defendant took possession and left property in disarray.**

6 **February 2015 – Property after making the improvements to re-lease.**

7 **(d) Yan Shen Morrison, 714 Heatherside Road, Pasadena, CA 91105; 626-792-0012**

8 **(e) Same as (d) above.**

9 FORM INTERROGATORY NO. 12.5:

10 Do YOU OR ANYONE ACTING ON YOUR BEHALF know of any diagram, reproduction, or  
11 model of any place or thing (except for items developed by expert witnesses covered by Code of  
12 Civil Procedure sections 2034.210- 2034.310) concerning the INCIDENT? If so, for each item  
13 state:

14 (a) the type (i.e., diagram, reproduction, or model);

15 (b) the subject matter; and

16 (c) the name, ADDRESS, and telephone number of each PERSON who has it.

17 **No.**

18 FORM INTERROGATORY NO. 12.6:

19 Was a report made by any PERSON concerning the INCIDENT? If so, state:

20 (a) the name, title, identification number, and employer of the PERSON who made the report;

21 (b) the date and type of report made;

22 (c) the name, ADDRESS, and telephone number of the PERSON for whom the report was made;

23 (d) the name, ADDRESS, and telephone number of each PERSON who has the original or a copy  
24 of the report.

25 **No.**

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1 FORM INTERROGATORY NO. 12.7:

2 Have YOU OR ANYONE ACTING ON YOUR BEHALF inspected the scene of the INCIDENT?

3 If so, for each inspection state:

4 (a) the name, ADDRESS, and telephone number of the individual making the inspection (except for  
5 expert witnesses covered by Code of Civil Procedure sections 2034.210-2034.310); and

6 (b) the date of the inspection.

7 **Yes.**

8 **(a) Yan Shen Morrison, 714 Heatherside Road, Pasadena, CA 91105; 626-792-0012**

9 **(b) December 13, 2013.**

10 FORM INTERROGATORY NO. 13.1:

11 Have YOU OR ANYONE ACTING ON YOUR BEHALF conducted surveillance of any individual  
12 involved in the INCIDENT or any party to this action? If so, for each surveillance state:

13 (a) the name, ADDRESS, and telephone number of the individual or party;

14 (b) the time, date, and place of the surveillance;

15 (c) the name, ADDRESS, and telephone number of the individual who conducted the surveillance;

16 (d) the name, ADDRESS, and telephone number of each PERSON who has the original or a copy  
17 of any surveillance photograph, film, or videotape.

18 **No.**

19 FORM INTERROGATORY NO. 13.2:

20 Has a written report been prepared on the surveillance? If so, for each written report state:

21 (a) the title;

22 (b) the date;

23 (c) the name, ADDRESS, and telephone number of the individual who prepared the report; and

24 (d) the name, ADDRESS, and telephone number of each PERSON who has the original or a copy.

25 **No.**

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1 FORM INTERROGATORY NO. 17.1:

2 Is your response to each request for admission served with these interrogatories an unqualified  
3 admission? If not, for each responses that is not an unqualified admission:

4 (a) state the number of the request;

5 (b) state all facts upon which you base your response;

6 (c) state the names, ADDRESSES, and telephone numbers of all PERSONS who have knowledge  
7 of those facts; and

8 (d) identify all DOCUMENTS and other tangible things that support your response and state the  
9 name, ADDRESS, and telephone number of the PERSON who has each DOCUMENT or thing.

10 **Yes.**

11 FORM INTERROGATORY NO. 50.1:

12 For each agreement alleged in the pleadings:

13 (a) identify each DOCUMENT that is part of the agreement and for each state the name,  
14 ADDRESS, and telephone number of each PERSON who has the DOCUMENT;

15 (b) state each part of the agreement not in writing, the name, ADDRESS, and telephone number of  
16 each PERSON agreeing to that provision, and the date that part of the agreement was made;

17 (c) identify all DOCUMENTS that evidence any part of the agreement not in writing and for each  
18 state the name, ADDRESS, and telephone number of each PERSON who has the DOCUMENT;

19 (d) identify all DOCUMENTS that are part of any modification to the agreement, and for each state  
20 the name, ADDRESS, and telephone number of each PERSON who has the DOCUMENT;

21 (e) state each modification not in writing, the date, and the name, ADDRESS, and telephone  
22 number of each PERSON agreeing to the modification, and the date the modification was made;

23 (f) identify all DOCUMENTS that evidence any modification of the agreement not in writing and  
24 for each state the name, ADDRESS, and telephone number of each PERSON who has the  
25 DOCUMENT.

26 //

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1 (a) See Exhibit 1 - Plaintiff's Document Production.

- 2 • Commercial Lease Agreement dated 06/24/2013;
- 3 • Men's Testosterone Center, LLC.
- 4 1171 S. Robertson Blvd., Ste 525, Los Angeles, CA 90035; 310-553-7400;
- 5 • Fred Buckley, 1315 Angelo Drive, Beverly Hills, CA 90210; 310-270-7035;
- 6 • Corinne Buckley, 1315 Angelo Drive, Beverly Hills, CA 90210; 310-270-7035.
- 7 • Boulder Investment and Realty Company, P.O. Box 61246 Pasadena, CA 91116
- 8 • Yan Shen, 714 Heatherside Road, Pasadena, CA 91105

9 (b) – (f) Not applicable.

10 FORM INTERROGATORY NO. 50.2:

11 Was there a breach of any agreement alleged in the pleadings? If so, for each breach describe and  
12 give the date of every act or omission that you claim is the breach of the agreement.

13 **Yes, Defendants failed to pay the agreed rents for the period of 01/01/14 to 06/30/16; Interior**  
14 **damages caused repairs and maintenance 08/01/13 to 12/01/13; City utility bills 02/19/14 to**  
15 **3/25/15; Advertisement fees 01/01/14 to 03/25/15; Broker lease fees 01/01/14 to 03/25/15;**  
16 **Attorney fees 02/18/15 to date.**

17 FORM INTERROGATORY NO. 50.3:

18 Was performance of any agreement alleged in the pleadings excused? If so, identify each agreement  
19 excused and state why performance was excused.

20 **No.**

21 FORM INTERROGATORY NO. 50.4:

22 Was any agreement alleged in the pleadings terminated by mutual agreement, release, accord and  
23 satisfaction, or novation? If so, identify each agreement terminated, the date of termination, and the  
24 basis of the termination.

25 **No.**

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1 FORM INTERROGATORY NO. 50.5:

2 Is any agreement alleged in the pleadings unenforceable?

3 If so, identify each unenforceable agreement and state why it is unenforceable.

4 **No.**

5 FORM INTERROGATORY NO. 50.6:

6 Is any agreement alleged in the pleadings ambiguous?

7 If so, identify each ambiguous agreement and state why it is ambiguous.

8 **No.**

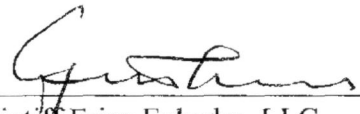
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**VERIFICATION**

I, Yan Shen, am an agent for the Plaintiff in the above-entitled action. I have read the foregoing PLAINTIFF ERICA EPHEDRA, LLC'S RESPONSES TO DEFENDANTS' FORM INTERROGATORIES SET ONE and know the contents thereof. The same is true of my own knowledge except as to those matters which are therein stated as to my information and belief, and as to those matters, I believe them to be true.

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

Executed on March 28, 2016 at Pasadena, California.

  
\_\_\_\_\_  
Agent for Plaintiff Erica Ephedra, LLC  
Yan Shen

1 **IN THE MATTER OF ERICA EPHEDRA, LLC VS**  
2 **BUCKLEY**

CASE NO.: EC064320

3 **DECLARATION OF SERVICE**

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party  
5 to the within entitled action. My business address is 790 E. Colorado Blvd., Suite 790, Pasadena, CA  
6 91101. On March 29, 2016, I served the following documents on the interested parties in said action:

7 **PLAINTIFF ERICA EPHEDRA, LLC'S RESPONSES TO DEFENDANTS' FORM**  
8 **INTERROGATORIES SET ONE**

9 ☒ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing  
10 correspondence for mailing. Under that practice it would be deposited in U.S. postal service  
11 on that same day with postage thereon fully prepaid at Pasadena, California in the ordinary  
12 course of business. I am aware that on motion of the party served, service is presumed  
13 invalid if postal cancellation date or postage meter date is more than one day after date of  
14 deposit for mailing in affidavit.

15 ☐ **(BY FEDERAL EXPRESS)** I am "readily familiar" with the firm's practice of collection  
16 and processing such documents for overnight (next business day) delivery. Under that  
17 practice, I hand-delivered said envelope, on the same day before close of business to the  
18 Federal Express office located at 1735 E. Colorado Blvd., Pasadena, California 91106, with  
19 delivery fees provided for.

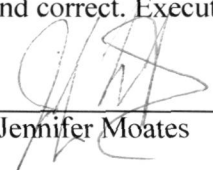
20 ☐ **(BY PERSONAL DELIVERY)** I personally delivered the document(s) listed above to the  
21 person(s) named below.

22 ☐ **(BY FAX)** I caused the document(s) to be sent to the person(s) at the fax number(s) below. I  
23 certify that said transmission was completed, that all pages were received, and that a report  
24 was generated by facsimile machine (626) 389-8253 which confirms said transmission and  
25 receipt.

26 ☐ **(BY E-MAIL)** Based on a court order or an agreement of the parties to accept service by e-  
27 mail or electronic transmission, I caused the documents to be sent to the person(s) at the e-  
28 mail address(es) listed below. I did not receive, within a reasonable time after the  
transmission, any electronic message or other indication that the transmission was  
unsuccessful.

Tyler J. Woods  
Newport Trial Group  
4100 Newport Place, Suite 800  
Newport Beach, California 92660

I declare, under penalty of perjury, that the foregoing is true and correct. Executed at Pasadena,  
California, on March 29, 2016.

  
Jennifer Moates

Joshua Driskell (SBN 294616)  
Eva Dixon (SBN 296633)  
Primuth & Driskell, LLP  
790 E. Colorado Blvd., Suite 790  
Pasadena, CA 91101  
(626) 389-8252

Attorney for Erica Ephedra, LLC, a California Limited Liability Company dba Boulder Investment and Realty Company

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

ERICA EPHEDRA, LLC, a California Limited Liability Company dba Boulder Investment and Realty Company	)	Case No.: EC064320
Plaintiff,	)	ASSIGNED FOR ALL PURPOSES TO THE HONORABLE JUDGE WILLIAM D. STEWART
v.	)	
FRED BUCKLEY, CORINNE BUCKLEY, MEN'S TESTOSTERONE CENTER, an entity of unknown formation, and DOES 1-10, inclusive	)	<b>PLAINTIFF ERICA EPHEDRA, LLC'S RESPONSES TO DEFENDANTS FRED BUCKLEY, CORINNE BUCKLEY AND MEN'S TESTOSTERONE CENTER'S SPECIAL INTERROGATORIES</b>
Defendants.	)	SET ONE

PROPOUNDING PARTY: Defendant, Fred Buckley, Corinne Buckley and Men's Testosterone Center, LLC

RESPONDING PARTY: Plaintiff, Erica Ephedra, LLC

SET NUMBER: ONE

Plaintiff Erica Ephedra, LLC hereby responds to Defendant's Form Interrogatories as follows:

**INTRODUCTORY STATEMENT**

The following discovery responses are based on current investigation and discovery and this responding party therefore reserves the right to amend or supplement these responses based on information resulting from further investigation and discovery, and to introduce at trial any and all such evidence. This responding party makes the following responses with express reservation of all



1 objections as to the competency, relevance, materiality, and the admissibility of the response, the  
2 subject matter thereof, and any documents discussed, produced or identified in connection  
3 therewith, as evidence for any purpose in any further proceedings in this action, with further  
4 reservation of the right to move for a protective order to protect the confidentiality of the  
5 information provided.

6  
7 SPECIAL INTERROGATORY NO. 1:

8 State all facts supporting YOUR First Cause of Action in the COMPLAINT for Breach of Contract.

9 **On June 24, 2013, Plaintiff and Defendants Fred Buckley, Corinne Buckley, and Men's**  
10 **Testosterone Center entered into a written Commercial Lease Agreement (hereinafter**  
11 **"Contract") to rent the commercial property at 213 South Euclid Avenue in Pasadena, CA**  
12 **91101, for a period of three years, beginning on July 1, 2013, and ending on June 30, 2016.**

13 **Defendants paid rent for the first six months, but Plaintiff never received any further**  
14 **payments after January 1, 2014. After signing the Contract, Defendant immediately began**  
15 **readying the property for move in but never completed work on the interior of property and**  
16 **never moved into the property.**

17 **On December 16, 2013, sensing that Defendant would not be taking full possession of**  
18 **the property or finishing the work started, Plaintiff wrote Defendants a letter requesting that**  
19 **they "put the property in condition for showing and leasing" if they were in fact breaching the**  
20 **Contract.**

21 **In the aforementioned letter, Plaintiff informed Defendants that Plaintiff and their**  
22 **broker were "showing the property to prospective tenants, however, the condition of the**  
23 **property...is an impediment to early and successful leasing." Additionally, Plaintiff "strongly**  
24 **recommends" that Defendants "employ an agency to lease the property since an early lease is**  
25 **in [their] interest," if they were in fact breaching the Contract.**

26 **On February 25, 2015, Defendants provided Plaintiff with a signed "Letter for**  
27 **Authorization to Lease Property & Change Locks" which stated in pertinent part that "This**  
28

1 letter constitutes authorization on my part and the Men's Testosterone Center to lease the  
2 unit at 213 S Euclid Ave Pasadena Ca 91101... to whomever you wish."

3 In order to mitigate damages, Plaintiff made improvements to the appearance of the  
4 property, expended funds to remove trash and debris from the property and hired a renting  
5 agent. On April 1, 2015, Plaintiff was able to re-let the property to another tenant, but at a  
6 rate less than Defendant's, from April 1, 2015 to June 30, 2018.

7 Pursuant to paragraph 25 of the Contract, if during the term of the tenancy  
8 agreement, the tenant breaches any obligation contained therein, "[t]enant shall also be  
9 responsible for lost rent, rental commissions, advertising expense, and painting costs  
10 necessary to ready [p]remises for re-rental." Therefore, as a result of Defendants' breach,  
11 Plaintiff has suffered damages of unpaid rents, renovation damages, broker lease fees, utility  
12 bill fees and advertisement fees. The total owed to Plaintiff, before attorney's fees, is over  
13 \$177,174.05.

14 SPECIAL INTERROGATORY NO. 2:

15 IDENTIFY all DOCUMENTS that support YOUR First Cause of Action in the COMPLAINT for  
16 Breach of Contract.

17 **See Exhibit 1 - Plaintiff's Document Production**

18 SPECIAL INTERROGATORY NO. 3:

19 IDENTIFY all persons with knowledge of facts that support YOUR First Cause of Action in the  
20 COMPLAINT for Breach of Contract.

21 **John Alle, 600 S. Lake Ave., #510, Pasadena, CA 91106; 310-990-7124.**

22 **Dale Morrison, 714 Heatherside Road, Pasadena, CA 91105; 626-372-2311.**

23 **Yan Shen Morrison, 714 Heatherside Road, Pasadena, CA 91105; 626-372-2311.**

24 SPECIAL INTERROGATORY NO. 4:

25 State all facts supporting YOUR Second Cause of Action in the COMPLAINT for Breach of  
26 Implied Covenant of Good Faith and Fair Dealing.

27 **On June 24, 2013, Plaintiff and Defendants Fred Buckley, Corinne Buckley, and Men's**  
28 **Testosterone Center entered into a written Commercial Lease Agreement (hereinafter**

1 “Contract”) to rent the commercial property at 213 South Euclid Avenue in Pasadena, CA  
2 91101, for a period of three years, beginning on July 1, 2013, and ending on June 30, 2016. A  
3 duty of good faith and fair dealing was implied in the Contract.

4 Defendants paid rent for the first six months, but Plaintiff never received any further  
5 payments after January 1, 2014. Defendants were unfairly interfering with Plaintiff’s right to  
6 receive the benefits of the Contract. After signing the Contract, Defendant immediately began  
7 readying the property for move in but never completed work on the interior of property and  
8 never moved into the property.

9 On December 16, 2013, sensing that Defendant would not be taking full possession of  
10 the property or finishing the work started, Plaintiff wrote Defendants a letter requesting that  
11 they “put the property in condition for showing and leasing” if they were in fact breaching the  
12 Contract.

13 In the aforementioned letter, Plaintiff informed Defendants that Plaintiff and their  
14 broker were “showing the property to prospective tenants, however, the condition of the  
15 property...is an impediment to early and successful leasing.” Additionally, Plaintiff “strongly  
16 recommends” that Defendants “employ an agency to lease the property since an early lease is  
17 in [their] interest,” if they were in fact breaching the Contract.

18 On February 25, 2015, Defendants provided Plaintiff with a signed “Letter for  
19 Authorization to Lease Property & Change Locks” which stated in pertinent part that “This  
20 letter constitutes authorization on my part and the Men’s Testosterone Center to lease the  
21 unit at 213 S Euclid Ave Pasadena Ca 91101... to whomever you wish.”

22 In order to mitigate damages, Plaintiff made improvements to the appearance of the  
23 property, expended funds to remove trash and debris from the property and hired a renting  
24 agent. On April 1, 2015, Plaintiff was able to re-let the property to another tenant, but at a  
25 rate less than Defendant’s, from April 1, 2015 to June 30, 2018.

26 Pursuant to paragraph 25 of the Contract, if during the term of the tenancy  
27 agreement, the tenant breaches any obligation contained therein, “[t]enant shall also be  
28 responsible for lost rent, rental commissions, advertising expense, and painting costs

necessary to ready [p]remises for re-rental.” Therefore, as a result of Defendants’ breach, Plaintiff has suffered damages of unpaid rents, renovation damages, broker lease fees, utility bill fees and advertisement fees. The total owed to Plaintiff, before attorney’s fees, is over \$177,174.05.

SPECIAL INTERROGATORY NO. 5:

IDENTIFY all DOCUMENTS that support YOUR Second Cause of Action in the COMPLAINT for Breach of implied Covenant of Good Faith and Fair Dealing.

**See Exhibit 1 - Plaintiff’s Document Production.**

SPECIAL INTERROGATORY NO. 6:

IDENTIFY all persons with knowledge of facts that support YOUR Second Cause of Action in the COMPLAINT for Breach of Implied Covenant of Good Faith and Fair Dealing.

**John Alle, 600 S. Lake Ave., #510, Pasadena, CA 91106; 310-990-7124.**

**Dale Morrison, 714 Heatherside Road, Pasadena, CA 91105; 626-372-2311.**

**Yan Shen Morrison, 714 Heatherside Road, Pasadena, CA 91105; 626-372-2311.**

SPECIAL INTERROGATORY NO. 7:

State all facts supporting YOUR Third Cause of Action in the COMPLAINT for Common Count - Open Book Account.

**On June 24, 2013, Plaintiff and Defendants Fred Buckley, Corinne Buckley, and Men’s Testosterone Center entered into a written Commercial Lease Agreement (hereinafter “Contract”) to rent the commercial property at 213 South Euclid Avenue in Pasadena, CA 91101, for a period of three years, beginning on July 1, 2013, and ending on June 30, 2016. Pursuant to the Contract, there were financial transactions between Plaintiff and Defendants whereby rental payments were made.**

**Plaintiff kept records of Defendant’s payments under the Contract, including debits and credits for payments made. Defendants paid rent for the first six months, but Plaintiff never received any further payments after January 1, 2014. After signing the Contract, Defendant immediately began readying the property for move in but never completed work on the interior of property and never moved into the property.**

1           On December 16, 2013, sensing that Defendant would not be taking full possession of  
2 the property or finishing the work started, Plaintiff wrote Defendants a letter requesting that  
3 they “put the property in condition for showing and leasing” if they were in fact breaching the  
4 Contract.

5           In the aforementioned letter, Plaintiff informed Defendants that Plaintiff and their  
6 broker were “showing the property to prospective tenants, however, the condition of the  
7 property...is an impediment to early and successful leasing.” Additionally, Plaintiff “strongly  
8 recommends” that Defendants “employ an agency to lease the property since an early lease is  
9 in [their] interest,” if they were in fact breaching the Contract.

10           On February 25, 2015, Defendants provided Plaintiff with a signed “Letter for  
11 Authorization to Lease Property & Change Locks” which stated in pertinent part that “This  
12 letter constitutes authorization on my part and the Men’s Testosterone Center to lease the  
13 unit at 213 S Euclid Ave Pasadena Ca 91101... to whomever you wish.”

14           In order to mitigate damages, Plaintiff made improvements to the appearance of the  
15 property, expended funds to remove trash and debris from the property and hired a renting  
16 agent. On April 1, 2015, Plaintiff was able to re-let the property to another tenant, but at a  
17 rate less than Defendant’s, from April 1, 2015 to June 30, 2018.

18           Pursuant to paragraph 25 of the Contract, if during the term of the tenancy  
19 agreement, the tenant breaches any obligation contained therein, “[t]enant shall also be  
20 responsible for lost rent, rental commissions, advertising expense, and painting costs  
21 necessary to ready [p]remises for re-rental.” Therefore, as a result of Defendants’ breach,  
22 Defendant owes Plaintiff damages of unpaid rents, renovation damages, broker lease fees,  
23 utility bill fees and advertisement fees. Plaintiff made multiple demands that Defendants pay  
24 the amount owing, to no avail. The total owed to Plaintiff, before attorney’s fees, is over  
25 \$177,174.05.

26 SPECIAL INTERROGATORY NO. 8:

27 IDENTIFY all DOCUMENTS that support YOUR Third Cause of Action in the COMPLAINT for  
28 Common Count - Open Book Account.

1 **See Exhibit 1 - Plaintiff's Document Production.**

2 SPECIAL INTERROGATORY NO. 9:

3 IDENTIFY all persons with knowledge of facts that support YOUR Third Cause of Action in the  
4 COMPLAINT for Common Count - Open Book Account.

5 **John Alle, 600 S. Lake Ave., #510, Pasadena, CA 91106; 310-990-7124.**

6 **Dale Morrison, 714 Heatherside Road, Pasadena, CA 91105; 626-372-2311.**

7 **Yan Shen Morrison, 714 Heatherside Road, Pasadena, CA 91105; 626-372-2311.**

8 SPECIAL INTERROGATORY NO. 10:

9 State all facts supporting YOUR contention that "[i]n order to mitigate damages, Plaintiff made  
10 improvements to the appearance of the property, expended funds to remove trash and debris from  
11 the property and hired a renting agent," as alleged in paragraph 17 of the COMPLAINT.

12 **Defendant left the property in disarray with partial construction abandoned mid-way**  
13 **prior to completion, so Plaintiff did the necessary work to make the property acceptable for**  
14 **showing and renting.**

15 **On December 27, 2013, Plaintiff placed an advertisement on Craigslist for the**  
16 **property. Then, on February 16, 2014, Plaintiff hired John Alle, a leasing broker, to actively**  
17 **advertise and show the property for lease until it was finally re-let in April of 2015. On**  
18 **February 19, 2014, Plaintiff had the workers do a general clean-up of walls, windows, light**  
19 **fixtures, floors and tow away left-over materials and trash.**

20 **On January 16, 2015, Plaintiff purchased an advertisement through LoopNet. Then on**  
21 **February 28, 2015, Plaintiff reviewed the condition of 213 for showing, conducting a survey**  
22 **and locating items removed by Defendants' painters. On March 4, 2015, Plaintiff did the**  
23 **following: purchased materials, installed face plates in entry carpet outlet, cut and replaced**  
24 **several ceiling panels, placed rat bait and bait station in attic space, sprayed exterior for bugs,**  
25 **sprayed attic space for termites, re-mounted door trim pieces removed by painters, cleaned**  
26 **and mounted office reminder panels at six locations, removed masking tape on bath and**  
27 **southeast office, checked all cupboards and drawers for contents and corrected the hinges.**

28 SPECIAL INTERROGATORY NO. 11:

1 IDENTIFY all DOCUMENTS that support YOUR contention that "[i]n order to mitigate damages,  
2 Plaintiff made improvements to the appearance of the property, expended funds to remove trash and  
3 debris from the property and hired a renting agent," as alleged in paragraph 17 of the  
4 COMPLAINT.

5 **See Exhibit 1 - Plaintiff's Document Production.**

6 SPECIAL INTERROGATORY NO. 12:

7 IDENTIFY all persons with knowledge of facts that support YOUR contention that "[i]n order to  
8 mitigate damages, Plaintiff made improvements to the appearance of the property, expended funds  
9 to remove trash and debris from the property and hired a renting agent," as alleged in paragraph 17  
10 of the COMPLAINT.

11 **John Alle, 600 S. Lake Ave., #510, Pasadena, CA 91106; 310-990-7124.**

12 **Dale Morrison, 714 Heatherside Road, Pasadena, CA 91105; 626-372-2311.**

13 **Yan Shen Morrison, 714 Heatherside Road, Pasadena, CA 91105; 626-372-2311.**

14 SPECIAL INTERROGATORY NO. 13:

15 State all facts supporting YOUR contention that "[o]n April 1, 2015, Plaintiff was able to re-let the  
16 property to another tenant, but at a rate less than Defendant's, from April 1, 2015 to June 30,  
17 14 2018," as alleged in paragraph 18 of the COMPLAINT.

18 **Over the course of those 13 months, the leasing broker had advertised or shown the**  
19 **property to over 50 different prospective tenants, to no avail. After over 13 months actively**  
20 **advertising and showing the property to prospective tenants, Plaintiff was finally able to re-let**  
21 **the property, but in order to get the tenant to agree to rent, Plaintiff had to offer a lower rate**  
22 **than she had bargained for with Defendants.**

23 SPECIAL INTERROGATORY NO. 14:

24 IDENTIFY all DOCUMENTS that support YOUR contention that "[o]n April 1, 2015,  
25 Plaintiff was able to re-let the property to another tenant, but at a rate less than Defendant's, from  
26 April 1, 2015 to June 30, 2018," as alleged in paragraph 18 of the COMPLAINT.

27 **See Exhibit 1 - Plaintiff's Document Production.**

28 SPECIAL INTERROGATORY NO. 15:



1 IDENTIFY all persons with knowledge of facts that support YOUR contention that "[o]n April  
2 1, 2015, Plaintiff was able to re-let the property to another tenant, but at a rate less than Defendant's,  
3 from April 1, 2015 to June 30, 2018," as alleged in paragraph 18 of the COMPLAINT.

4 **John Alle, 600 S. Lake Ave., #510, Pasadena, CA 91106; 310-990-7124.**

5 **Dale Morrison, 714 Heatherside Road, Pasadena, CA 91105; 626-372-2311.**

6 **Yan Shen Morrison, 714 Heatherside Road, Pasadena, CA 91105; 626-372-2311.**

7 SPECIAL INTERROGATORY NO. 16:

8 Describe all efforts YOU undertook to perform YOUR obligations under the LEASE. ("LEASE"  
9 shall mean the "Commercial Lease Agreement" that is attached as Exhibit A to the Complaint.)

10 **Plaintiff wrote letters to Defendants to try and get them to pay past due rents, then to**  
11 **inform them of their breach and get their assistance in lessening damages as a result of their**  
12 **breach. Plaintiff tried to get Defendants to clean the property, finish the repairs, hire a leasing**  
13 **broker to re-let the premises, sublease the property, to no avail. Finally, Plaintiff requested**  
14 **Defendants hand over the keys so Plaintiff could fully access the property to complete the**  
15 **necessary improvements to get the property ready for showing.**

16 **On December 16, 2013 Plaintiff send Defendants a letter requesting that they "put the**  
17 **property in condition for showing and leasing" and that Defendants "employ an agency to**  
18 **lease the property since an early lease is in [their] interest," if they were in fact breaching the**  
19 **Contract.**

20 **From January 2014 through March 2014, Plaintiff made many phone calls to**  
21 **Defendants and left messages to try and get the past due rent from Defendnats, however, the**  
22 **calls went unanswered. On February 19, 2014, Plaintiff sent Defendants a letter to inform**  
23 **them that Plaintiff was working with a leasing broker, John Alle. Then on July 8, 2014,**  
24 **Plaintiff suggested Defendants could also sublease.**

25 SPECIAL INTERROGATORY NO. 17:

26 Describe all efforts YOU undertook to re-let the PROPERTY. ("PROPERTY" shall mean the  
27 commercial property at 213 South Euclid Avenue, Pasadena, California 91101 that is the focus of  
28 the "Commercial Lease Agreement" that is attached as Exhibit A to the Complaint.)



1 Defendant left the property in disarray with partial construction abandoned mid-way  
2 prior to completion, so Plaintiff did the necessary work to make the property acceptable for  
3 showing and renting.

4 On December 27, 2013, Plaintiff placed an advertisement on Craigslist for the  
5 property. Then, on February 16, 2014, Plaintiff hired John Alle, a leasing broker, to actively  
6 advertise and show the property for lease until it was finally re-let in April of 2015. On  
7 February 19, 2014, Plaintiff had the workers do a general clean-up of walls, windows, light  
8 fixtures, floors and tow away left-over materials and trash.

9 On January 16, 2015, Plaintiff purchased an advertisement through LoopNet. Then on  
10 February 28, 2015, Plaintiff reviewed the condition of 213 for showing, conducting a survey  
11 and locating items removed by Defendants' painters. On March 4, 2015, Plaintiff did the  
12 following: purchased materials, installed face plates in entry carpet outlet, cut and replaced  
13 several ceiling panels, placed rat bait and bait station in attic space, sprayed exterior for bugs,  
14 sprayed attic space for termites, re-mounted door trim pieces removed by painters, cleaned  
15 and mounted office reminder panels at six locations, removed masking tape on bath and  
16 southeast office, checked all cupboards and drawers for contents and corrected the hinges.

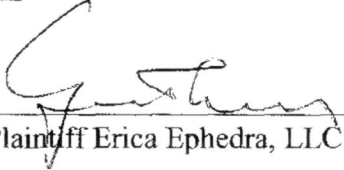
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**VERIFICATION**

I, Yan Shen, am the agent for the Plaintiff in the above-entitled action. I have read the foregoing PLAINTIFF ERICA EPHEDRA, LLC'S RESPONSES TO DEFENDANTS FRED BUCKLEY, CORINNE BUCKLEY AND MEN'S TESTOSTERONE CENTER'S SPECIAL INTERROGATORIES and know the contents thereof. The same is true of my own knowledge except as to those matters which are therein stated as to my information and belief, and as to those matters, I believe them to be true.

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

Executed on March 28, 2016 at Pasadena, California.

  
\_\_\_\_\_  
Agent for Plaintiff Erica Ephedra, LLC  
Yan Shen

1 **IN THE MATTER OF ERICA EPHEDRA, LLC VS**  
2 **BUCKLEY**

CASE NO.: EC064320

3 **DECLARATION OF SERVICE**

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party  
5 to the within entitled action. My business address is 790 E. Colorado Blvd., Suite 790, Pasadena, CA  
91101. On March 22, 2016, I served the following documents on the interested parties in said action:

6 **PLAINTIFF ERICA EPHEDRA, LLC'S RESPONSES TO DEFENDANTS' SPECIAL**  
7 **INTERROGATORIES SET ONE**

- 8 ☒ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing  
9 correspondence for mailing. Under that practice it would be deposited in U.S. postal service  
10 on that same day with postage thereon fully prepaid at Pasadena, California in the ordinary  
11 course of business. I am aware that on motion of the party served, service is presumed  
12 invalid if postal cancellation date or postage meter date is more than one day after date of  
13 deposit for mailing in affidavit.
- 14 ☐ **(BY PRIORITY MAIL)** I am "readily familiar" with the firm's practice of collection and  
15 processing such documents for overnight (next business day) delivery. Under that practice, I  
16 hand-delivered said envelope, on the same day before close of business to the Federal  
17 Express office located at 1735 E. Colorado Blvd., Pasadena, California 91106, with delivery  
18 fees provided for.
- 19 ☐ **(BY PERSONAL DELIVERY)** I personally delivered the document(s) listed above to the  
20 person(s) named below.
- 21 ☐ **(BY FAX)** I caused the document(s) to be sent to the person(s) at the fax number(s) below. I  
22 certify that said transmission was completed, that all pages were received, and that a report  
23 was generated by facsimile machine (626) 389-8253 which confirms said transmission and  
24 receipt.
- 25 ☐ **(BY E-MAIL)** Based on a court order or an agreement of the parties to accept service by e-  
26 mail or electronic transmission, I caused the documents to be sent to the person(s) at the e-  
27 mail address(es) listed below. I did not receive, within a reasonable time after the  
28 transmission, any electronic message or other indication that the transmission was  
unsuccessful.

Tyler J. Woods  
Newport Trial Group  
4100 Newport Place, Suite 800  
Newport Beach, California 92660

I declare, under penalty of perjury, that the foregoing is true and correct. Executed at Pasadena,  
California, on March 22, 2016.

  
Jennifer Moates

Joshua R. Driskell (SBN 294616)  
Eva L. Dixon (SBN 296633)  
Primuth & Driskell, LLP  
790 E. Colorado Blvd., Suite 790  
Pasadena, CA 91101  
(626) 389-8252

Attorney for Erica Ephedra, LLC, a California Limited Liability Company dba Boulder Investment and Realty Company

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

ERICA EPHEDRA, LLC, a California Limited Liability Company dba Boulder Investment and Realty Company	) Case No.: EC064320
	) ASSIGNED FOR ALL PURPOSES TO THE HONORABLE JUDGE WILLIAM D. STEWART
Plaintiff,	)
v.	) <b>PLAINTIFF ERICA EPHEDRA, LLC'S</b>
	) <b>RESPONSES TO DEFENDANTS FRED</b>
FRED BUCKLEY, CORINNE BUCKLEY, MEN'S TESTOSTERONE CENTER, an entity of unknown formation, and DOES 1-10, inclusive	) <b>BUCKLEY, CORINNE BUCKLEY AND</b>
	) <b>MEN'S TESTOSTERONE CENTER'S</b>
	) <b>REQUESTS FOR ADMISSION</b>
	) SET ONE
Defendants.	)

PROPOUNDING PARTY: Defendant, Fred Buckley, Corinne Buckley and Men's Testosterone Center, LLC

RESPONDING PARTY: Plaintiff, Erica Ephedra, LLC

SET NUMBER: ONE

Plaintiff Erica Ephedra, LLC hereby responds to Plaintiff's Request for Admissions as follows:

**INTRODUCTORY STATEMENT**

The following discovery responses are based on current investigation and discovery and this responding party therefore reserves the right to amend or supplement these responses based on information resulting from further investigation and discovery, and to introduce at trial any and all such evidence. This responding party makes the following responses with express reservation of all

1 objections as to the competency, relevance, materiality, and the admissibility of the response, the  
2 subject matter thereof, and any documents discussed, produced or identified in connection  
3 therewith, as evidence for any purpose in any further proceedings in this action, with further  
4 reservation of the right to move for a protective order to protect the confidentiality of the  
5 information provided.

6  
7 REQUEST FOR ADMISSION 1

8 Admit that YOU did not immediately attempt to re-let the PROPERTY after receipt of the  
9 "Letter for Authorization to Lease Property & Change Locks" provided to YOU by DEFENDANTS  
10 on or about February 25, 2015.

11 **Deny.**

12  
13 REQUEST FOR ADMISSION 2

14 Admit that YOU expended less than \$5,000 to improve the appearance of the PROPERTY, remove  
15 trash and debris from the property and hire a renting agent after receiving the "Letter for  
16 Authorization to Lease Property & Change Locks" from the Defendants.

17 **Deny.**

18  
19 REQUEST FOR ADMISSION 3

20 Admit that YOU undertook no action to re-let the PROPERTY between December 16, 2013 and  
21 February 25, 2015.

22 **Deny.**  
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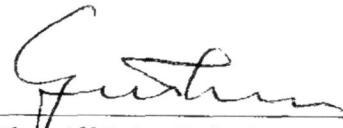
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**VERIFICATION**

I, Yan Shen, am the agent for the Plaintiff in the above-entitled action. I have read the foregoing PLAINTIFF ERICA EPHEDRA, LLC'S RESPONSES TO DEFENDANTS FRED BUCKLEY, CORINNE BUCKLEY, AND MEN'S TESTOSTERONE CENTER'S REQUESTS FOR ADMISSION and know the contents thereof. The same is true of my own knowledge except as to those matters which are therein stated as to my information and belief, and as to those matters, I believe them to be true.

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

Executed on March 28, 2016 at Pasadena, California.

  
\_\_\_\_\_  
Agent for Plaintiff Erica Ephedra, LLC  
Yan Shen

3 **DECLARATION OF SERVICE**

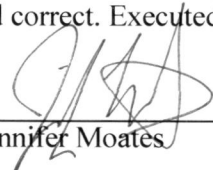
4 I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party  
5 to the within entitled action. My business address is 790 E. Colorado Blvd., Suite 790, Pasadena, CA  
6 91101. On March 28, 2016, I served the following documents on the interested parties in said action:

7 **PLAINTIFF ERICA EPHEDRA, LLC'S RESPONSES TO DEFENDANTS FRED**  
8 **BUCKLEY, CORINNE BUCKLEY, AND MEN'S TESTOSTERONE CENTER'S**  
9 **REQUESTS FOR ADMISSION**

- 10 ☒ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing  
11 correspondence for mailing. Under that practice it would be deposited in U.S. postal service  
12 on that same day with postage thereon fully prepaid at Pasadena, California in the ordinary  
13 course of business. I am aware that on motion of the party served, service is presumed  
14 invalid if postal cancellation date or postage meter date is more than one day after date of  
15 deposit for mailing in affidavit.
- 16 ☐ **(BY PRIORITY MAIL)** I am "readily familiar" with the firm's practice of collection and  
17 processing such documents for overnight (next business day) delivery. Under that practice, I  
18 hand-delivered said envelope, on the same day before close of business to the Federal  
19 Express office located at 1735 E. Colorado Blvd., Pasadena, California 91106, with delivery  
20 fees provided for.
- 21 ☐ **(BY PERSONAL DELIVERY)** I personally delivered the document(s) listed above to the  
22 person(s) named below.
- 23 ☐ **(BY FAX)** I caused the document(s) to be sent to the person(s) at the fax number(s) below. I  
24 certify that said transmission was completed, that all pages were received, and that a report  
25 was generated by facsimile machine (626) 389-8253 which confirms said transmission and  
26 receipt.
- 27 ☐ **(BY E-MAIL)** Based on a court order or an agreement of the parties to accept service by e-  
28 mail or electronic transmission, I caused the documents to be sent to the person(s) at the e-  
mail address(es) listed below. I did not receive, within a reasonable time after the  
transmission, any electronic message or other indication that the transmission was  
unsuccessful.

23 Tyler J. Woods  
24 Newport Trial Group  
25 4100 Newport Place, Suite 800  
Newport Beach, California 92660

26 I declare, under penalty of perjury, that the foregoing is true and correct. Executed at Pasadena,  
27 California, on **March 28**, 2016.

28   
Jennifer Moates

Joshua R. Driskell (SBN 294616)  
Eva L. Dixon (SBN 296633)  
Primuth & Driskell, LLP  
790 E. Colorado Blvd., Suite 790  
Pasadena, CA 91101  
(626) 389-8252

Attorney for Erica Ephedra, LLC, a California Limited Liability Company dba Boulder Investment and Realty Company

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

ERICA EPHEDRA, LLC, a California Limited Liability Company dba Boulder Investment and Realty Company	) Case No.: EC064320
	) ASSIGNED FOR ALL PURPOSES TO THE HONORABLE JUDGE WILLIAM D. STEWART
Plaintiff,	)
v.	) <b>PLAINTIFF ERICA EPHEDRA, LLC'S RESPONSES TO DEFENDANTS FRED BUCKLEY, CORINNE BUCKLEY AND MEN'S TESTOSTERONE CENTER'S REQUESTS FOR PRODUCTION</b>
FRED BUCKLEY, CORINNE BUCKLEY, MEN'S TESTOSTERONE CENTER, an entity of unknown formation, and DOES 1-10, inclusive	)
	) SET ONE
Defendants.	)

PROPOUNDING PARTY: Defendant, Fred Buckley, Corinne Buckley and Men's Testosterone Center, LLC

RESPONDING PARTY: Plaintiff, Erica Ephedra, LLC

SET NUMBER: ONE

Plaintiff Erica Ephedra, LLC hereby responds to Plaintiff's Requests for Production of Documents as follows:

**INTRODUCTORY STATEMENT**

The following discovery responses are based on current investigation and discovery and this responding party therefore reserves the right to amend or supplement these responses based on information resulting from further investigation and discovery, and to introduce at trial any and all



1 such evidence. This responding party makes the following responses with express reservation of all  
2 objections as to the competency, relevance, materiality, and the admissibility of the response, the  
3 subject matter thereof, and any documents discussed, produced or identified in connection  
4 therewith, as evidence for any purpose in any further proceedings in this action, with further  
5 reservation of the right to move for a protective order to protect the confidentiality of the  
6 information provided.

7  
8 REQUEST FOR PRODUCTION OF DOCUMENT NO. 1:

9 All DOCUMENTS identified in YOUR responses to Defendant's Special Interrogatories (Set  
10 One) served concurrently herewith.

11 **Any documents responsive to this request are included in the attached Exhibit 1.**

12 REQUEST FOR PRODUCTION OF DOCUMENT NO. 2:

13 All DOCUMENTS that support YOUR First Cause of Action in the COMPLAINT for Breach of  
14 Contract.

15 **Any documents responsive to this request are included in the attached Exhibit 1.**

16 REQUEST FOR PRODUCTION OF DOCUMENT NO. 3:

17 All DOCUMENTS that support YOUR Second Cause of Action in the COMPLAINT for Breach of  
18 Implied Covenant of Good Faith and Fair Dealing.

19 **Any documents responsive to this request are included in the attached Exhibit 1.**

20 REQUEST FOR PRODUCTION OF DOCUMENT NO. 4:

21 All DOCUMENTS that support YOUR Third Cause of Action in the COMPLAINT for Common  
22 Count - Open Book Account.

23 **Any documents responsive to this request are included in the attached Exhibit 1.**

24 REQUEST FOR PRODUCTION OF DOCUMENT NO. 5:

25 All DOCUMENTS that support YOUR that "[i]n order to mitigate damages, Plaintiff made  
26 improvements to the appearance of the property, expended funds to remove trash and debris from  
27 the property and hired a renting agent," as alleged in paragraph 17 of the COMPLAINT.

28 **Any documents responsive to this request are included in the attached Exhibit 1.**

1 REQUEST FOR PRODUCTION OF DOCUMENT NO. 6:

2 All DOCUMENTS that support YOUR that "[o]n April 1, 2015, Plaintiff was able to re-let the  
3 property to another tenant, but at a rate less than Defendant's, from April 1, 2015 to June 30, 2018,"  
4 as alleged in paragraph 18 of the COMPLAINT.

5 **Any documents responsive to this request are included in the attached Exhibit 1.**

6 REQUEST FOR PRODUCTION OF DOCUMENT NO. 7:

7 All DOCUMENTS that support YOUR that "[o]n April 1, 2015, Plaintiff was able to re-let the  
8 14 property to another tenant, but at a rate less than Defendant's, from April 1, 2015 to June 30,  
9 2018," as alleged in paragraph 18 of the COMPLAINT.

10 **Any documents responsive to this request are included in the attached Exhibit 1.**

11 REQUEST FOR PRODUCTION OF DOCUMENT NO. 8:

12 All DOCUMENTS relating to any efforts YOU undertook to perform YOUR obligations under the  
13 LEASE.

14 **Any documents responsive to this request are included in the attached Exhibit 1.**

15 REQUEST FOR PRODUCTION OF DOCUMENT NO. 9:

16 All DOCUMENTS relating to any efforts YOU undertook to lease the PROPERTY from June 2014  
17 to the present.

18 **Any documents responsive to this request are included in the attached Exhibit 1.**

19 REQUEST FOR PRODUCTION OF DOCUMENT NO.10:

20 All COMMUNICATIONS with DEFENDANTS.

21 **Any documents responsive to this request are included in the attached Exhibit 1.**

22 REQUEST FOR PRODUCTION OF DOCUMENT NO.11:

23 All COMMUNICATIONS relating to leasing the PROPERTY from June 2014 to the present.

24 **Any documents responsive to this request are included in the attached Exhibit 1.**

25 REQUEST FOR PRODUCTION OF DOCUMENT NO. 12:

26 All DOCUMENTS that support YOUR allegations in the COMPLAINT.

27 **Any documents responsive to this request are included in the attached Exhibit 1.**

28 //

1 REQUEST FOR PRODUCTION OF DOCUMENT NO. 13:

2 All DOCUMENTS that support YOUR contention that YOU are entitled to any damage(s) as a  
3 result of any conduct by any of the Defendants.

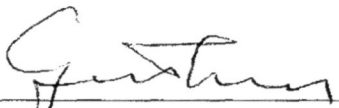
4 **Any documents responsive to this request are included in the attached Exhibit 1.**

1  
2 **VERIFICATION**

3 I, Yan Shen, am the agent for the Plaintiff in the above-entitled action. I have read the  
4 foregoing PLAINTIFF ERICA EPHEDRA, LLC'S RESPONSES TO DEFENDANTS FRED  
5 BUCKLEY, CORINNE BUCKLEY, AND MEN'S TESTOSTERONE CENTER'S REQUESTS  
6 FOR PRODUCTION and know the contents thereof. The same is true of my own knowledge except  
7 as to those matters which are therein stated as to my information and belief, and as to those matters,  
8 I believe them to be true.

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

11 Executed on March 28, 2016 at Pasadena, California.  
12

13   
14 \_\_\_\_\_  
15 Agent for Plaintiff Erica Ephedra, LLC  
16 Yan Shen  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **IN THE MATTER OF ERICA EPHEDRA, LLC VS**  
2 **BUCKLEY**

CASE NO.: EC064320

3 **DECLARATION OF SERVICE**

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party  
5 to the within entitled action. My business address is 790 E. Colorado Blvd., Suite 790, Pasadena, CA  
6 91101. On March 28, 2016, I served the following documents on the interested parties in said action:

7 **PLAINTIFF ERICA EPHEDRA, LLC'S RESPONSES TO DEFENDANTS FRED**  
8 **BUCKLEY, CORINNE BUCKLEY, AND MEN'S TESTOSTERONE CENTER'S**  
9 **REQUESTS FOR PRODUCTION**

10 ☒ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing  
11 correspondence for mailing. Under that practice it would be deposited in U.S. postal service  
12 on that same day with postage thereon fully prepaid at Pasadena, California in the ordinary  
13 course of business. I am aware that on motion of the party served, service is presumed  
14 invalid if postal cancellation date or postage meter date is more than one day after date of  
15 deposit for mailing in affidavit.

16 ☐ **(BY PRIORITY MAIL)** I am "readily familiar" with the firm's practice of collection and  
17 processing such documents for overnight (next business day) delivery. Under that practice, I  
18 hand-delivered said envelope, on the same day before close of business to the Federal  
19 Express office located at 1735 E. Colorado Blvd., Pasadena, California 91106, with delivery  
20 fees provided for.

21 ☐ **(BY PERSONAL DELIVERY)** I personally delivered the document(s) listed above to the  
22 person(s) named below.

23 ☐ **(BY FAX)** I caused the document(s) to be sent to the person(s) at the fax number(s) below. I  
24 certify that said transmission was completed, that all pages were received, and that a report  
25 was generated by facsimile machine (626) 389-8253 which confirms said transmission and  
26 receipt.

27 ☐ **(BY E-MAIL)** Based on a court order or an agreement of the parties to accept service by e-  
28 mail or electronic transmission, I caused the documents to be sent to the person(s) at the e-  
mail address(es) listed below. I did not receive, within a reasonable time after the  
transmission, any electronic message or other indication that the transmission was  
unsuccessful.

Tyler J. Woods  
Newport Trial Group  
4100 Newport Place, Suite 800  
Newport Beach, California 92660

I declare, under penalty of perjury, that the foregoing is true and correct. Executed at Pasadena,  
California, on **March 28**, 2016.

  
Jennifer Moates

EXHIBIT “1”

**Documents List #1 to #14**

1. 6/10/2013 Email from Fred Buckley with completed Commercial Application to Lease
2. 6/24/2013 Executed Commercial Lease Agreement by Plaintiff and Defendant
3. 12/16/2013 letter from Yan Shen to Fred Buckley with attachment of the property conditions
4. 5/6/2015 Actual Damages to Plaintiff
5. Property interior repairs and maintenance; invoices of 2/19/14, 5/14/14, 2/28/15, 3/4/15
- ✓ 6. Leasing Broker, John Alle's contract with Yan
7. City utilities statements from 2/19/14 to 3/25/15
8. LoopNet ads for 15 months, \$112.95/month total \$1694.25
9. Attorney fees to date ??
10. Mitigation: John Alle's showings and all activities Jan.2014 to Jan. 2015
11. 12/27/2013 to 4/1/2015 Craigslist advertisement for the leasing of the office
12. 2/25/2015 Fred Buckley's Authorization to Lease Property and Change locks
13. Letters from Yan Shen to Fred Buckley, 2/19/2014 regarding bookkeeping and conditions of the property and John Alle's mitigation; and 7/8/2014 suggested subleasing to reduce burdens.
14. 3/16/2015 Dr. Collins leased the property and signed Commercial Lease Agreement  
starting on 4/1/2015

**From:** "Fred Buckley" <fredbuckley88@hotmail.com>  
**To:** dlmorrison@charter.net  
**Date:** 06/10/2013 07:22:59 EDT  
**Subject:** **213 S. Euclid Ave - Pasadena**  
**Attachments:** [Pasadena-Form.pdf \(2706KB\)](#), [Superbalife-PMB-Act-1648.pdf \(1171KB\)](#),  
[Superbalife-WF-Act.3681.pdf \(761KB\)](#)



Hi Yan,

It was great to meet you on Friday and look at the office on Euclid Avenue. I have attached the application that you gave me and I have also attached three statements from two different bank accounts showing we have the ability to pay the rent.

Please call me when you get a chance to review things so that we can go forward on this office. My cell phone number is 310-270-7035. Call me anytime and I look forward to talking with you.

Thank you,

Fred Buckley  
310-270-7035

met Fred and Quin on 6/7/13

6/24/13 Susan 310-623-0676



## COMMERCIAL APPLICATION TO LEASE

Date: 6-10-13**1. Proposed Occupants:**

Business Name: MENS TESTOSTERONE CENTER  
 Date Formed: MAY 2013 Federal Tax ID#: \_\_\_\_\_  
 Net Earnings for 2010: 7 million  
 Net Earnings for 2011: 5 million  
 Net Earnings for 2008: \_\_\_\_\_  
 Present office address: 1451 S. Robertson DR. from 2005 to Present monthly rent \$7,500  
 Previous office address: Los Angeles, CA 90035 from \_\_\_\_\_ to \_\_\_\_\_ monthly rent \_\_\_\_\_  
 Next previous office address: \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ monthly rent \_\_\_\_\_  
 Proposed Type of Business: Men's Health Center

Days & Hours of Operation: M - F 8:30 - 6:00Proposed Equipment to be installed: STANDARD OFFICE EQUIPMENT. No SPECIAL EQUIPMENT.

Additional Requirements: \_\_\_\_\_

**2. Applicant and/or Guarantor Information:**

First and Last Name	Birth Date	Relationship	Social Sec #	CA Driver's Lic #
FRED BUCKLEY	8-22-62	OWNER		C 2201869
CORINNE BUCKLEY	5-1-60	OWNER		

**3. Applicant Present Address:**

Street: 1315 Angelo Drive City: Beverly Hills State: CA ZIP: 90210 Date From: 1996 To: Present  
 Present Rent: \$ \_\_\_\_\_ / Month Tel#: \_\_\_\_\_ Fax#: \_\_\_\_\_  
 Manager's Name: \_\_\_\_\_ Manager's Tel#: \_\_\_\_\_  
 Email Address: \_\_\_\_\_ CHASE MORTGAGE is \$2.5 million monthly is \$12,000

**4. Trade References:**

Name	Phone #	Contact Person
a.) FB PRODUCTIONS	818-773-9335	KEVIN
b.) SNS BANK CARD	818-735-6289	Jeff Skelton
c.)		

**5. Personal References:**

Name QUINLAN GINSBERG Address \_\_\_\_\_ Tel# 310 873-8303  
 Name \_\_\_\_\_ Address \_\_\_\_\_ Tel# \_\_\_\_\_  
 In Emergency, Notify: \_\_\_\_\_

6. Bank Accounts:

<u>Bank Name</u>	<u>Address</u>	<u>City/State</u>	<u>ZIP</u>	<u>Acct#</u>	<u>Acct Balance</u>
PACIFIC MERCANTILE BANK	Beverly Hills				\$ 2 million
Wells Fargo	Beverly Hills				\$ 3 million

Please attach the most recent financial statements for business and guarantors.

- Financial Statements of the Applicant are required at the time of submission of this application.
- Financial Statements of any Individual Guarantor for the lease are required at the time of submission of this application.

7. Vehicles: Type Bentley Make Mulsanne Model 2012 Year 2012 License#   
 Financed by  Balance

8. Business plan:

Attach a Business Plan for the proposed location.

Applicant certifies that statements made above are true and correct. Applicant hereby authorizes verification of references to include but is not limited to credit checks, unlawful detainer checks and telecredit checks and agrees to furnish additional credit references on request, and waives any claim against any person(s) providing such verification. Applicant agrees to pay for said verification with Money Order or Cashier's Check, in the amount of \$100.00 made payable to BOULDER INVESTMENT AND REALTY COMPANY. Check shall accompany this application. The undersigned makes application to rent commercial space as designed as:

Unit # 213 Located At:

Applicant's Signature: [Signature] Date: 6-10-13  
 Date:

Manager's Signature:  Date:

Boulder Investment and Realty Company  
 P.O. Box 61246  
 Pasadena, Ca. 91116  
 Tel: 626-792-0012  
 Fax: 626-449-3360

0411

KAN SHEN

kanshen@charter.net

**PERSONAL REAL ESTATE**

	<u>Type</u>	<u>Location</u>	<u>Value</u>	<u>Mortgage Holder</u>	<u>Loan Balance</u>
1.	House	1315 Angela Dr.	Beverly Hills CA		\$ 15 million Value
2.		Chase Mortgage	\$ 2.5 million		

**LEGAL**

- Do you, your company or any company in which you are an officer have any outstanding legal judgements at the present time?  
YES NO (Circle one)
- Are you, your company or any company in which you are an officer now bankrupt under National Bankruptcy Laws?  
YES NO (Circle one)
- Have you, your company or any company in which you are an officer ever been bankrupt under National Bankruptcy Laws?  
YES NO (Circle one)
- If you answered "YES" to any of the above questions, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

-----  
Please attach financial statements or federal tax returns for the company for the last three years.  
-----

I / We instruct Landlord and/or its Agent to order a credit report on me / us from a credit reporting agency for the purpose of evaluating my / our eligibility to lease property, and to verify any information herein.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PLEASE NOTE:

The following section should be completed by the sole proprietor and/or each guarantor or principal.

PERSONAL INFORMATION

Name FRED BUCKLEY Residence phone # 310 276 5347  
Residence address 1315 Angels Drive  
City Beverly Hills State CA Zip Code 90210  
Driver's license # C2201869 Social Security # [REDACTED] Date of Birth 8-22-62  
Work Address 1451 S. Robertson Blvd  
City Los Angeles State CA Zip Code 90035  
Work phone # (310) 553-7400 Years employed / self employed 8

PERSONAL FINANCIAL INFORMATION

Bank SEE ATTACHED  
Address \_\_\_\_\_ Phone # ( ) \_\_\_\_\_  
Checking account # \_\_\_\_\_ Avg. Mo. Balance \$ \_\_\_\_\_  
Savings account # \_\_\_\_\_ Avg. Mo. Balance \$ \_\_\_\_\_  
How long have you had an account with this bank? \_\_\_\_\_  
Have you ever defaulted on any loan? \_\_\_\_\_  
Account officer \_\_\_\_\_  
Previous bank reference \_\_\_\_\_

OUTSTANDING LOANS

	<u>Initial Loan Amount</u>	<u>Current Balance</u>	<u>Secured By</u>	<u>Loan Holder</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____

ASSETS (STOCKS/BONDS/C.D.'s)

	<u>Company</u>	<u>Number of Shares</u>	<u>Market Value</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____



# COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL, Revised 04/06)

Date (For reference only): June 24, 2013

Boulder Investment and Realty Company

("Landlord") and

Men's Testosterone Center, LLC.

("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord the real property and improvements described as: 213 S. Euclid Ave., Pasadena, Ca. 91101 ("Premises"),

which comprise approximately 100 % of the total square footage of rentable space in the entire property. See exhibit n/a for a further description of the Premises.

2. **TERM:** The term begins on (date) July 1, 2013 ("Commencement Date"), (Check A or B):

☒ **XXA. Lease:** and shall terminate on (date) June 30, 2016 at noon AM/PM.

Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

- ☐ **B. Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.

☒ **C. RENEWAL OR EXTENSION TERMS:** See attached addendum upon mutual agreement

3. **BASE RENT:**

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

☐ (1) \$ \_\_\_\_\_ per month, for the term of the agreement.

☒ **XX(2)** \$ 6400.00 per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for Los Angeles area (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the ~~Commencement Date~~ the increase shall be no more than 10% and no less than 4%. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.

☐ (3) \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_  
\$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_  
\$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_

☐ (4) In accordance with the attached rent schedule.

☐ (5) Other: \_\_\_\_\_

B. Base Rent is payable in advance on the 1st (or ☐ \_\_\_\_\_) day of each calendar month, and is delinquent on the next day.

C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of the Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. **RENT:**

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) Boulder Investment and Realty Co. at (address) Manager's Box at the premises, or at any other location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on immediately. If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant ☐ is ☒ is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. **SECURITY DEPOSIT:**

A. Tenant agrees to pay Landlord \$ 14,000.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED: ☒ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials (FB) (CB)

Tenant's Initials (FB) (CB)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



## 7. PAYMENTS:

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>7/1/13</u> To <u>7/30/13</u> Date Date	\$ 6400.00	\$ 6400.00	\$ 0	
B. Security Deposit	\$ 14,000.00	\$ 14,000.00	\$ 0	
C. Other: <u>process fee</u> Category	\$ 100.00	\$ 100.00	\$ 0	
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	
E. Total:	\$ 20,500.00	\$ 20,500.00	\$ 0	

8. **PARKING:** Tenant is entitled to ten unreserved and none reserved vehicle parking spaces. The right to parking ☐ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ n/a per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.
9. **ADDITIONAL STORAGE:** Storage is permitted as follows: n/a  
The right to additional storage space ☐ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.
10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 15% of rent as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.
11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: none  
Items listed as exceptions shall be dealt with in the following manner: none
12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.
13. **OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant. except water and trash
14. **PROPERTY OPERATING EXPENSES:**  
A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. none
- OR B. ☒ (If checked) Paragraph 14 does not apply.
15. **USE:** The Premises are for the sole use as men's health center  
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.
16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violating any law or ordinance, or committing a waste or nuisance on or about the Premises.
17. **MAINTENANCE:**  
A. Tenant OR ☐ (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.  
B. Landlord OR ☐ (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and \_\_\_\_\_

Landlord's Initials (LD) (g)Tenant's Initials (FB) (CB)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ☐ \_\_\_\_\_) day period preceding the termination of this agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on the Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or ☐ \_\_\_\_\_) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of this agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_.

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in an amount of not less than \$ 2 millions. Tenant's liability insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ 2 millions, plus property insurance in an amount sufficient to cover the replacement cost of the property. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials (GO) (          )

Tenant's Initials (FB) (CB)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust, or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
34. **DISPUTE RESOLUTION:**
- A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 34B(2) below. Paragraphs 34B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 34B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
- (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.
- "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**
- "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Landlord's Initials GL Tenant's Initials FBLandlord's Initials GLTenant's Initials FB JB

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





35. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

36. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: \_\_\_\_\_

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

Boulder Investment and Realty Co.  
P.O. Box 61246  
Pasadena, Ca. 91116  
Tel: 626-792-0012

Fred Buckley and Corinne Buckley  
1315 Angela Dr.  
Beverly Hill, Ca. 90210  
310-270-7035

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

37. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

38. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

39. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** \_\_\_\_\_

The following ATTACHED supplements/exhibits are incorporated in this agreement: \_\_\_\_\_

40. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 34A.

41. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

42. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 42.

43. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:

Listing Agent: \_\_\_\_\_ (Print Firm Name) is the agent of (check one):

☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Selling Agent: \_\_\_\_\_ (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):

☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

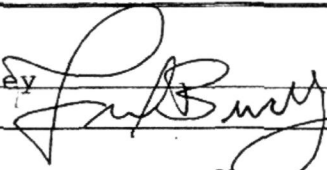
Landlord's Initials ( FB ) ( \_\_\_\_\_ )

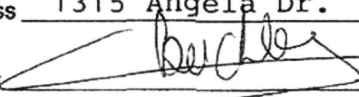
Tenant's Initials ( FB ) ( \_\_\_\_\_ )


Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant Fred Buckley  Date 6/23/13  
(Print name)  
Address 1315 Angela Dr. City Beverly Hill State Ca Zip 90210

Tenant  Date \_\_\_\_\_  
(Print name) Corinne Buckley  
Address 1315 Angela Dr. City Beverly Hill State Ca. Zip 90210

Landlord Yan Shen  Date 6-24-13  
(owner or agent with authority to enter into this agreement)  
Address P.O. box 61246 City Pasadena State Ca. Zip 91116

Landlord \_\_\_\_\_ Date \_\_\_\_\_  
(owner or agent with authority to enter into this agreement)  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) \_\_\_\_\_  
By (Agent) \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Listing Firm) \_\_\_\_\_  
By (Agent) \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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REAL ESTATE BUSINESS SERVICES, INC.  
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# BOULDER INVESTMENT & REALTY COMPANY

REAL ESTATE • PROPERTY • MANAGEMENT

P.O. BOX 61246  
PASADENA, CA 91116  
TEL: (626) 792-0012  
FAX: (626) 449-3360

December 16, 2013

Mr. Fred Buckley  
Men's Testosterone Center, LLC  
1315 Angelo Drive  
Beverly Hills, CA 90210

Re: 213 S. Euclid Avenue  
Pasadena, CA 91101

The interior of the property is mid-renovation, and is not in acceptable condition to be shown to prospective leasees; since it is in your interest for the property to be leased as soon as possible, and since the condition of the property materially affects the leaseability of the property, we feel it is proper that you, not we, put the property in condition for showing and leasing at your expense.

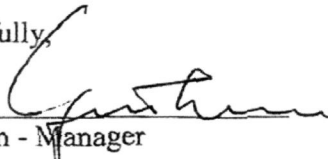
We and our Broker are currently showing the property to prospective tenants, however, the condition of the property as indicated by the attached Survey of Vacancy is an impediment to early and successful leasing. We also strongly recommend that you employ an agency to lease the property since an early lease is in your interest. Please also note, that any lease at a lower dollar amount or shorter term may possibly be in your interest, but also at your expense.

Your silence since you abandoned the property concerns us; you are undoubtedly an accomplished business man and we expected more responsible conduct from you. You are probably a very busy man, but this matter surely deserves your immediate attention. Your signed lease with us is for a period of three years and you are exposed to all rents for the three years!

We are not your adversary here, we only wish to re-lease the property as soon as possible to lessen your exposure. Please cooperate with us to that end; our time is costly too! We trust that both of us wish this resolved without attorney involvement.

We are hoping we will hear from you soon so we can equitably and reasonably discuss the situation.

Respectfully,

  
Yan Shen - Manager

# **BOULDER INVESTMENT & REALTY COMPANY**

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**P.O. BOX 61246**

**PASADENA, CA 91116**

**TEL: (626) 792-0012**

**FAX: (626) 449-3360**

To whom it may concern:

Re: 213 S. Euclid Avenue

Survey of vacancy

As of December 13, 2013

It appears a Contractor was mid-way with his renovation of the property, and was abruptly terminated; many tools remain, and the work appears to have just begun; The only work performed appears to be painting of the walls (all white), and removal of the carpeting revealing the plywood sub floor. In the performance of the work the Contractor removed many installed items as indicated below. The place is dusty everywhere and spattered.

DIVERSATRONICS: Ten, five station units removed from the wall, but are in place. Cleaning and re-mounting is required.

THERMOSTATS (4):

SE: To be cleaned, mounted and programmed.

SW: Missing

NW: On wall. Clean and program

NE: Missing

SWITCHPLATE COVERS:

All covers were removed and are missing and the receptacles and switches dirty, some with paint and one receptacle broken:

Double outlet.....Approx. 40

Quad. Outlet.....5

Single switch.....12

Double switch.....2

Triple switch.....one

Single hole.....2

Single Phone Jack.10

Triple phone jack...one

FLOORS: Carpets removed; plywood sub floors throughout.

Baseboards: Removed and missing throughout.

CEILING LIGHT BEZELS IN RECEPTION AREA: 15 to be cleaned and remounted.

LIGHT FIXTURES – SCONSES:

Five in reception area missing  
One in Bath missing

ROOM-BY-ROOM COMMENTS (starting at the NE corner):

Entry: Supra

1<sup>st</sup> Small Office: Slider needs repair; all white including chair rail (typical)

2<sup>nd</sup> Small Office: Supra

SE Corner Office:

Paint on sliding window

East vertical Blind Valance broken

Paint on Metal dome and piping

Masking tape on Breaker Panel

Paint and masking tape on cabinets

South Vertical Blind: 4 Ft x 96 Inches to be replaced.

Paint on window frame South Window

Inside and Outside door molding off (Presumed to be somewhere)

Next 3 Small Offices: 3 ceiling panels missing/2 adjar.

SW corner office: 2 Ceiling panels removed.

BATH: Door trim off

Masking tape at tile and ceiling fixture.

Fan cove down.

4' molding in corner???

Small Office at bath: Supra

NW Office

V Blinds askew

Two dlrs to be mounted somewhere.

FRONT DESK AREA: Replace some ceiling panels.

\*\*\*\*\*

**EE LLC - CORDOVA**

213/279 EUCLID AVENUE  
P.O. BOX: 61246, PASADENA, CA 91116  
TEL: 626-792-0012

JOB BY: Efrain / Andy APT: \_\_\_\_\_ DATE: 2-19-14

DESCRIPTION: \_\_\_\_\_

# 213

General clean-up all walls, windows  
light fixtures, floor.

Remove all left-over materials  
and trash.

LABOR: 7 x 2 HOURS @ \$ 35 PER HOUR

# 490.00

MATERIALS: \_\_\_\_\_

TOTAL COST:

# 490.00

Cost to be paid by: OWNERS: \_\_\_\_\_

TENANT: \_\_\_\_\_ \$ \_\_\_\_\_

Please make your check payable to  
BOULDER INVESTMENT and leave in the Managers Slot, or mail to the above address,  
within five working days.

Thank You, Manager \_\_\_\_\_

Account distribution: R&M (Repairs & Maintenance), G&L (Gardening & landscape)  
A-C (Air Conditioning), S&R (Stove & Refrigerator), OTHER (Description)

R&M \_\_\_\_\_ G&L \_\_\_\_\_ AC \_\_\_\_\_ S&R \_\_\_\_\_ OTHER \_\_\_\_\_

**EE LLC - CORDOVA**

213/279 EUCLID AVENUE  
P.O. BOX: 61246, PASADENA, CA 91116  
TEL: 626-792-0012

JOB BY: Egrein (Oli) APT: \_\_\_\_\_ DATE: 5-14-14

DESCRIPTION: \_\_\_\_\_


\* 213 - Sliding door - Lubricate and make operable  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LABOR: 1 1/2 HOURS @ \$ 45 PER HOUR 67.50  
MATERIALS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOTAL COST: \_\_\_\_\_

Cost to be paid by: OWNERS: \_\_\_\_\_  
TENANT: \_\_\_\_\_ \$ \_\_\_\_\_ Please make your check payable to  
BOULDER INVESTMENT and leave in the Managers Slot, or mail to the above address,  
within five working days.

Thank You, Manager 

Account distribution: R&M (Repairs & Maintenance), G&L (Gardening & landscape)  
A-C (Air Conditioning), S&R (Stove & Refrigerator), OTHER (Description)

R&M 67.50 G&L \_\_\_\_\_ AC \_\_\_\_\_ S&R \_\_\_\_\_ OTHER \_\_\_\_\_



EE LLC - CORDOVA - 213

213/279 EUCLID AVENUE  
P.O. BOX: 61246, PASADENA, CA 91116  
TEL: 626-792-0012

JOB BY: Dale & Jan APT: DATE: 2-28-15  
SATURDAY

DESCRIPTION: Indication of Rats & Termites (Reported by John)

Review condition of 213 for showing - Survey and locate  
items removed by painters:  
- All switch plates & receptacle face plates  
- Door Trims  
- 8 Room Gray panels  
- 4 Scones in waiting area / 1 in Bath  
- Many ceiling panels ??? - Some damaged

LABOR: 1 on 3-1-15 to take photos of unit condition  
2 HOURS @ \$ 65 PER HOUR \$ 130  
MATERIALS:

2x4 Ceiling squares / Razor Knife / Power Grab 31 42

TOTAL COST: 226 42

Cost to be paid by: OWNERS:

TENANT: ☒ \$ 226 42 Please make your check payable to  
BOULDER INVESTMENT and leave in the Managers Slot, or mail to the above address,  
within five working days.

Thank You, Manager

Account distribution: R&M (Repairs & Maintenance), G&L (Gardening & landscape)  
A-C (Air Conditioning), S&R (Stove & Refrigerator), OTHER (Description)

R&M G&L AC S&R OTHER



213



**More saving.  
More doing.™**

1625 S MOUNTAIN AVE  
MONROVIA CA . 91016 (626) 256-0580

6629 00038 76547 02/28/15 03:21 PM  
CASHIER PETER - PEV0397

081098011420 280MINICTN <A> 19.27  
280 MINI 2X4 5TH AVE SQ 24 SF-CA  
820909977810 3PIECE KNIFE <A> 4.88  
HDX 3PIECE RETRACTABLE UTILITY KNIFE  
079340688858 LOCPGCM9Z <A> 4.68  
LOCTITE POWER GRAB MDG & PNLG 90Z

SUBTOTAL 28.83  
SALES TAX 2.59  
TOTAL \$31.42  
XXXXXXXXXXXX0506 VISA 31.42  
AUTH CODE 06257G/5386537 TA

P.O.#/JOB NAME: 0



6629 38 76547 02/28/2015 1830

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
A 1 90 05/29/2015  
THE HOME DEPOT RESERVES THE RIGHT TO  
LIMIT / DENY RETURNS. PLEASE SEE THE  
RETURN POLICY SIGN IN STORES FOR  
DETAILS.

\*\*\*\*\*

**ENTER FOR A CHANCE  
TO WIN A \$5,000  
HOME DEPOT GIFT  
CARD!**

Share Your Opinion With Us! Complete  
the brief survey about your store visit  
and enter for a chance to win at:

[www.homedepot.com/opinion](http://www.homedepot.com/opinion)

COMPARTA SU OPINION EN UNA BREVE  
ENCUESTA PARA LA OPORTUNIDAD DE GANAR.

User ID:  
HLM 160012 153421

Password:  
15128 153383

Entries must be entered by 03/30/2015.  
Entrants must be 18 or older to enter.  
See complete rules on website. No  
purchase necessary.

**DOWNLOAD THE  
HOME DEPOT MOBILE APP**  
View item location, inventory & reviews  
Download from App store or text RECEIPT  
to 65624. Message & Data rates may apply

**EE LLC - CORDOVA - 213**

213/279 EUCLID AVENUE  
P.O. BOX: 61246, PASADENA, CA 91116  
TEL: 626-792-0012

JOB BY: Efrain & Dale APT: \_\_\_\_\_ DATE: 3-4-15

**DESCRIPTION:**

- Install face plate in entry carpet outlet
- Cut & replace several ceiling panels
- Place Rot Bolt & Bolt Station in attic space.
- Spray exterior for bugs
- Spray Attic Space for termites.
- Re-mount door trim pieces removed by painter.
- Clean & mount Office binder panels at six o'clock
- Remove masking tape on Bath & S.E. Office
- Check all cupboards & doors for insects & covert hinges

LABOR: Dale 2 Efrain 5 1/2 HOURS @ \$ 75 PER HOUR 150  
357 50

**MATERIALS:**

Bolt Station & Outlet Plate 27 25  
Ceiling panels: 5 32 40

TOTAL COST: 567 19

Cost to be paid by: OWNERS: \_\_\_\_\_  
TENANT: ☒ \$ 567 19 Please make your check payable to  
BOULDER INVESTMENT and leave in the Managers Slot, or mail to the above address,  
within five working days.

Thank You, Manager Dale

Account distribution: R&M (Repairs & Maintenance), G&L (Gardening & landscape)  
A-C (Air Conditioning), S&R (Stove & Refrigerator), OTHER (Description)

R&M 567 19 G&L \_\_\_\_\_ AC \_\_\_\_\_ S&R \_\_\_\_\_ OTHER \_\_\_\_\_

NOTE: One waiting room source missing  
One Bathroom source missing.

THANK YOU FOR SHOPPING AT  
PASADENA PLMG & HDWE CO  
409 NORTH FAIR OAKS AVENUE  
PASADENA, CA  
91103  
(626) 792-2196

STORE HOURS: MON - FRI 7AM TO 7PM  
SAT 7AM - 6PM, SUNDAY 8AM - 5PM

3/03/15 12:14PM NC 558 SALE

---

166917	1	EA	21.99	EA
BAIT STATION				21.99
763147	1	EA	2.99	EA
CHR OUTLET PLATE				2.99
SUB-TOTAL:	24.98	TAX:		2.25
		TOTAL:		27.23
		BC AMT:		27.23

BN CARD#: XXXXXXXXXXXX0506  
ID: 062203141999  
AUTH: 00920G AMT: 27.23  
Host reference #:309664 Bat#  
SWIPEO  
CARD TYPE:VISA EXPR: XXXX

Trace # 055974

Bank card 27.23



==> JRNL#D09664  
CUST # \*5

<<==



~~LEASE~~  
**EXCLUSIVE RIGHT TO REPRESENT OWNER  
FOR SALE OR LEASE OF REAL PROPERTY**

(Non-Residential)

AIR COMMERCIAL REAL ESTATE ASSOCIATION

**1. BASIC PROVISIONS ("BASIC PROVISIONS").**

1.1 Parties: This agency Agreement ("Agreement"), dated for reference purposes only: 2-16-2014, is made by and between Boulder Investments, whose address is office / box at building, telephone number (6) 792-0012, Fax No. (6) 449-3360, ("Owner"), and John E. Alle of JOHN ALLE COMPANY, whose address is 600 S. Lake Ave., Suite 510, Pasadena, CA, 91106, telephone number (626) 795-1511, 310-990-7124 (cell), Fax No. (626) 304-0835, ("Agent").

1.2 Property/Premises: The real property, or a portion thereof, which is the subject of this Agreement is commonly known by the street address of 213 So. Euclid, located in the City of Pasadena 91101, County of Los Angeles, State of California, and generally described as (describe briefly the nature of the property): free

Assessor's Parcel No. \_\_\_\_\_

("Property"). (See also Paragraph 3).

1.3 Term of Agreement: The term of this Agreement shall commence on Feb. 17, 2014 and expire at 5:00 p.m. on Feb. 28, 2015, except as it may be extended ("Term"). (See also paragraph 4)

1.4 Transaction: The nature of the transaction concerning the Property for which Agent is employed ("Transaction") is (check the appropriate box(es)):

(a) ☐ A sale for the following sale price and terms: All price and terms shall be acceptable to Seller. All proposals and offers shall be considered and other additional standard terms reasonably similar to those contained in the "STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR THE PURCHASE OF REAL ESTATE" published by the AIR Commercial Real Estate Association ("AIR"), or for such other price and terms agreeable to Owner;

(b) ☒ A lease or other tenancy for the following rent and terms: \_\_\_\_\_

and other additional standard terms reasonably similar to those contained in the appropriate AIR lease form or for such other rent and terms agreeable to Owner.

Broker, at its sole cost, shall prepare a color, brochure for marketing and cold-calling. Broker shall publish the information on all of the relevant internet sites and on its website.

Broker shall market the property on a confidential basis and all tours and our inspections shall be conducted outside of normal business hours with Seller's knowledge and permission

## 2. EXCLUSIVE EMPLOYMENT AND RIGHTS.

2.1 Owner hereby employs Agent as Owner's sole and exclusive agent to represent Owner in the Transaction and to find buyers or lessees/tenants ("lessees"), as the case may be, for the Property. Agent shall use reasonably diligent efforts to find such buyers or lessees. All negotiations and discussions for a Transaction shall be conducted by Agent on behalf of Owner. Owner shall promptly disclose and refer to Agent all written or oral inquiries or contacts received by Owner from any source regarding a possible Transaction.

### 2.2 Owner authorizes Agent to:

- (a) ~~Place advertising signs on the Property;~~
- (b) ~~Place a lock box on the Property if vacant;~~

(c) Accept deposits from potential buyers or lessees; ~~and for immediate delivery to Escrow.~~

(d) Distribute information regarding the Property to participants in THE MULTIPLE ("MULTIPLE") of the AIR and/or any other appropriate local commercial multiple listing service, to other brokers, and to potential buyers or lessees of the Property. Owner shall identify as "confidential" any information provided to Agent that Owner considers confidential and does not want disclosed. All other information provided by Owner may be disclosed as Agent may deem appropriate or necessary. After consummation of a Transaction, Agent may publicize the terms of such Transaction.

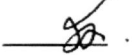
2.3 Agent shall comply with the Rules of Professional Conduct of the AIR, if a member or if not, the Rules of Professional Conduct of the Society of Industrial and Office Realtors, and shall submit the Property to the MULTIPLE. Agent shall cooperate with participants in the MULTIPLE and may, at Agent's election, cooperate with other real estate brokers (collectively "Cooperating Broker"). A Cooperating Broker may, as a third-party beneficiary hereof, enforce the terms of this Agreement against Owner or Agent.

2.4 If the Transaction is a sale and Agent finds a prospective buyer for the Property, or if the Transaction is a lease and Agent finds a prospective lessee for the Property, Owner hereby authorizes Agent also to represent and act as the agent for such buyer or lessee, and Owner consents to such



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dual agency. If a Cooperating Broker finds such a buyer or lessee, then Agent shall act as agent for Owner only, the Cooperating Broker shall act as agent for the buyer or lessee only, and the Cooperating Broker shall not be Owner's agent, even though the Cooperating Broker may share in the commission paid by Owner to Agent. A Cooperating Broker shall not be an agent or subagent of Owner or Agent.

2.5 Owner agrees that Agent may, during the ordinary and normal course of marketing the Property, respond to inquiries on the Property by showing and providing information on the Property, as well as on other competing properties, to prospective buyers and lessees and that such activities may result in the payment of a commission to Agent by a third party.

## 3. PROPERTY.

3.1 The term "Property" shall include all of the \_\_\_\_\_ following which are currently located on the Property and \_\_\_\_\_ owned by Owner: permanent improvements, electrical distribution systems (power panels, buss ducting, conduits, disconnects, lighting fixtures, etc.), telephone distribution systems (lines, jacks and connections), space heaters, air conditioning equipment, air lines, carpets, window coverings, wall coverings, partitions, doors, suspended ceilings, built-ins such as cabinets, and \_\_\_\_\_

(if there are no additional items write "NONE"). If the Transaction is a sale, the term "Property" shall additionally include, to the extent owned by Owner, oil and mineral rights, leases and other agreements which will continue in effect after Owner's transfer of title to the Property.

### 3.2 Within five business days after the commencement of the Term hereof, Owner shall provide Agent with the following:

- (a) A duly completed and fully executed Property Information Sheet on the most current form published by the AIR;
- (b) Copies of all leases, subleases, rental agreements, option rights, rights of first refusal, rights of first offer, or other documents containing any other limitations on Owner's right, ability and capacity to consummate a Transaction, and
- (c) If available to Owner, copies of building plans, and if the Transaction is a sale, title reports, boundary surveys, and existing notes and trust deeds which will continue to affect the Property after consummation of a sale.

3.3 Agent shall have no responsibility for maintenance, repair, replacement, operation, or security of the Property, all of which shall be Owner's sole responsibility. Unless caused by Agent's gross negligence, Agent shall not be liable for any loss, damage, or injury to the person or property of Owner, any lessees of the Property, any buyer, prospective buyer, lessee, or prospective lessee, including, but not limited to, those which may occur as a result of Agent's use of a lock box.

## 4. EXTENSION OF TERM.

If the Transaction is a sale, and a sale is not consummated for any reason after Owner accepts an offer to purchase the Property ("Sale Agreement"), then the expiration date of the Term of this Agreement shall be extended by the number of days that elapsed between the date Owner entered into the Sale Agreement and the later of the date on which the Sale Agreement is terminated or the date Owner is able to convey title to a new buyer free and clear of any claims by the prior buyer of the Property; provided, however, in no event shall the Term be so extended beyond one year from the date the Term would have otherwise expired.

5. COMMISSION.

5.1 Owner shall pay Agent a commission ☒ in the amount of

four (4%) percent of  
the base rent for the first five (5)  
years of the initial lease term.

Commission to be paid upon execution  
of the Lease

☐ in accordance with the commission schedule attached hereto ("Agreed Commission"), for a Transaction, whether such Transaction is consummated as a result of the efforts of Agent, Owner, or some other person or entity. Agent shall also be entitled to the Agreed Commission if any of the Owner's representations and warranties described in paragraph 8 are shown to be false. Such Agreed Commission is payable:

(a) If the Transaction is a sale, (i) a buyer is procured who is ready, willing and able to buy the Property at the price and on the terms stated herein, or on any other price and terms agreeable to Owner; (ii) Owner breaches or repudiates any Sale Agreement, escrow instructions or other documents executed by Owner regarding the sale of the Property; (iii) the Property or any interest therein is voluntarily or involuntarily sold, conveyed, contributed or transferred; (iv) the Property or any interest therein is taken under the power of Eminent Domain or sold under threat of condemnation, or (v) if Owner is a partnership, joint venture, limited liability company, corporation, trust or other entity, and any interest in Owner is voluntarily or involuntarily sold, contributed, conveyed or transferred to another person or entity that, as of the date hereof, does not have any ownership interest in Owner;

(b) If the Transaction is a lease, (i) a lease of the Property, or a portion thereof is executed; or (ii) a lessee is procured who is ready, willing and able to lease the Property on the terms stated herein, or on any other rent and/or terms agreeable to Owner; or

(c) If Owner (i) removes or withdraws the Property from a Transaction or the market; (ii) acts as if the Property is not available for a Transaction; (iii) treats the Property as not available for a Transaction; (iv) breaches, terminates, cancels or repudiates this Agreement; (v) renders the Property unmarketable; or (vi) changes the status of the Property's title, leases, agreements, physical condition or other aspects thereof, which such change adversely impacts the value, use, desirability or marketability of the Property.

5.2 If the Transaction is a sale, the purchase agreement and/or escrow instructions to be entered into by and between Owner and a buyer of the Property shall provide that:

(a) Owner irrevocably instructs the escrow holder to pay from Owner's proceeds accruing to the account of Owner at the close of escrow the Agreed Commission to Agent;

(b) A contingency to the consummation of the sale shall be the payment of the Agreed Commission to Agent at or prior to close of the escrow; and

(c) No change shall be made by Owner or buyer with respect to the time of, amount of, or the conditions to payment of the Agreed Commission, without Agent's written consent.

6. **ALTERNATIVE TRANSACTION.** If the Transaction changes to any other transaction, including, but not limited to, a sale, exchange, option to buy, right of first refusal, ground lease, lease, sublease or assignment of lease (collectively "Alternative Transaction"), then Agent shall automatically be Owner's sole and exclusive Agent for such Alternative Transaction and represent Owner in such Alternative Transaction, under the terms and conditions of this Agreement. If, during the Term hereof, an Alternative Transaction is entered into, then Owner shall pay Agent the Agreed Commission.

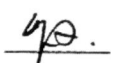
7. EXCLUDED AND REGISTERED PERSONS.

7.1 Owner shall, within 5 business days after the date hereof, provide Agent, in writing, with the names of those persons or entities registered with Owner by any other broker under any prior agreement concerning the Property ("Excluded Persons", see paragraph 7.5). Owner shall also specify for each Excluded Person the type of transaction the consummation of which during the Term of this Agreement entitles such other broker to any compensation ("Excluded Transaction"). Agent may within 10 days of receiving such written list, either (a) accept the Excluded Persons and Excluded Transactions, (b) cancel this Agreement, or (c) attempt to renegotiate this portion of the Agreement with Owner. Once accepted by Agent, the written list shall automatically become an exhibit to this Agreement. If Owner timely provides Agent with the names of the Excluded Persons and specifies the Excluded Transaction for each Excluded Person, then the Agreed Commission paid to Agent with respect to consummation of such an Excluded Transaction with an Excluded Person shall be limited as follows: if such Excluded Transaction is concluded within the first 30 days of the commencement of the Term hereof, then Agent shall be paid a commission equal to the reasonable out-of-pocket expenses incurred by Agent in the marketing of the Property during said 30 days; or if such Excluded Transaction is concluded during the remainder of the Term hereof, then Agent shall be entitled to a commission equal to one-half of the Agreed Commission. If the specified information concerning Excluded Persons and Transactions is not provided as set forth herein, then it shall be conclusively deemed that there are no Excluded Persons.



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7.2 Agent shall, within 5 business days after the expiration of the Term hereof, provide Owner, in writing, with the name of those persons or entities with whom Agent either directly or through another broker had negotiated during the Term hereof ("Registered Persons", see paragraph 7.5), and specify the type of transaction of the Property for which such negotiations were conducted ("Registered Transaction"). Those persons or entities who submitted written offers or letters of intent shall, however, automatically be deemed to be Registered Persons for the type of transaction which was the subject of such offer or letter of intent. If Agent fails to timely notify Owner of the existence of any other Registered Persons, then it shall be conclusively deemed that there are no other Registered Persons. A person or entity shall not be a Registered Person if Agent fails to timely specify a Registered Transaction for such person or entity. If Agent wishes to register the client of a Cooperating Broker, Agent must obtain and submit to Owner written approval of such registration signed by such Cooperating Broker. The parties are aware that the registration of certain individuals and/or entities might create a Dual Agency, and Owner hereby consents to any such Dual Agency.

7.3 If, within 180 days after the expiration of the Term hereof, Owner enters into a contract with a Registered Person for consummation of a Registered Transaction, then Owner shall, upon consummation of such Registered Transaction, pay Agent the Agreed Commission for the Registered Transaction.

7.4 If, within 180 days after the expiration of the Term hereof, Owner enters into another owner-agency or listing agreement with a broker other than Agent for any transaction concerning the Property, then Owner shall provide to Owner's new broker the names of the Registered Persons and the Registered Transaction for each Registered Person, and provide in such new agreement that the new broker shall not be entitled to receive any of the compensation payable to Agent hereunder for consummation of a Registered Transaction with a Registered Person.

7.5 In order to qualify to be an Excluded Person or a Registered Person the individual or entity must have: toured the Property, submitted a letter of interest or intent, and/or made an offer to buy or lease the Property. In addition, Excluded Persons may only be registered by a broker who previously had a valid listing agreement covering the Property, and such broker may only register individuals and entities actually procured by such listing broker.

#### 8. OWNER'S REPRESENTATIONS.

Owner represents and warrants that:

- (a) Each person executing this Agreement on behalf of Owner has the full right, power and authority to execute this Agreement as or on behalf of Owner;
- (b) Owner owns the Property and/or has the full right, power and authority to execute this Agreement and to consummate a Transaction as provided herein, and to perform Owner's obligations hereunder;
- (c) Neither Owner nor the Property is the subject of a bankruptcy, insolvency, probate or conservatorship proceeding;
- (d) Owner has no notice or knowledge that any lessee or sublessee of the Property, if any, is the subject of a bankruptcy or insolvency proceeding;
- (e) There are no effective, valid or enforceable option rights, rights of first refusal, rights of first offer or any other restrictions, impediments or limitations on Owner's right, ability and capacity to consummate a Transaction, except as disclosed in writing pursuant to Paragraph 3.2(b).

9. **OWNER'S ACKNOWLEDGMENTS.** Owner acknowledges that it has been advised by Agent to consult and retain experts to advise and represent it concerning the legal and tax effects of this Agreement and consummation of a Transaction or Alternative Transaction, as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. Agent shall have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Owner and Agent. Owner further acknowledges that in determining the financial soundness of any prospective buyer, lessee or security offered, Owner will rely solely upon Owner's own investigation, notwithstanding Agent's assistance in gathering such information.

#### 10. MISCELLANEOUS.

10.1 This Agreement shall not be construed either for or against Owner or Agent, but shall be interpreted, construed and enforced in accordance with the mutual intent of the parties ascertainable from the language of this Agreement.

10.2 All payments by Owner to Agent shall be made in lawful United States currency. If Owner fails to pay to Agent any amount when due under this Agreement, then such amount shall bear interest at the rate of 15% per annum or the maximum rate allowed by law, whichever is less.

10.3 In the event of litigation or arbitration between Owner and Agent arising under or relating to this Agreement or the Property, the prevailing party shall be paid its attorney's fees and costs by the losing party. The term, "Prevailing Party" shall include, without limitation, one who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be in an amount to fully reimburse all attorney's fees reasonably incurred in good faith.

10.4 Owner agrees to indemnify, defend (with counsel reasonably acceptable to Agent), and hold Agent harmless from and against any claim or liability asserted against Agent as a result of the failure of Owner to make a full and complete disclosure pursuant to law and paragraph 3.2(a) or as a result of the fact that any of the representations made by Owner (see paragraph 8) were not true at the time that this Agreement was signed.

10.5 Owner hereby releases and relieves Agent, and waives Owner's entire right of recovery against Agent, for direct or consequential loss or damage arising out of or incident to the perils covered by insurance carried by Owner, whether or not due to the negligence of Agent.

10.6 In the event that the Transaction is not an outright sale, Owner agrees that if Agent is not paid the Agreed Commission provided for herein within thirty days of the date due, that Agent shall have a lien in the amount of such commission, and may record a notice of such lien, against the Property.

10.7 Owner agrees that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to the services to be performed by Agent pursuant to this Agreement may be brought against Agent more than one year after the expiration of the Term of this Agreement (see paragraph 1.3) and that the liability (including court costs and attorney's fees) of Agent with respect to any such lawsuit and/or legal proceeding shall not exceed any fee received by Agent pursuant to this Agreement; provided, however, that the foregoing limitation on liability shall not be applicable to any gross negligence or willful misconduct of Agent.

11.1 ANY CONTROVERSY ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE DETERMINED BY BINDING ARBITRATION TO BE CONDUCTED BY: ☐ THE AMERICAN ARBITRATION ASSOCIATION OR ☐ USING THE COMMERCIAL RULES ESTABLISHED BY SUCH ORGANIZATION OR IF NONE THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL RULES. ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

11.2 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

11.3 WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

9-2  
Owner's Initials

[Signature]  
Agent's Initials

11.4 THE PROVISIONS OF THE ABOVE ARBITRATION CLAUSE SHALL NOT BE BINDING ON EITHER PARTY UNLESS BOTH PARTIES HAVE PLACED THEIR INITIALS UNDER PARAGRAPH 11.3.

12. Additional Provisions: Additional provisions of this Agreement are set forth in the following blank lines or in an addendum attached hereto and made a part hereof consisting of paragraphs \_\_\_\_\_ through \_\_\_\_\_ (if there are no additional provisions write "NONE"):

13. Disclosures Regarding The Nature of a Real Estate Agency Relationship. When entering into an agreement with a real estate agent an Owner should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction.

(i) Owner's Agent. An Owner's agent may act as an agent for the Owner only. An Owner's agent or subagent has the following affirmative obligations: To the Owner: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings. To a potential buyer/lessee and the Owner: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent

[Signature]  
INITIALS

PAGE 3 OF 4

9-2  
INITIALS

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attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Agent Representing Both Parties. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both Parties in a transaction, but only with the knowledge and consent of the Parties. In a dual agency situation, the agent has the following affirmative obligations to both Parties: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Party. b. Other duties to the Owner as stated above in subparagraph (i). When representing both Parties, an agent may not without the express permission of the respective Party, disclose to the other Party that the Owner will accept rent/purchase price in an amount less than that indicated in the listing or that the buyer/lessee is willing to pay a higher rent/purchase price than that offered.

The above duties of the Agent do not relieve Owner from the responsibility to protect its own interests. Owner should carefully read all agreements to assure that they adequately express its understanding of the transaction.

"OWNER"

"AGENT"

Boulder Investments  
By: [Signature]  
Name Printed: YAN SHEN  
Title: Manager  
Date: 2/14/2014

JOHN ALLE COMPANY  
By: [Signature]  
Name Printed: John Alle  
Title: President/Broker  
Date: 2-14-2014  
Agent DRE License #: 00778637

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 6th Street, Suite 800, Los Angeles, CA 90017.



## Statement Type Opening Bill

Electric Services 265.31

Electric Charges  
Public Benefit Charge 9.95  
State Envir. Surcharge .50  
S.L.A.T.S. 8.85  
Underground Surtax 11.06  
Utility Users Tax 19.55

Current Charges  
Due by 4/25/2014 315.22

## 3 Phase General Service

Electric Rate: AS4D Meter #: Y208C31267  
Last Read: 77343 Current Read: 79080  
Demand: Current Read: 2.060'

Circuit NO. MAR  
Mult: 1  
KWH: 1737  
KW: 2

Customer Charge 19.07  
Distribution Charge 1737 KWH @ .04475 77.73  
Transmission Charge 1737 KWH @ .00821 14.26  
Energy Charge 1737 KWH @ .08280 143.82  
Connect Fee-Electric 10.43

----- Total Electric Services \$265.31

HISTORICAL USAGE	READ DATE	DAYS OF SERVICE	KWH BILLED	KWH/DAY AVG.	HCF BILLED	HCF/DAY AVG.
CURRENT YEAR	3/19/2014	28	1737	62.04		
LAST YEAR						

Please detach and return this lower stub with your payment. ▼

✓ 2/19/14 - 3/19/14 \$ 315.<sup>22</sup>

✓ 3/19/14 - 4/18/14 \$ 27.<sup>21</sup>

✓ 4/18/14 - 5/19/14 \$ 28.<sup>31</sup>

✓ 5/19/14 - 6/18/14 \$ 31.<sup>11</sup>

✓ 6/18/14 - 7/18/14 \$ 17.<sup>07</sup>

✓ 7/18/14 - 8/18/14 \$ 14.<sup>68</sup>

✓ 8/18/14 - 9/16/14 \$ 14.<sup>11</sup>

✓ 9/16/14 - 10/16/14 \$ 14.<sup>73</sup>

✓ 10/16/14 - 11/17/14 \$ 14.<sup>39</sup>

✓ 11/17/14 - 12/16/14 \$ 14.<sup>04</sup>

✓ 12/16/14 - 1/16/15 \$ 14.<sup>21</sup>

✓ 1/16/15 - 2/17/15 \$ 15.<sup>26</sup>

✓ 2/17/15 - 3/19/15 ~~\$ 27.85~~  
\$ 24.<sup>69</sup>

3/19/15 - 3/25/15 \$ 31.<sup>23</sup>

-----  
TOTAL \$ 576.<sup>26</sup>

CITY OF PASADENA

For assistance, please call 626.744.4005

Bill Issue Date	Service Dates	Account #	Customer Name	Service Address
-----------------	---------------	-----------	---------------	-----------------

3/26/2014	Feb 19 - Mar 19, 2014		Boulder Inv Realty	213 S Euclid Ave
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## ACCOUNT SUMMARY

## SERVICE DETAIL

Statement Type Opening Bill

Electric Services	265.31
Electric Charges	
Public Benefit Charge	9.95
State Envir. Surcharge	.50
S.L.A.T.S.	8.85
Underground Surtax	11.06
Utility Users Tax	19.55
Current Charges	
Due by 4/25/2014	315.22

## 3 Phase General Service

CIRCUIT NO. MAR

Electric Rate: AS4D	Meter #: Y208C31267	Mult: 1
Last Read: 77343	Current Read: 79080	KWH: 1737
Demand:	Current Read: 2.060	KW: 2
Customer Charge		19.07
Energy Charge	1737 KWH @ .08280	143.82
Distribution Charge	1737 KWH @ .04475	77.73
Transmission Charge	1737 KWH @ .00821	14.26
Connect Fee-Electric		10.43
Total Electric Services		\$265.31

HISTORICAL USAGE	READ DATE	DAYS OF SERVICE	KWH BILLED	KWH/DAY AVG.	HCF BILLED	HCF/DAY AVG.
CURRENT YEAR	3/19/2014	28	1737	62.04		
LAST YEAR						

Please detach and return this lower stub with your payment. ▼

## CITY of PASADENA

Account #	398975-3	M	Service Address	Amount Now Due
Issued	3/26/2014		213 S Euclid Ave	\$315.22

Please pay by 4/25/2014



BOULDER INV REALTY  
PO BOX 61246  
PASADENA CA 91116

Enter Payment

Project APPLE Donation \$1 \$5 \$5

Total Enclosed

5000031522000000398975303261400100



**CITY of PASADENA****For assistance, please call 626.744.4005**

Bill Issue Date

Service Dates

Account #

Customer Name

Service Address

5/27/2014

Apr 18 - May 19, 2014

398975-3

Boulder Inv Realty

213 S Euclid Ave

**ACCOUNT SUMMARY**

Statement Type Regular

Electric Services 25.04

Electric Charges

Public Benefit Charge .25

State Envir. Surcharge .01

Underground Surtax 1.09

Utility Users Tax 1.92

Current Charges

Due by 6/26/2014 28.31

**SERVICE DETAIL****3 Phase General Service**

CIRCUIT NO. MAR

Electric Rate: AS4D Meter #: Y208C31267

Mult: 1

Last Read: 79117

Current Read: 79161

KWH: 44

Demand:

Current Read: 2.970

KW: 3

Customer Charge

19.07

Energy Charge

44 KWH @ .08280

3.64

Distribution Charge

44 KWH @ .04475

1.97

Transmission Charge

44 KWH @ .00821

.36

Total Electric Services

\$25.04

HISTORICAL USAGE	READ DATE	DAYS OF SERVICE	KWH BILLED	KWH/DAY AVG.	HCF BILLED	HCF/DAY AVG.
CURRENT YEAR	5/19/2014	31	44	1.42		
LAST YEAR						

Please detach and return this lower stub with your payment. ▼

**CITY of PASADENA**

Account #

398975-3

M

Service Address

213 S Euclid Ave

Amount Now Due

\$28.31

Issued

5/27/2014

Please pay by 6/26/2014



BOULDER INV REALTY  
PO BOX 61246  
PASADENA CA 91116

Enter Payment:

Project A.P.P.L.E. Donation \$1 \$5 \$7

Total Enclosed

2000002831000000398975305271400100

## CITY OF PASADENA

For assistance, please call 626.744.4005

Bill Issue Date

Service Dates

Account #

Customer Name

Service Address

5/25/2014

May 19 - Jun 18, 2014

398975-3

Boulder Inv Realty

213 S Euclid Ave

## ACCOUNT SUMMARY

Statement Type Regular

Electric Services 27.46

Electric Charges

Public Benefit Charge .33

State Envir. Surcharge .02

Underground Surtax 1.19

Utility Users Tax 2.11

Current Charges

Due by 7/25/2014 31.11

## SERVICE DETAIL

## 3 Phase General Service

CIRCUIT NO. MAR

Electric Rate: AS4D Meter #: Y208C31267

Mult: 1

Last Read: 79161 Current Read: 79219

KWH: 58

Demand: Current Read: 2.910

KW: 3

Customer Charge

19.07

Energy Charge

58 KWH @ .09151

5.31

Distribution Charge

58 KWH @ .04475

2.60

Transmission Charge

58 KWH @ .00821

.48

Total Electric Services

\$27.46

HISTORICAL USAGE	READ DATE	DAYS OF SERVICE	KWH BILLED	KWH/DAY AVG.	HCF BILLED	HCF/DAY AVG.
CURRENT YEAR	6/18/2014	30	58	1.93		
LAST YEAR						

Please detach and return this lower stub with your payment. ▼

## CITY of PASADENA

Account #

398975-3 M

Issued

6/25/2014

Service Address

213 S Euclid Ave

Amount Now Due

\$31.11

Please pay by 7/25/2014



BOULDER INV REALTY  
PO BOX 61246  
PASADENA CA 91116

Enter Payment

Project A.P.P.L.E. Donation \$1 \$5 \$5

Total Enclosed

9000003111000000398975306251400100



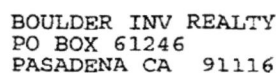
For assistance, please call 020.744.4005

Service Address

213 S Euclid Ave

Please detach and return this lower stub with your payment.

Please pay by 9/24/2014



Enter Payment
Project A.P.P.L.E. Donation \$1 \$5 \$
Total Enclosed

3000001468000000398975308251400100

CITY OF PASADENA

For assistance, please call 826.744.4000

Bill Issue Date	Service Dates	Account #	Customer Name	Service Address
9/24/2014	Aug 18 - Sep 16, 2014	398975-3	Boulder Inv Realty	213 S Euclid Ave

## ACCOUNT SUMMARY

## SERVICE DETAIL

Statement Type Regular

Electric Services	12.43
Electric Charges	
Public Benefit Charge	.18
State Envir. Surcharge	.01
Underground Surtax	.54
Utility Users Tax	.95
Current Charges	
Due by 10/24/2014	14.11

## 3 Phase General Service

CIRCUIT NO. MAR

Electric Rate: AS4D	Meter #: Y208C31267	Mult: 1
Last Read: 79292	Current Read: 79319	KWH: 27
Customer Charge		8.16
Energy Charge	27 KWH @ .09831	2.65
Distribution Charge	27 KWH @ .05178	1.40
Transmission Charge	27 KWH @ .00821	.22
----- Total Electric Services		\$12.43

HISTORICAL USAGE	READ DATE	DAYS OF SERVICE	KWH BILLED	KWH/DAY AVG.	HCF BILLED	HCF/DAY AVG.
CURRENT YEAR	9/16/2014	29	27	.93		
LAST YEAR						

Please detach and return this lower stub with your payment. ▼

## CITY of PASADENA

Account #	398975-3	M	Service Address	Amount Now Due
Issued	9/24/2014		213 S Euclid Ave	\$14.11

Please pay by 10/24/2014



BOULDER INV REALTY  
PO BOX 61246  
PASADENA CA 91116

Enter Payment

Project A.P.P.E. Donation \$1 \$5 \$7

Total Enclosed

3000001411000000398975309241400100



Bill Issue Date

Service Dates

Account #

Customer Name

Service Address

10/24/2014

Sep 16 - Oct 16, 2014

398975-3

Boulder Inv Realty

213 S Euclid Ave

## ACCOUNT SUMMARY

Statement Type Regular

Electric Services 12.95

Electric Charges

Public Benefit Charge .22

State Envir. Surcharge .01

Underground Surtax .56

Utility Users Tax .99

Current Charges

Due by 11/24/2014 14.73

## SERVICE DETAIL

## 3 Phase General Service

CIRCUIT NO. MAR

Electric Rate: AS4D Meter #: Y208C31267

Mult: 1

Last Read: 79319

Current Read: 79351

KWH: 32

Demand:

Current Read: 2.640

KW: 3

Customer Charge

8.16

Energy Charge

32 KWH @ .08960

2.87

Distribution Charge

32 KWH @ .05178

1.66

Transmission Charge

32 KWH @ .00821

.26

Total Electric Services

\$12.95

HISTORICAL USAGE	READ DATE	DAYS OF SERVICE	KWH BILLED	KWH/DAY AVG.	HCF BILLED	HCF/DAY AVG.
CURRENT YEAR	10/16/2014	30	32	1.07		
LAST YEAR						

Please detach and return this lower stub with your payment. ▼

## CITY of PASADENA

Account #

398975-3 M

Issued

10/24/2014

Service Address

213 S Euclid Ave

Amount Now Due

\$14.73

Please pay by 11/24/2014



BOULDER INV REALTY  
PO BOX 61246  
PASADENA CA 91116

Enter Payment

Project A.P.P.L.E. Donation \$1 \$5 \$9

Total Enclosed

0000001473000000398975310241400100

For assistance, please call 620.744.7000

Service Address

213 S Euclid Ave

## SERVICE DETAIL

Total Electric Services	\$12.65
-------------------------	---------

\$12.65

0000001439000000398975311241400100







For assistance, please call 626.744.4000

Bill Issue Date Service Dates Account # Customer Name Service Address

3/25/2015 Feb 17 - Mar 19, 2015 398975-3 Boulder Inv Realty 213 S Euclid Ave

ACCOUNT SUMMARY		SERVICE DETAIL	
Statement Type Regular		3 Phase General Service	
Electric Services 21.47		Electric Rate: AS4D Meter #: Y208C31267	CIRCUIT NO. MAR
Electric Charges		Last Read: 79473 Current Read: 79562	Mult: 1
Public Benefit Charge .61		Demand: Current Read: 2.910	KWH: 89
State Envir. Surcharge .03		Customer Charge	KW: 3
Underground Surtax .93		Energy Charge 89 KWH @ .08960	8.16
Utility Users Tax 1.65		Distribution Charge 89 KWH @ .05178	4.61
Current Charges		Transmission Charge 89 KWH @ .00821	.73
Due by 4/24/2015 24.69		----- Total Electric Services \$21.47	
Previous Balance 15.26			
Past Due Balance 15.26			
Total Amount Due \$39.95			
HISTORICAL USAGE		READ DATE	DAYS OF SERVICE
CURRENT YEAR		3/19/2015	30
LAST YEAR		3/19/2014	28
			KWH BILLED
			89
			KWH/DAY AVG.
			2.97
			HCF BILLED
			1737
			62.04
			HCF/DAY AVG.

Please detach and return this lower stub with your payment. ▼

### CITY of PASADENA

Account # 398975-3 M  
Issued 3/25/2015

Service Address  
213 S Euclid Ave

Amount Now Due  
\$39.95

Please pay by 4/24/2015



BOULDER INV REALTY  
PO BOX 61246  
PASADENA CA 91116

Enter Payment

Project A.P.P.L.E. Donation \$1 \$5 \$2

Total Enclosed

7000003995000000398975303251500100

From: "LoopNet Client Services" <help@loopnet.com>  
To: yanshen@charter.net  
Date: 01/16/2015 02:29:55 EST  
Subject: **LoopNet Purchase Confirmation**



For Sale	For Lease	Sales Comps	Property Records	Local Info
----------	-----------	-------------	------------------	------------

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[Log In](#)

## LoopNet Purchase Confirmation

Congratulations on your LoopNet purchase!

### Order summary

January 16, 2015

Product Description	Price Per Month
Quarterly Premium Lister Subscription with Network Distribution   1 Premium Listing Plan Includes promotional discount. Quarterly subscription, billed \$112.95/month for 3 months.	\$112.95
Pro Tools Subscription FREE for lifetime of your Premium Lister Subscription	\$0.00
<b>Sub-Total: \$112.95</b>	
<b>Sales Tax: \$0.00</b>	
<b>Total billed : \$112.95</b>	



I understand I am purchasing a 3 month, non-refundable subscription that will be billed monthly. At the end of the quarter, the subscription will automatically renew on quarterly terms, unless canceled 30 days prior to the renewal, per LoopNet's Terms and Conditions.

#### Billing Information

Yan Morrison  
PO Box 61246  
Pasadena, CA 91116  
Visa [REDACTED]

The benefits of your new product are available immediately. Subscriptions renew automatically with the same credit card provided.

**From:** "Yan Shen" <yanshen@charter.net>  
**To:** "John Alle" <johnallecompany@gmail.com>  
**Date:** 01/13/2015 12:36:45 EST  
**Subject:** **Re: 213**

626-449-3360 Thanks!

On Tue, Jan 13, 2015 at 9:05 AM, John Alle wrote:

Sure. What is your fax # ?

On Tue, Jan 13, 2015 at 9:02 AM, Yan Shen <[yanshen@charter.net](mailto:yanshen@charter.net)> wrote:  
May I have a rough floor plan for consideration? Thanks.

On Mon, Jan 12, 2015 at 8:52 AM, John Alle wrote:

I am showing the space to a martial arts/pilates rehab group. They would want to remove the center reception and the offices on both sides. They would keep the back offices and front kitchen. Would that be ok?

--

John E. Alle

Broker  
JOHN ALLE COMPANY

DRE #00778637

Cell: (310) 990-7124  
Office: (626) 795-1511 or (310) 319-1511  
Email: [johnallecompany@gmail.com](mailto:johnallecompany@gmail.com)  
Web: [johnallecompany.com](http://johnallecompany.com)



**From:** "John Alle" <johnallecompany@gmail.com>  
**To:** "Yan Shen" <yanshen@charter.net>  
**Date:** 01/10/2015 05:17:03 EST  
**Subject: Searching for tenants**

Dear Yan,

Yesterday and early this morning I walked through the following medical buildings and left brochures with the principals or office managers. ....

55 E. California  
39 Congress  
Both Cotton (north and south) Bldgs.

You never know whose lease may soon expire. I tried to emphasize the exposure from the street, free parking, and excellent management.

We'll see. ....

**From:** "Yan Shen" <yanshen@charter.net>  
**To:** "John Alle" <johnallecompany@gmail.com>  
**Date:** 01/06/2015 01:00:32 EST  
**Subject:** **Re: 213 S. Euclid Ave.**

Great!!! Thanks!!! Do you post on loop net?

Sent from my iPhone

On Jan 6, 2015, at 9:07 AM, John Alle <johnallecompany@gmail.com> wrote:

A doctor from Huntington 's staff just gave me the contact info and email addresses for every doctor in Pasadena and San Gabriel. I will use it for 213.

On Jan 6, 2015 8:37 AM, "Yan Shen" <yanshen@charter.net> wrote:

Good morning, John,  
Thank you so very much for your effort.  
Yan

On Tue, Jan 6, 2015 at 6:35 AM, John Alle wrote:

Happy New Year to you and Dale and your family as well.

I ~~went~~ ~~Sa~~nday morning dropping off brochures at the Evergreen Medical Building at Del Mar and Marengo, and also the medical building at Del Mar and Fair Oaks. I also cold called the doctors at the southeast corner of Sierra Madre Blvd. and San Pascual yesterday.

I am VERY motivated to get it leased. I'll get it done.

This week Huntington Research (pediatrics) comes back to take a 3rd look.

Thanks, John

On Mon, Jan 5, 2015 at 4:02 PM, Yan Shen <yanshen@charter.net> wrote:  
Hi, John,

Happy New Year!!!

Please help to get 213 leased asap... due to Insurance premium is increased so much we have hard time to stay out of the negative.

Thank you!

Yan

**From:** "Yan Shen" <yanshen@charter.net>  
**To:** "John Alle" <johnallecompany@gmail.com>  
**Date:** 01/17/2015 05:47:17 EST  
**Subject: Re: 221 S. Euclid Ave., Orrin's unit**

Do they have any interest at all for #213?

Sent from my iPhone

On Jan 17, 2015, at 11:17 AM, John Alle <[johnallecompany@gmail.com](mailto:johnallecompany@gmail.com)> wrote:

They are growing. I am urging them to take 213.

On Jan 16, 2015 9:46 PM, "Yan Shen" <[yanshen@charter.net](mailto:yanshen@charter.net)> wrote:  
Thank you for the info. I thought that they had to move over to their new building.  
Yan

On Fri, Jan 16, 2015 at 2:28 PM, John Alle wrote:

They are paying on time. They want to stay as long as possible.  
On Jan 16, 2015 1:55 PM, "Yan Shen" <[yanshen@charter.net](mailto:yanshen@charter.net)> wrote:  
Hi, John,  
Is the current tenant, subleasee, still in #221? When do they plan to move out? Please advise.  
Thank you,  
Yan

**From:** "John Alle" <[johnallecompany@gmail.com](mailto:johnallecompany@gmail.com)>  
**To:** "Yan Shen" <[yanshen@charter.net](mailto:yanshen@charter.net)>  
**Date:** 09/23/2014 02:04:59 EDT  
**Subject:** **213 So. Euclid**

Dear Yan,

I showed the 213 unit yesterday to Huntington Medical Research Associates.

They want to find space for their internal medicine and pediatrics units.

The challenge for us is that they want 3,500 to 5,000 sf contiguous, and not separated.

The most we can put together in one piece is 2,500 sf +/-.

Thanks, John.

--

John E. Alle

Broker  
JOHN ALLE COMPANY

Cell: (310) 990-7124  
Office: (626) 795-1511 or (310) 319-1511  
Email: [johnallecompany@gmail.com](mailto:johnallecompany@gmail.com)  
Web: [johnallecompany.com](http://johnallecompany.com)

**From:** "John Alle" <[johnallecompany@gmail.com](mailto:johnallecompany@gmail.com)>  
**To:** "Yan Shen" <[yanshen@charter.net](mailto:yanshen@charter.net)>  
**Date:** 09/23/2014 11:33:06 EDT  
**Subject:** **Update on 213 So. Euclid**

Dear Yan,

I had another showing today, making it almost one showing every other day. This time the tour was with a nutritionist who teaches stretching (one-on-one) and offers massage.

The space may be a little too large. They want to return to see it again tomorrow or Thursday.

The gentleman at Spokeo, the internet firm from across the street at 199 So. Los Robles, is supposed to make an offer soon. I called him and told him we needed an answer soon because of the interest from other prospects.

Thanks, John.

--

John E. Alle

Broker  
JOHN ALLE COMPANY

Cell: (310) 990-7124  
Office: (626) 795-1511 or (310) 319-1511  
Email: [johnallecompany@gmail.com](mailto:johnallecompany@gmail.com)  
Web: [johnallecompany.com](http://johnallecompany.com)

**From:** "Yan Shen" <yanshen@charter.net>  
**To:** "dlmorrison: charter.net" <dlmorrison@charter.net>  
**Date:** 02/18/2014 11:46:19 EST  
**Subject:** **FW: Marketing and Leasing Update for the 213 So. Euclid Unit**

----- Begin forwarded message -----

**Subject:** Marketing and Leasing Update for the 213 So. Euclid Unit  
**Date:** 2/18/14 3:55:24 AM  
**From:** "John Alle"  
**To:** "Yan Shen"

Dear Yan,

I have been working to find a replacement tenant for the 213 So. Euclid space.

We have an attractive 4-page, color brochure that has photos of the interior and exterior, common areas, koi pond and landscaping, and floor plan.

I am using this brochure to cold-call with and leave for prospective, medical, office and creative/production-type tenants now located in other buildings nearby. I am emphasizing the uniqueness of the space (arched ceilings, freestanding building and free parking).

Our asking lease rate is competitive, and I explain to prospective tenants that the building ownership has and will be flexible with the lease rate.

Thank you for cleaning up the interior. The prior tenant left tools, hanging lights, ladders, nails on the ground empty and full boxes scattered all over the space, making the unit difficult and a liability to show.

I am conducting regular mailings to prospective tenants in various medical and business categories. These include optometrists, skin doctors, reproductive centers, psychologists, accounting firms law firms, and production companies.

I am also conducting regular email blasts to the active leasing brokers who work the area.

I have been showing the space 2 and 3 times a week since the beginning of the year. Pasadena's vacancy rate, without including the space available for sublease, is approximately 17.8%. On average the marketing and leasing time from initial listing to lease signing is between 140 and 150 days. Also on average, in this current market, I need to show the space 4 or 5 times before I receive a written offer from a qualified tenant.

Here are some of the prospects and users who have seen the space. Some of these you have met when we thought we were close to a 'deal', and other you have not.

1/7/14 (Tuesday) Weight loss center now located on Madison north of Colorado.

1/8/14 (Wednesday) Chiropractic group also from Madison.

1/10/14 (Friday) Law firm from 301 No. Lake.

1/11/14 (Saturday) Same Law firm, with all partners there to inspect

1/14/14 (Tuesday) Counseling firm

1/14/14 (Tuesday) Law firm from Glendale

1/15/14 (Wednesday) Birthing Center from Huntington Memorial

1 /17/14 (Friday) Post Production group from Silver Lake area whose principals live in  
Pasadena.

1/21/14 (Tuesday) Dental Lab that needed one-half the space

1/24/14 (Friday) Chiropractic group now located on South Lake

1/28/14 (Tuesday) Private banking center

2/3/14 (Monday) Hair and beauty salon

2/6/14 (Thursday) Engineering firm from Eagle Rock/Pasadena

2/7/14 (Friday) Counseling Firm from Beverly Hills. This group hired a space planner

conditional \_\_\_\_\_ and planner but their attorney advised them that the  
\_\_\_\_\_ use application period would take 4 to 5 months,  
which was \_\_\_\_\_ longer than they could wait.

2/11/14 (Tuesday) Accupuncturist from Monterey Park and Pasadena. This group is

still interested, but in just half the space.

2/11/14 (Tuesday) Law firm.

2/13/14 (Thursday) Real estate management firm.

I will keep you posted on my showings, and phone you after I show the space. Please call me if you have any questions.

Thanks, John.

--

John E. Alle

Broker  
JOHN ALLE COMPANY

DRE #00778637

Cell: (310) 990-7124  
Office: (626) 795-1511 or (310) 319-1511  
Email: [johnallecompany@gmail.com](mailto:johnallecompany@gmail.com)  
Web: [johnallecompany.com](http://johnallecompany.com)



**From:** "Fred Buckley" <fredbuckley88@hotmail.com>  
**To:** dlmorrison@charter.net  
**Date:** 06/21/2013 03:11:05 EDT  
**Subject:** RE: 213 S. Euclid Ave - Pasadena

Hi Yan,

The titel should be under:  
Men's Testosterone Center, LLC.  
It will be signed by me and my wife Corinne Buckley.

Looking forward to being in Pasadena. Have a great weekend.

Thanks,  
Fred

---

Date: Wed, 19 Jun 2013 18:48:50 -0400  
From: dlmorrison@charter.net  
To: fredbuckley88@hotmail.com  
Subject: RE: 213 S. Euclid Ave - Pasadena

Hi Fred,  
Should I meet you to complete the lease agreement at you earliest convenient time. Please advise.  
Thanks,  
Yan 626-792-0012 or 626-372-2310

On Mon, Jun 10, 2013 at 4:22 PM, Fred Buckley wrote:

Hi Yan,

It was great to meet you on Friday and look at the office on Euclid Avenue. I have attached the application that you gave me and I have also attached three statements from two different bank accounts showing we have the ability to pay the rent.

Please call me when you get a chance to review things so that we can go forward on this office. My cell phone number is 310-270-7035. Call me anytime and I look forward to talking with you.

Thank you,

Fred Buckley  
310-270-7035

los angeles >

[ logged in as

] [ ]

san gabriel valley >

housing >

office & commercial >

repost posting

Attention: Your posting will expire from the site in 7 days.

this is an unpublished draft.

publish

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los angeles >

housing >

office & commercial

Posted: less than a minute ago

**\$6500 UNIQUE PASADENA COMMERCIAL MEDICAL SUITE FOR LEASE (213 S EUCLID AVE, PASADENA)**

The best prime location at the most visable intersection of Euclid and Cordova Avenues which is beautifully landscaped along both Euclid and Cordova. WALK SCORE 92 !

One story independent building corner location; approximately 2500 Square Feet interior , large waiting/reception area with fireplace, newly remodeled bathroom, and eleven private exam rooms, plus.

Award winning landscaped property with large Koi Fish Pond and built-in outdoor seating areas.

Ample adjacent surface parking for patients and clients.

CALL YAN SHEN for appointment to view.....626-792-0012

⇒ craigslist - Map data ©

213 S Euclid Ave.



## Letter for Authorization to Lease Property & Change Locks

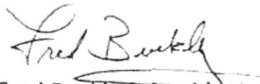
February 25, 2015

Yen Shen / Boulder Investments & Realty Company  
249 S Euclid Ave  
Pasadena Ca 91101

Dear Yen Shen / Boulder Investments & Realty Company:

This letter constitutes authorization on my part and the Men's Testosterone Center to lease the unit at 213 S Euclid Ave Pasadena Ca 91101 herein known as "the property" to whomever you wish. Additionally you have my authorization to change the locks. Furthermore let it be known that neither the Men's Testosterone Center nor I wish to have anything further to do with said property and we relinquish full and total control to you. Thank you for your attention in this matter. Please contact us if you have any questions.

Sincerely,



Fred Buckley, President

Men's Testosterone Center  
1171 S Robertson Blvd #525  
Los Angeles Ca 90035  
310-873-8303

# BOULDER INVESTMENT & REALTY COMPANY

REAL ESTATE • PROPERTY • MANAGEMENT

P.O. BOX 61246  
PASADENA, CA 91116  
TEL: (626) 792-0012  
FAX: (626) 449-3360

July 8, 2014

Mr. Fred Buckley  
1315 Angelo Dr.  
Beverly Hills, California 90210

Re: 213 S. Euclid Avenue  
Pasadena, California 91101

To continue our last letter dated 2/19/14, we itemize your financial account with us:

Balance as of 2/19/14	\$ (360)
Rent from 3/1/14 to 7/30/14 \$6,400 x 5Mo.	\$32,000
City Electric Service as of 3/26/14	\$ 315
BALANCE .....	\$31,955

Please mail a check for the balance owed of \$31,955 to the above address.

John Alle, our Leasing Broker, has continued to show the property, however, it has been difficult to interest anyone enough to enter into negotiations. The installation of carpeting was a step in the right direction, but the incomplete interior renovation; electric items hanging from the walls, Missing light fixtures, door frames removed, missing ceiling tiles, etc. do not help.

At this moment, we have one interested party who has expressed an interest in negotiating with you concerning his subleasing; this of course would reduce your burden going forward. Please let us know if you wish us to provide him with your contact information.

Thank you for your attention to this matter,

  
Yan Shen, Manager

**PERSONAL REAL ESTATE**

	<u>Type</u>	<u>Location</u>	<u>Value</u>	<u>Mortgage Holder</u>	<u>Loan Balance</u>
1.	House	1315 Angela Dr. Beverly Hills CA	\$15 million	Value	
2.		Chase Mortgage	\$2.5 million		

**LEGAL**

1. Do you, your company or any company in which you are an officer have any outstanding legal judgements at the present time?

YES

NO

(Circle one)

2. Are you, your company or any company in which you are an officer now bankrupt under National Bankruptcy Laws?

YES

NO

(Circle one)

3. Have you, your company or any company in which you are an officer ever been bankrupt under National Bankruptcy Laws?

YES

NO

(Circle one)

4. If you answered "YES" to any of the above questions, please explain: \_\_\_\_\_

-----  
Please attach financial statements or federal tax returns for the company for the last three years.  
-----

I / We instruct Landlord and/or its Agent to order a credit report on me / us from a credit reporting agency for the purpose of evaluating my / our eligibility to lease property, and to verify any information herein.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# BOULDER INVESTMENT & REALTY COMPANY

REAL ESTATE • PROPERTY • MANAGEMENT

P.O. BOX 61246  
PASADENA, CA 91116  
TEL: (626) 792-0012  
FAX: (626) 449-3360

February 19, 2014

Mr. Fred Buckley  
Men's Testosterone Center, LLC  
1315 Angelo Drive  
Beverly Hills, CA 90210

Re: 213 S. Euclid Avenue  
Pasadena, CA 91101

We are disappointed at not hearing from you in response to our December 16, 2013 letter, and now we have not received your January and February rent.

John Alle, our leasing broker, has been showing the property on a continuing bases; see the attached record of his activities. We have incurred some expense cleaning the place to make it more presentable for showing.

Following is the financial accounting to date:

SECURITY DEPOSIT .....	\$14,000
COST OF CLEANUP .....	\$490
- CHANGING OF DOOR LOCKS (keys not returned) .....	\$350
JANUARY AND FEBRUARY RENTS: 2x\$6,400 .....	\$12,800
Total Expenses .....	\$13,640
BALANCE REMAINING .....	\$360

Respectfully,

  
Yan Shen - Manager

Attachment: 2/18/2014 Marketing and Leasing Update for 213 So. Euclid.



ASSOCIATION  
OF REALTORS®

## COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL, Revised 04/08)

Date (For reference only): March 16, 2015

Boulder Investment and Realty Company ("Landlord") and  
South Lake Medical Center, Inc. Dr. Everett Wayne Collins is the ("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as:  
213 S. Euclid Ave., Pasadena, Ca. 91101 ("Premises"),  
which comprises approximately n/a % of the total square footage of rentable space in the entire property. See exhibit n/a  
for a further description of the Premises.

2. **TERM:** The term begins on (date) April 1, 2015 ("Commencement Date").  
(Check A or B):

☒ A. Lease: and shall terminate on (date) June 30, 2018 at noon AM/PM.

Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

☐ B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.

### 3. BASE RENT:

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY)

☐ (1) \$ \_\_\_\_\_ per month, for the term of the agreement.

☐ (2) \$ \_\_\_\_\_ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for \_\_\_\_\_ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.

☒ (3) \$ 0 per month for the period commencing 4/1/2015 and ending 6/30/2015 and  
\$ 5750.00 per month for the period commencing 7/1/2015 and ending 3/31/2016 and  
\$ 5980.00 per month for the period commencing 4/1/2016 and ending 3/31/2017

☐ (4) In accordance with the attached rent schedule.

☒ (5) ~~Base~~ \$ 6219.20 per month for the period 4/1/2017 ending 6/30/2018

B. Base Rent is payable in advance on the 1st (or ☐ ) day of each calendar month, and is delinquent on the next day.

C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of the Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

### 4. RENT:

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) Boulder Investment and Realty Company  
at (address) Manager's Box at the premises or at any other location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

### 5. EARLY POSSESSION: Tenant is entitled to possession of the Premises on April 1, 2015

If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant ☒ is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

### 6. SECURITY DEPOSIT:

A. Tenant agrees to pay Landlord \$ 12,000.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return.  
(IF CHECKED) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to replenish the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.

THIS AGREEMENT IS SUBJECT TO THE U.S. BANKING REGULATIONS AND THE FEDERAL RESERVE BOARD'S REGULATION CC, WHICH MAY REQUIRE THE CANCELLATION OF THIS AGREEMENT IF THE TENANT IS A MINOR OR A PERSON WITH A DISABILITY. IF THE TENANT IS A MINOR OR A PERSON WITH A DISABILITY, THE TENANT MUST OBTAIN WRITTEN CONSENT FROM A PARENT OR LEGAL GUARDIAN TO SIGN THIS AGREEMENT. IF THE TENANT IS A MINOR OR A PERSON WITH A DISABILITY, THE TENANT MUST OBTAIN WRITTEN CONSENT FROM A PARENT OR LEGAL GUARDIAN TO SIGN THIS AGREEMENT. IF THE TENANT IS A MINOR OR A PERSON WITH A DISABILITY, THE TENANT MUST OBTAIN WRITTEN CONSENT FROM A PARENT OR LEGAL GUARDIAN TO SIGN THIS AGREEMENT.

Landlord's Initials: [Signature]  
Tenant's Initials: [Signature]

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_



Urg 3/16/15

7. PAYMENTS:

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>7/1/2015</u> To <u>7/31/2015</u>	\$ <u>5750.00</u>	\$ <u>5750.00</u>	\$ <u>0</u>	
B. Security Deposit	\$ <u>12,000.00</u>	\$ <u>12,000.00</u>	\$ <u>0</u>	
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	
E. Total:	\$ <u>17,750.00</u>	\$ <u>17,750.00</u>	\$ <u>0</u>	

8. PARKING: Tenant is entitled to thirteen unreserved and 0 reserved vehicle parking spaces. The right to parking ☐ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ 0 per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. ADDITIONAL STORAGE: Storage is permitted as follows: none  
The right to additional storage space ☐ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ none per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. LATE CHARGE; INTEREST; NSF CHECKS: Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 business days of the date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$15.00 of rent as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. CONDITION OF PREMISES: Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: none; in "AS IS" condition  
Items listed as exceptions shall be dealt with in the following manner: none

12. ZONING AND LAND USE: Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. TENANT OPERATING EXPENSES: Tenant agrees to pay for all utilities and services directly billed to Tenant.

14. PROPERTY OPERATING EXPENSES:

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property.  
none

OR B. ☐ (If checked) Paragraph 14 does not apply.

15. USE: The Premises are for the sole use as medical use  
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violating any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. MAINTENANCE:

A. Tenant OR ☐ (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord OR ☐ (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and \_\_\_\_\_

Landlord's Initials [Signature]

Tenant's Initials [Signature]

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





Premises: 213 S. Euclid Ave., Pasadena, CA 91101

Date 3/16/15

16. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ☐ \_\_\_\_\_) day period preceding the termination of this agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord without Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on the Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 90 (or ☐ \_\_\_\_\_) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of this agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_.

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of Tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemnor. All condemnation proceeds, exclusive of those allocated by the condemnor to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect and insure Tenant from any such loss. In addition, Tenant shall carry liability insurance in an amount of not less than \$ 2 millions. Tenant's liability insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ 2 millions, plus property insurance in an amount sufficient to cover the replacement cost of the property. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials [Signature]

Tenant's Initials [Signature]

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



3/16/01 09:54PM HPFAX Page 5

26. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
27. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
28. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement. Unless this agreement is otherwise terminated pursuant to its terms, if any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
29. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
30. **DISPUTE RESOLUTION:**
- A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 34B(2) below. Paragraphs 34B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.**
- B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 34B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 6 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
- (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.
- "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

**"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Landlord's Initials 701 Tenant's Initials W

Landlord's Initials SO

Tenant's Initials W

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Date 3/18/15

25. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

26. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord:

Boulder Investment and Realty Co.  
P.O. Box 61246  
Pasadena, Ca. 91116  
Tel: 626-792-0012

Tenant:

Dr. Everett Wayne Collins, D.C.  
South Lake Medical Center Inc.  
213 S. Euclid Ave., Pasadena, Ca. 91101  
Tel: 818-415-3318

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

27. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

28. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

29. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:**

The following ATTACHED supplements/exhibits are incorporated in this agreement:

40. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 34A.

41. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

42. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 42.

43. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:

Listing Agent: \_\_\_\_\_ (Print Firm Name) is the agent of (check one):

☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Selling Agent: \_\_\_\_\_ (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):

☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials EW K  
Tenant's Initials LD K

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant [Signature] Date 3/19/17  
South Lake Medical Center, Inc., Dr. Everett Wayne Collins is the Managing  
(Print name) Partner  
Address 213 S. Euclid Ave., Pasadena, Ca. 91101 State Ca Zip 91101

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
(Print name) \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Landlord Boulder Investment and Realty Company, by Van Shen Date 3/18/15  
(owner or agent with authority to enter into this agreement)  
Address P.O. Box 61246 City Pasadena State Ca. Zip 91116

Landlord \_\_\_\_\_ Date \_\_\_\_\_  
(owner or agent with authority to enter into this agreement)  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) \_\_\_\_\_  
By (Agent) \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Listing Firm) \_\_\_\_\_  
By (Agent) \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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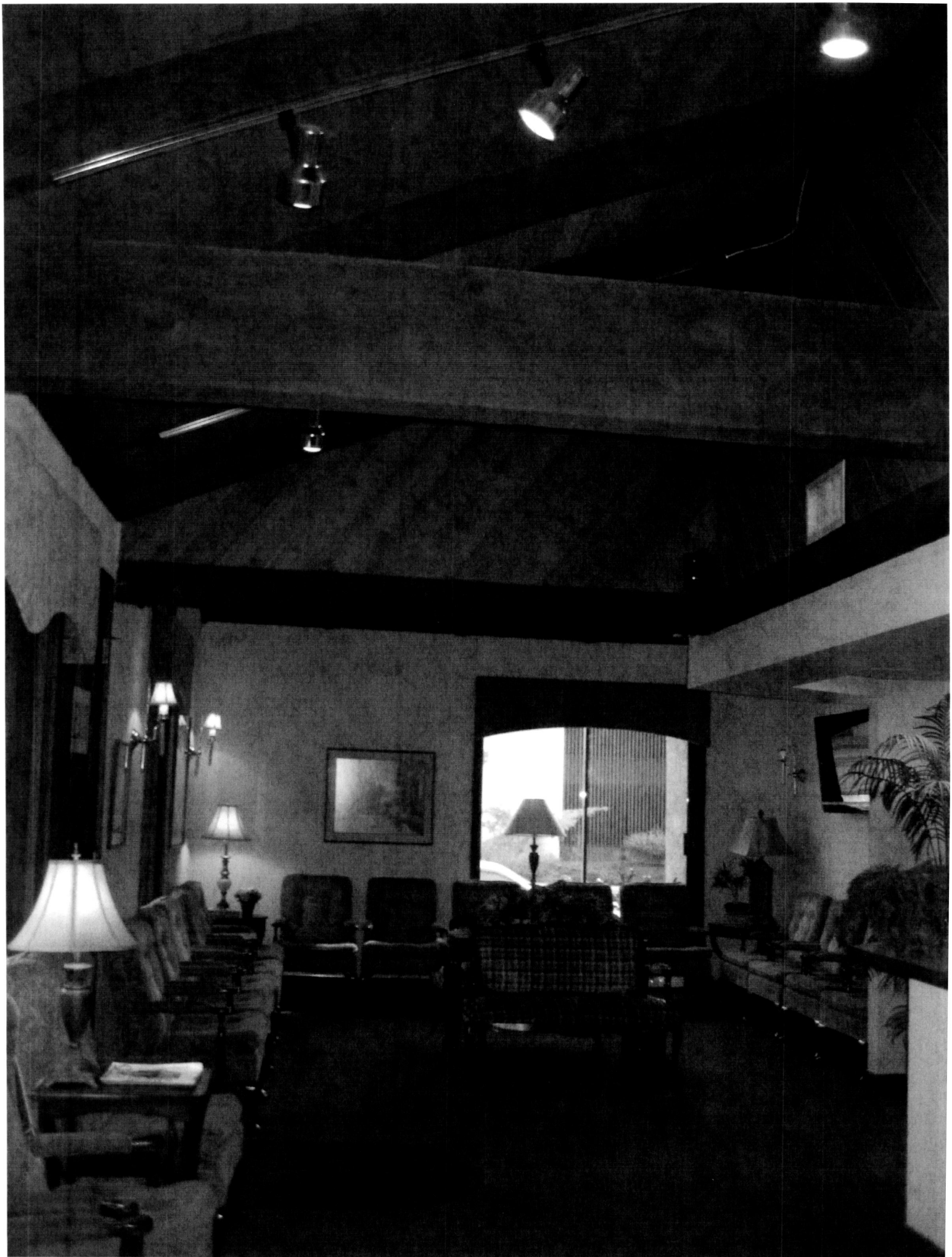


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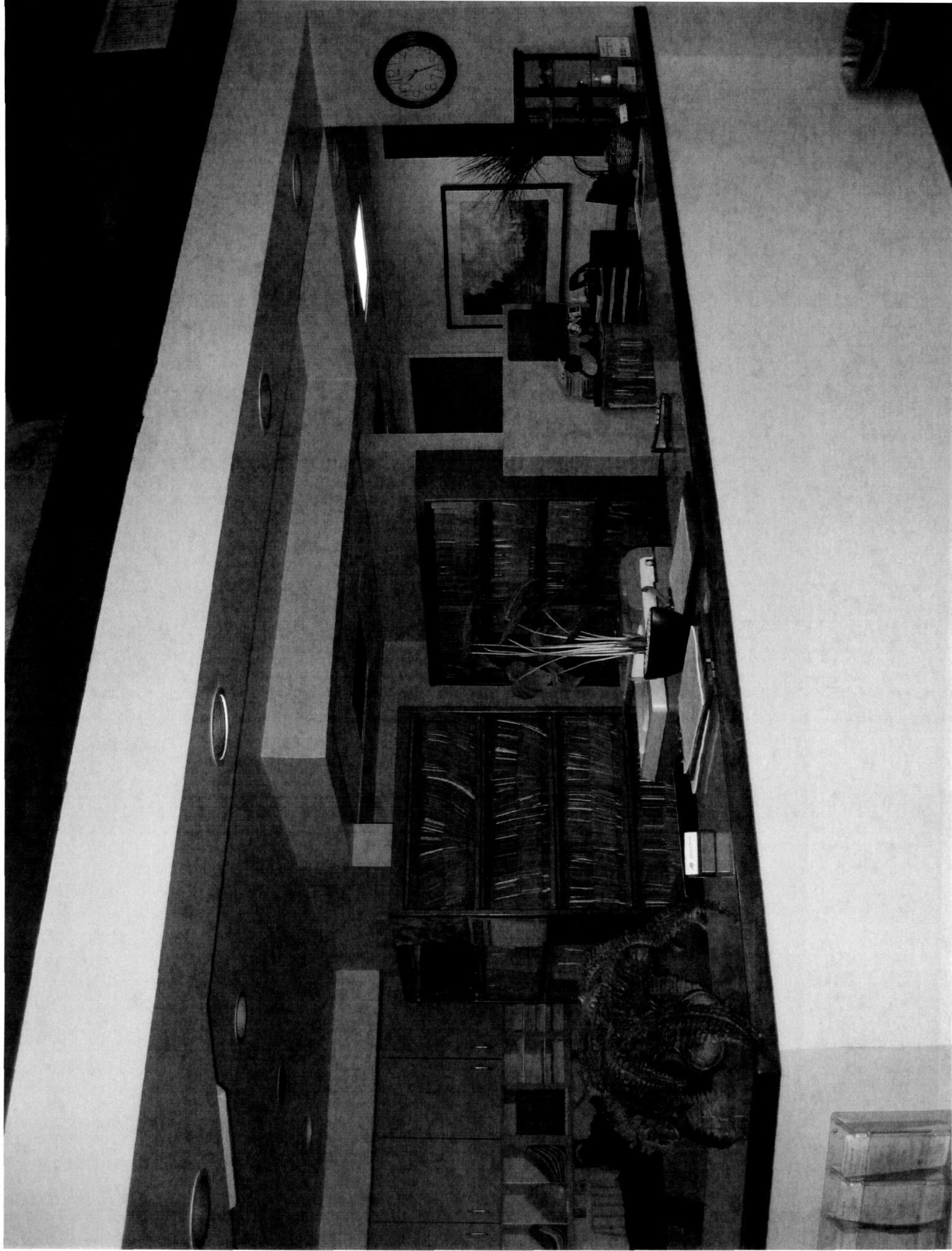
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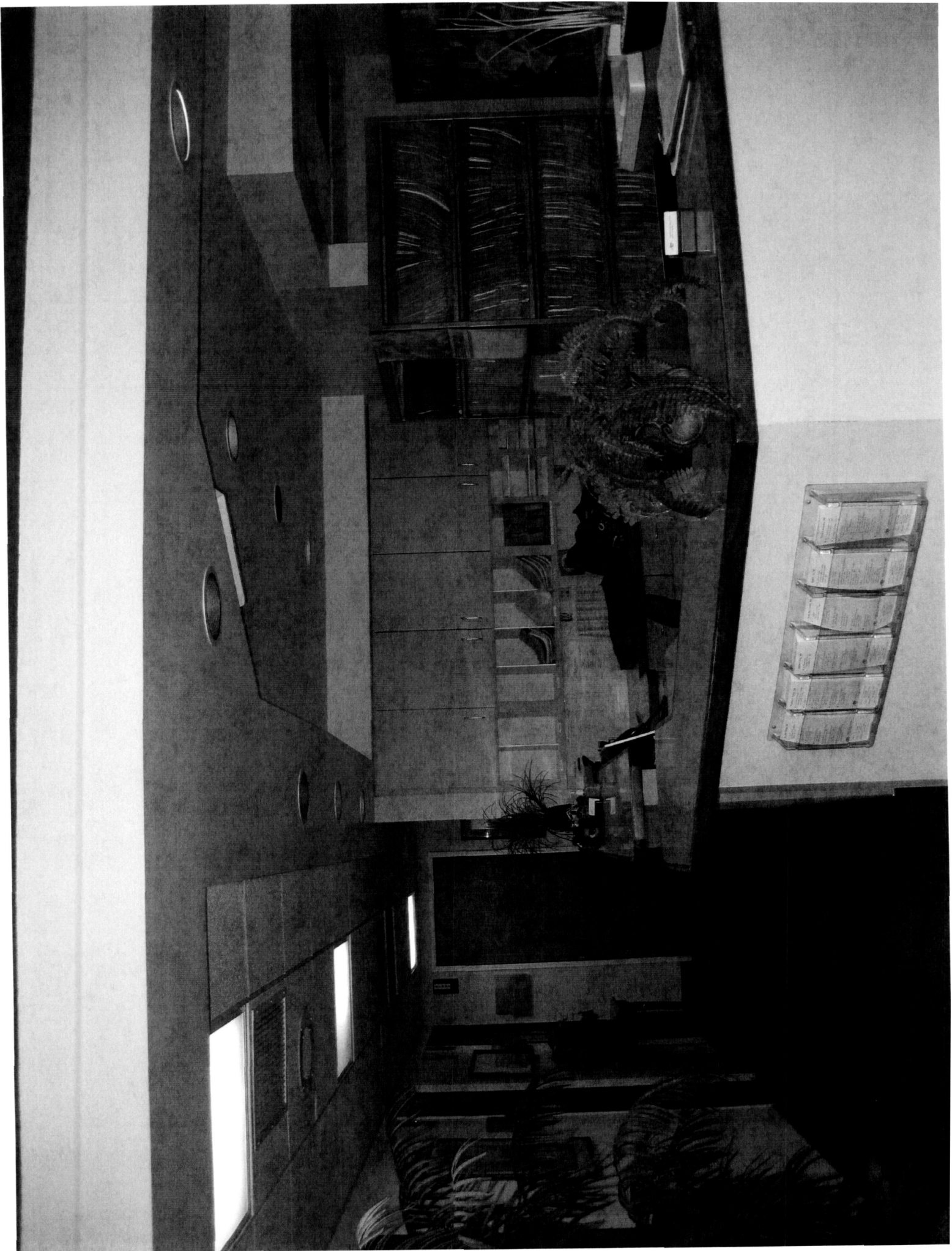


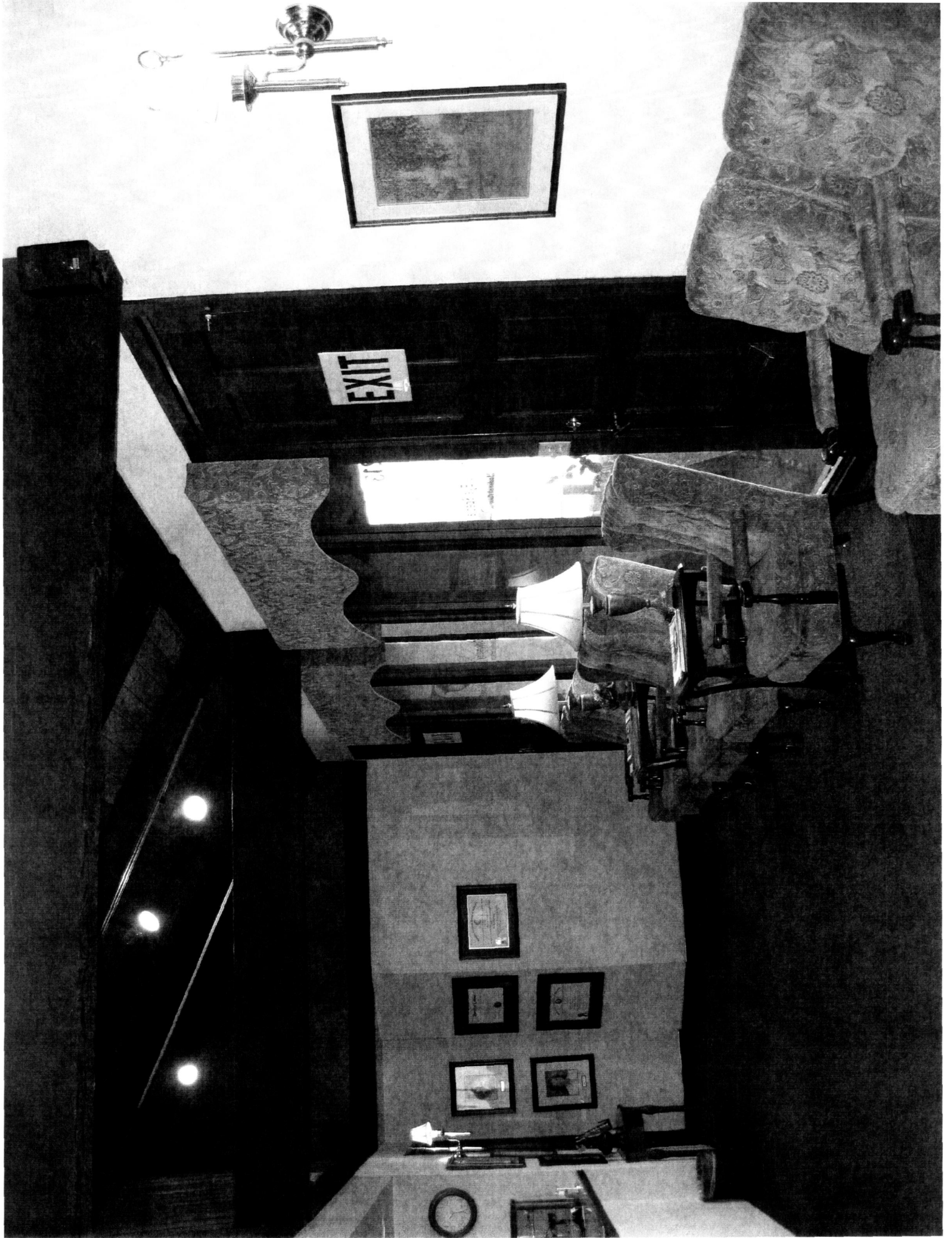




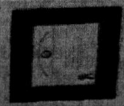








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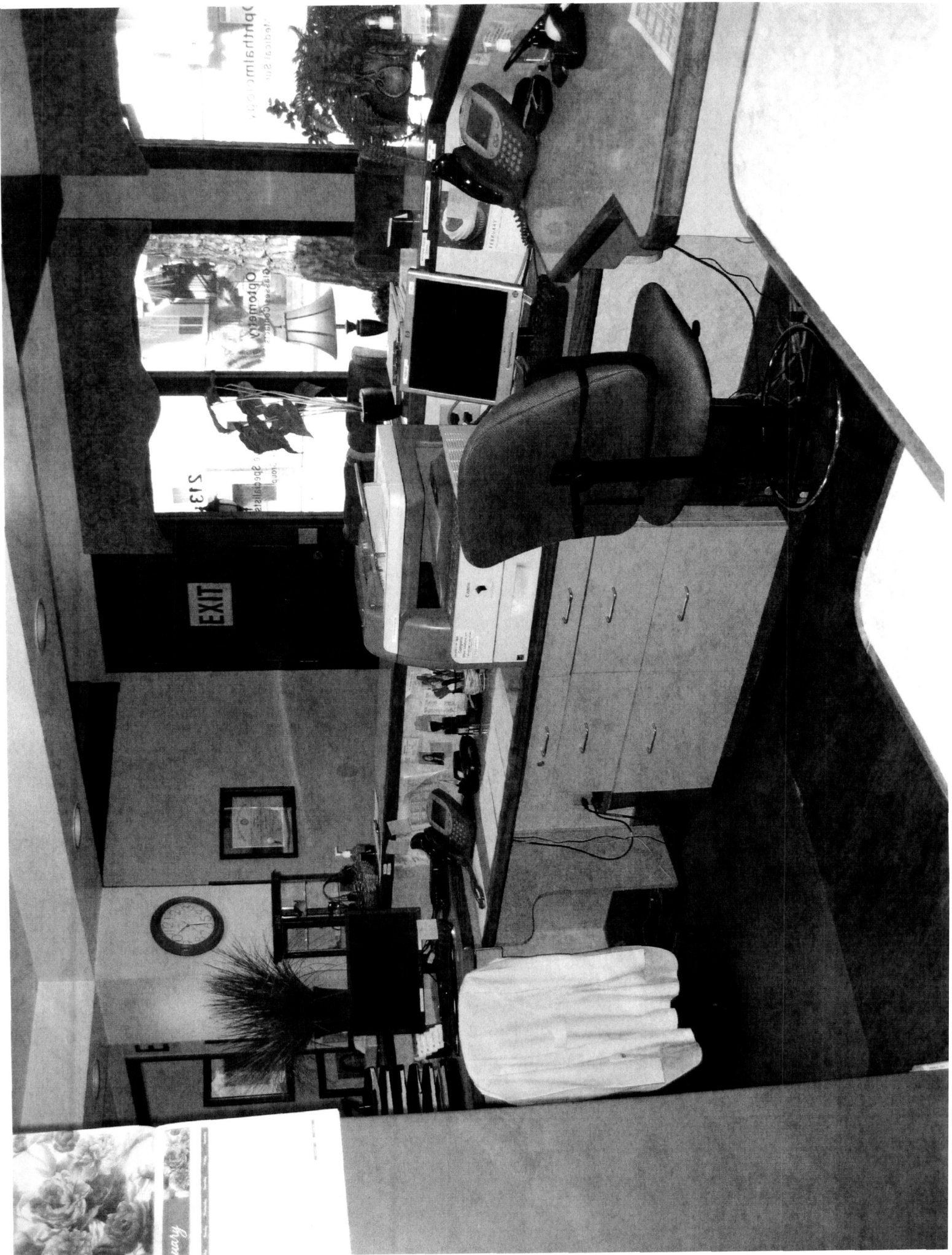






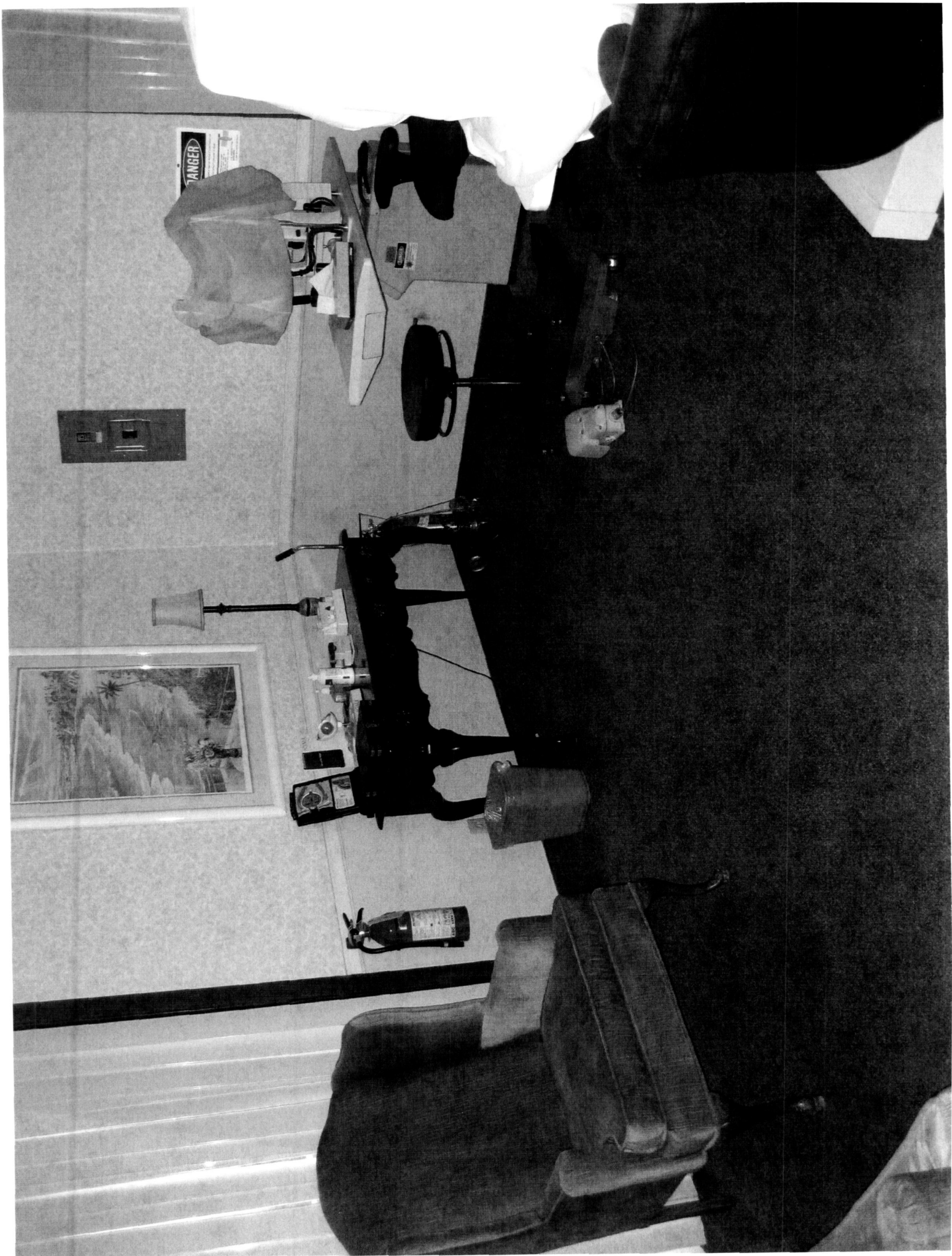


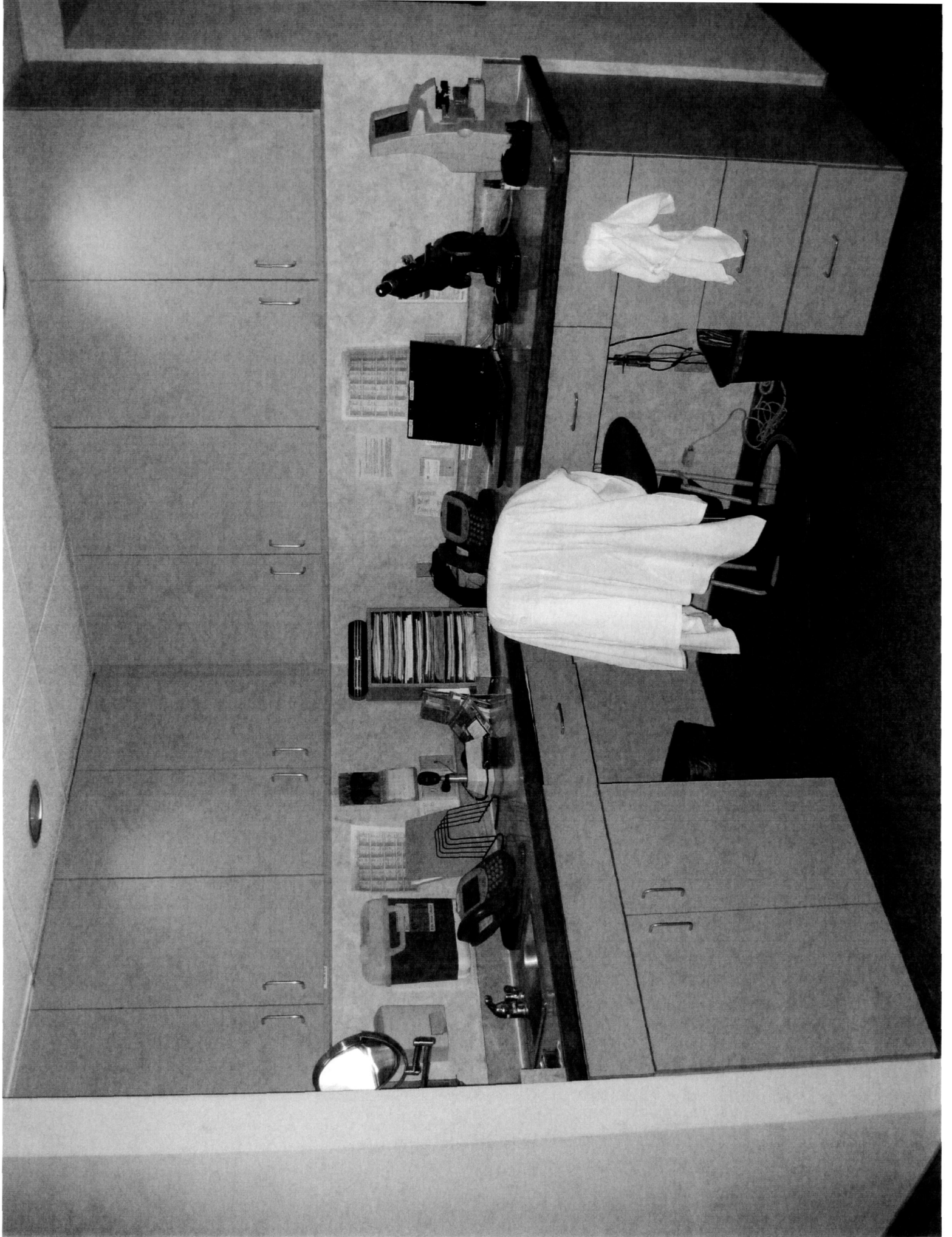






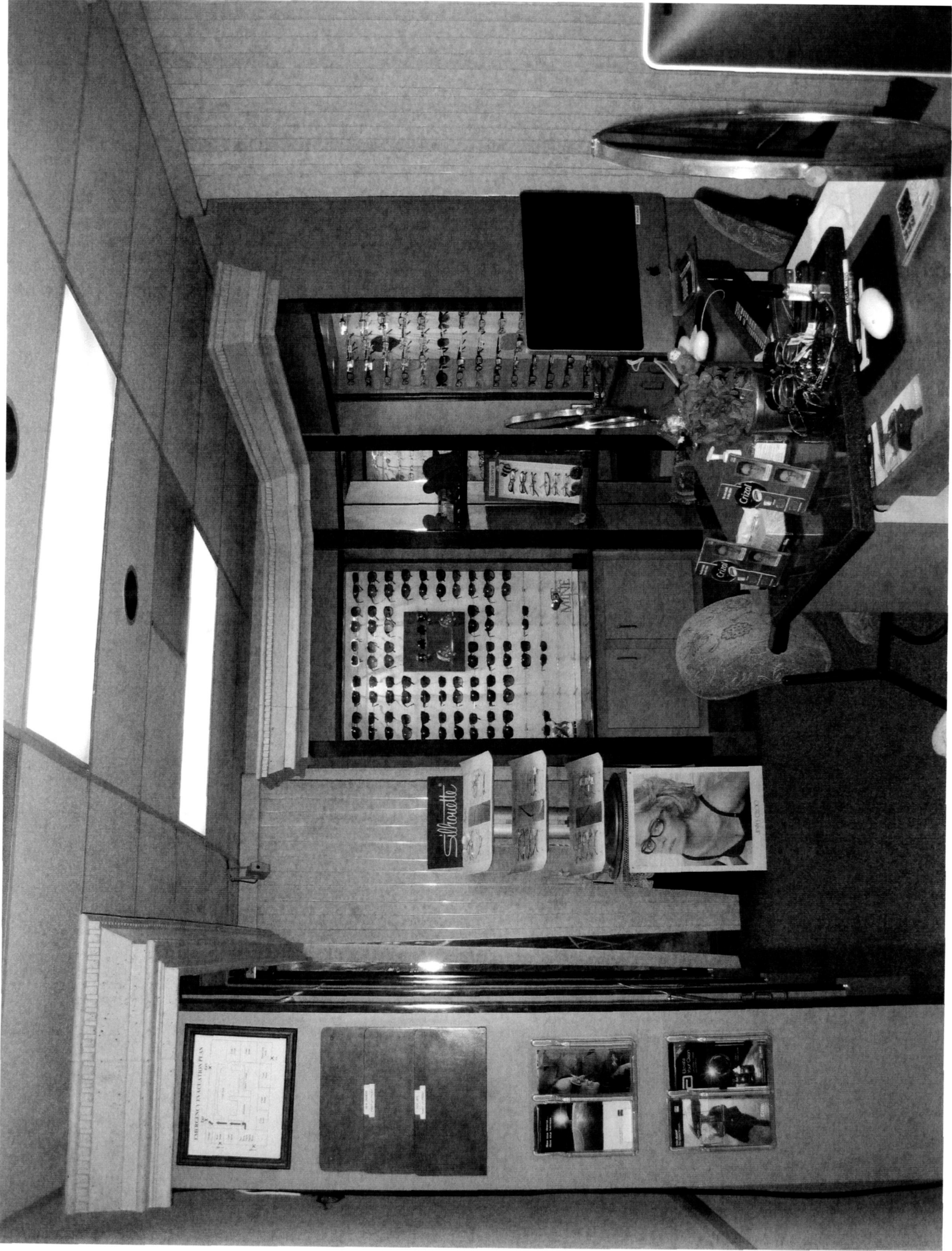










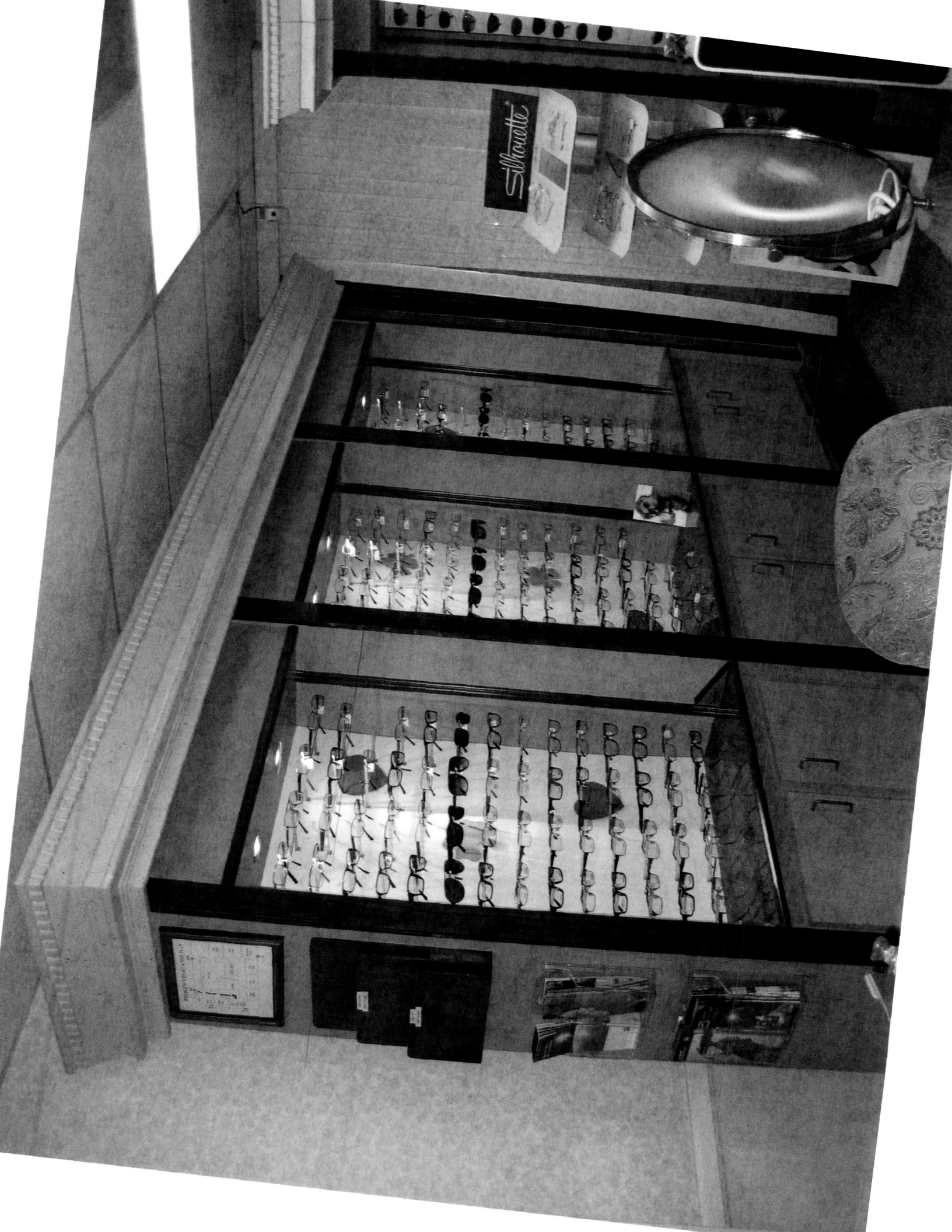




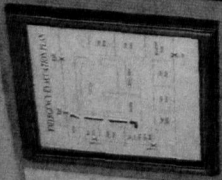








Silhouette



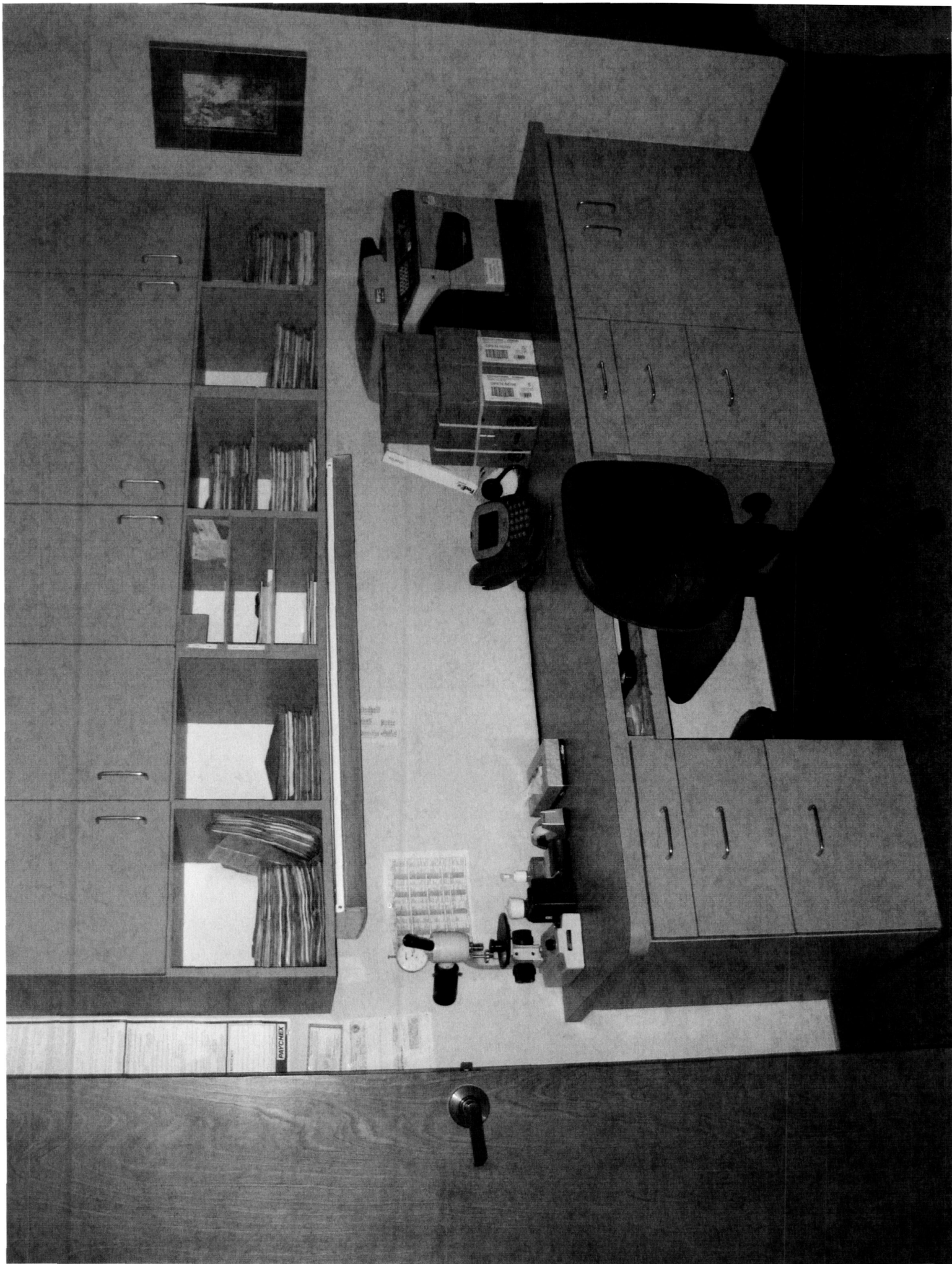






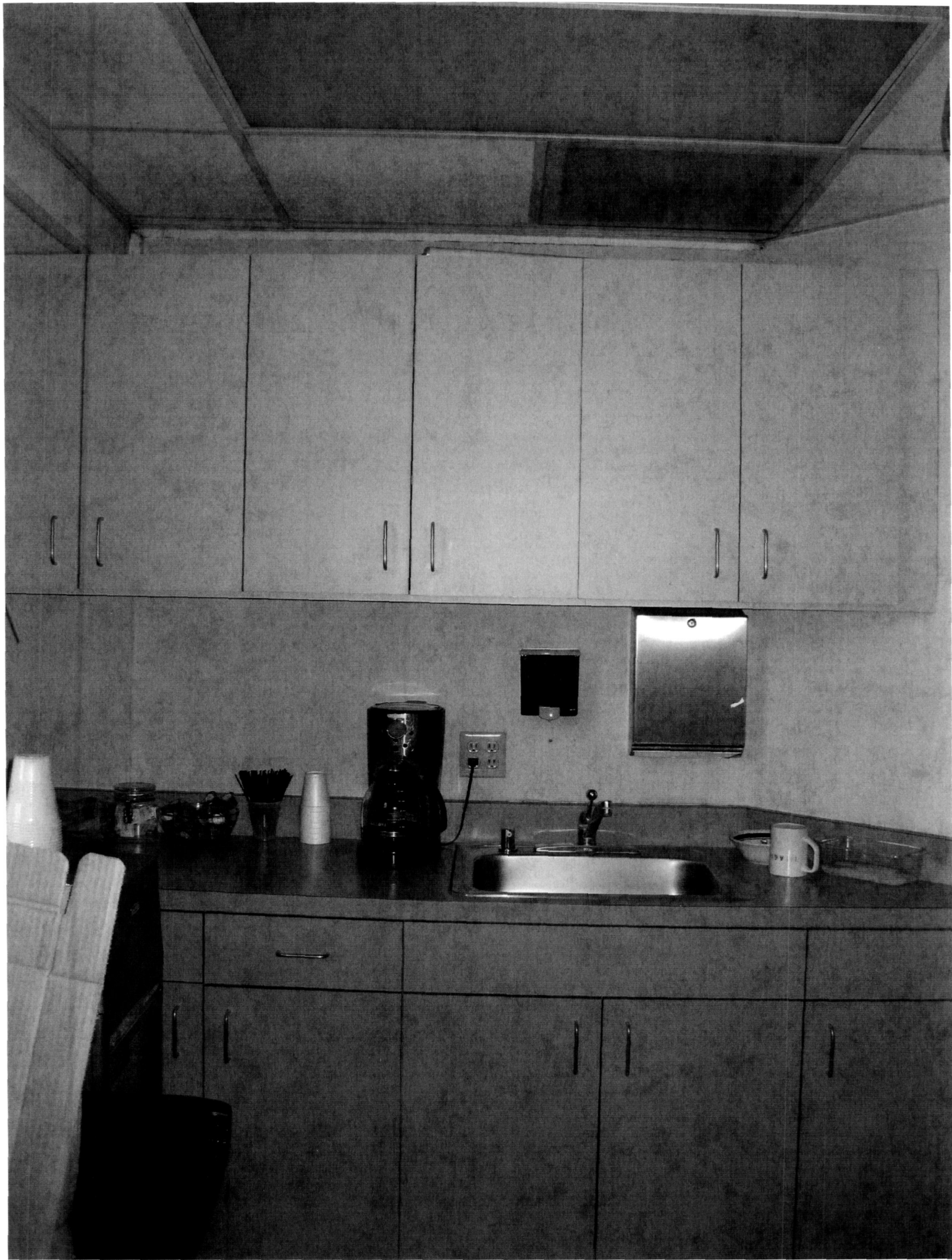


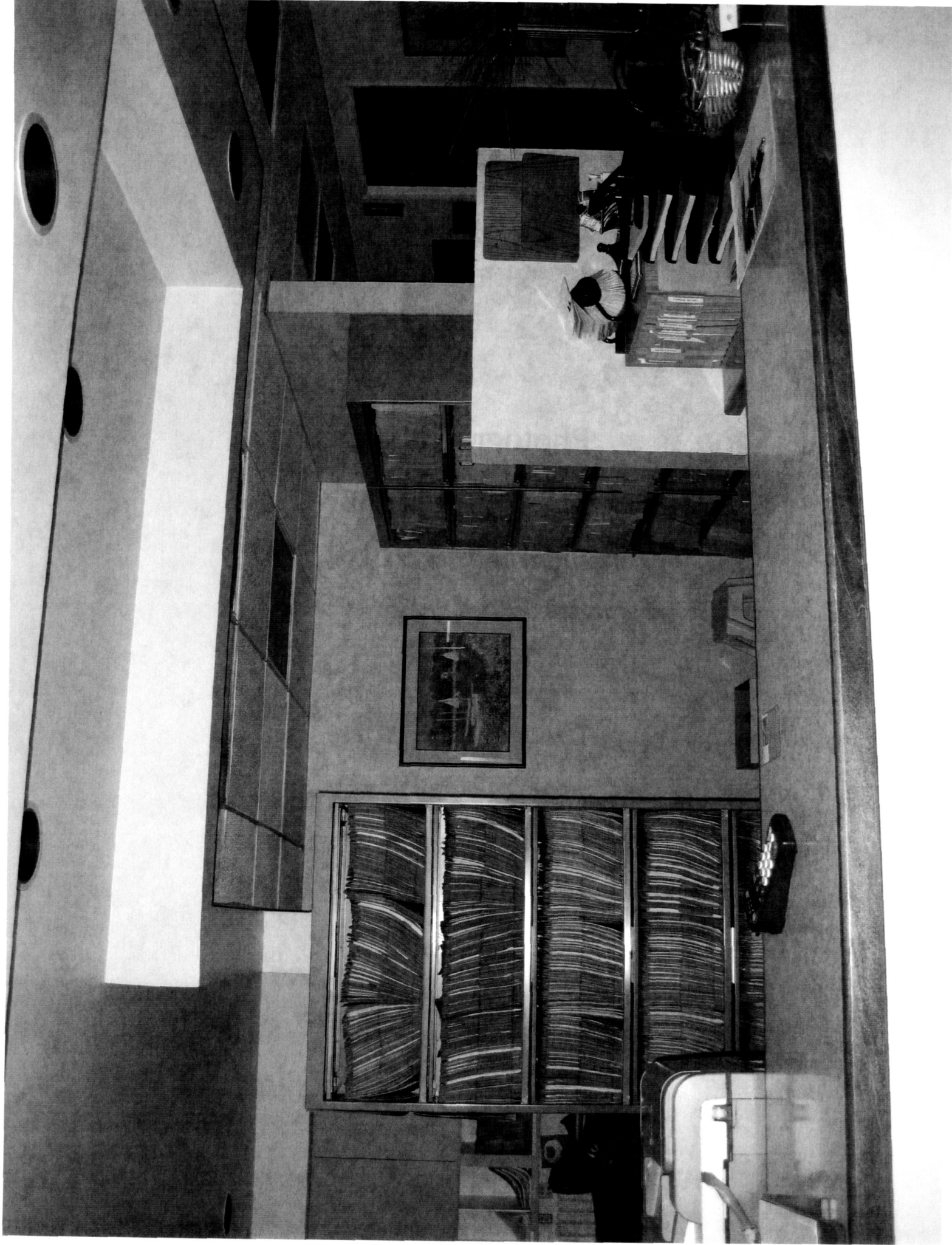












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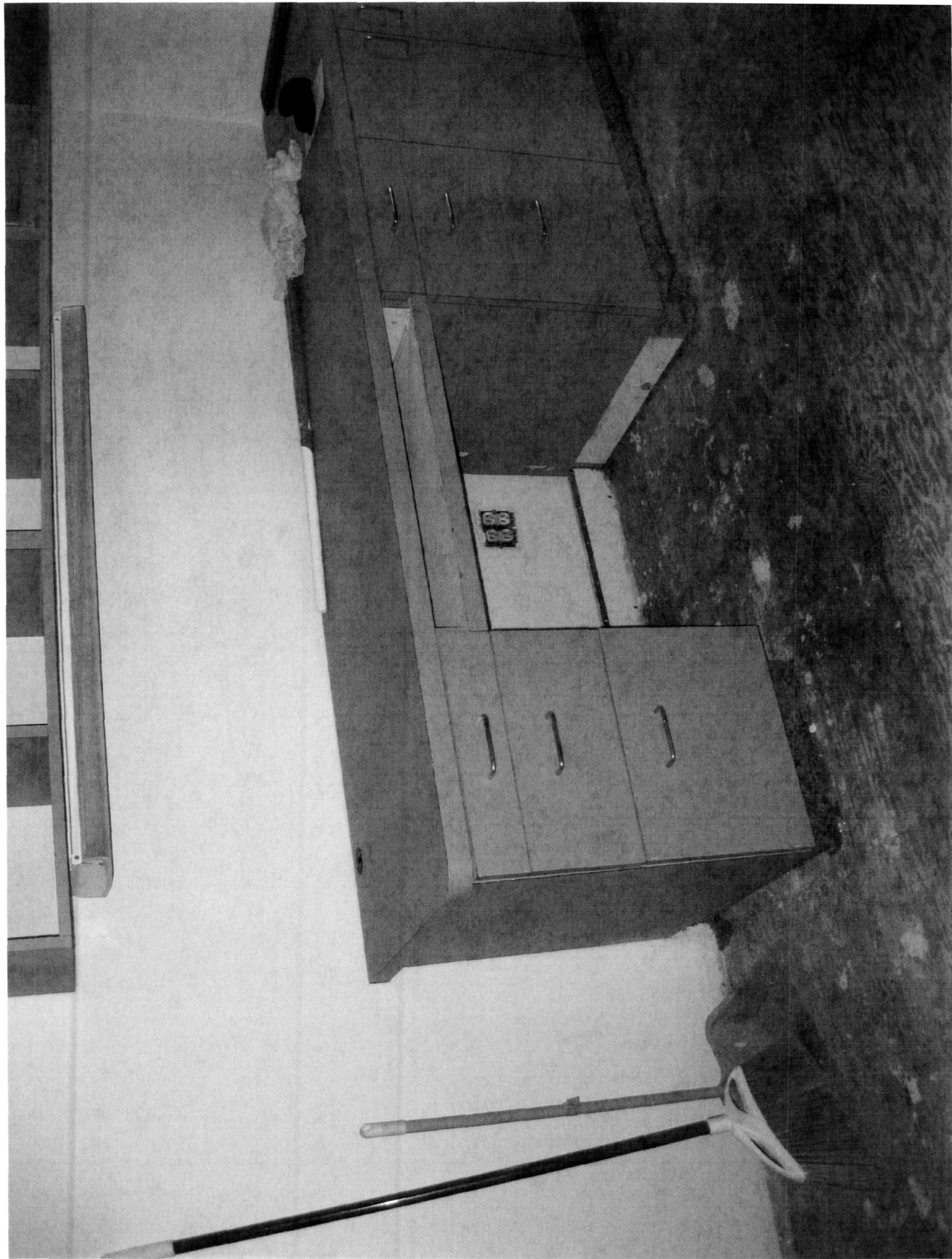














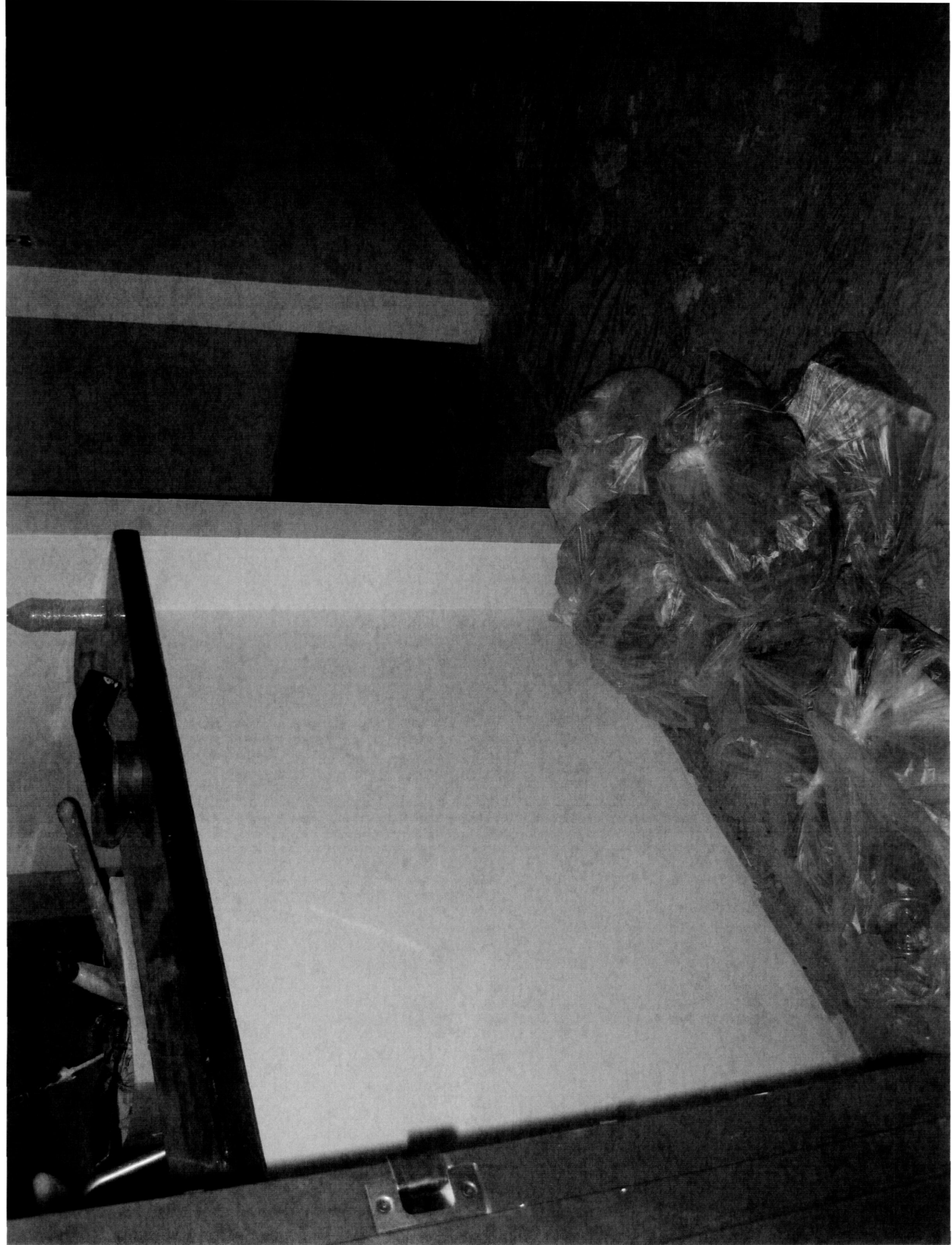




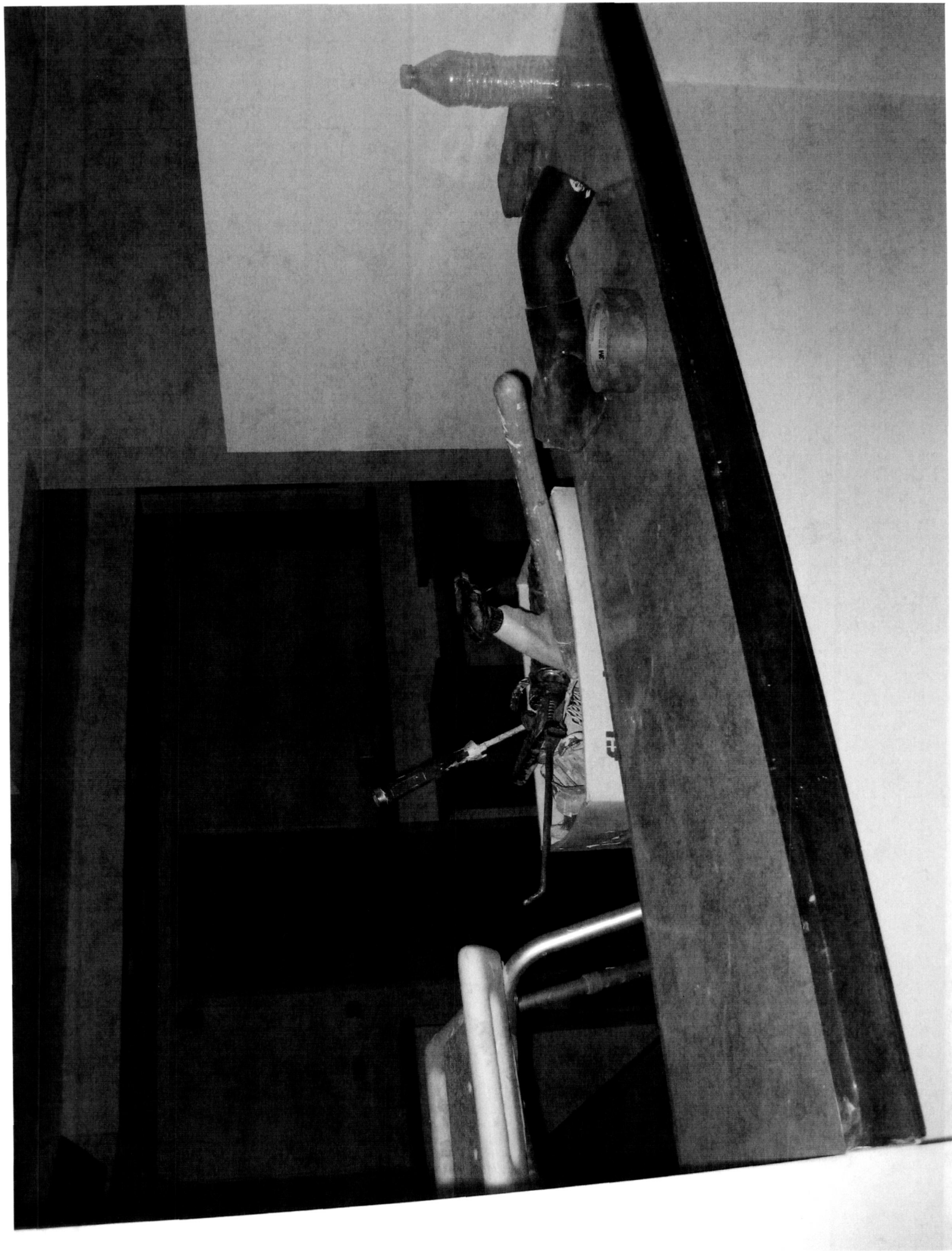


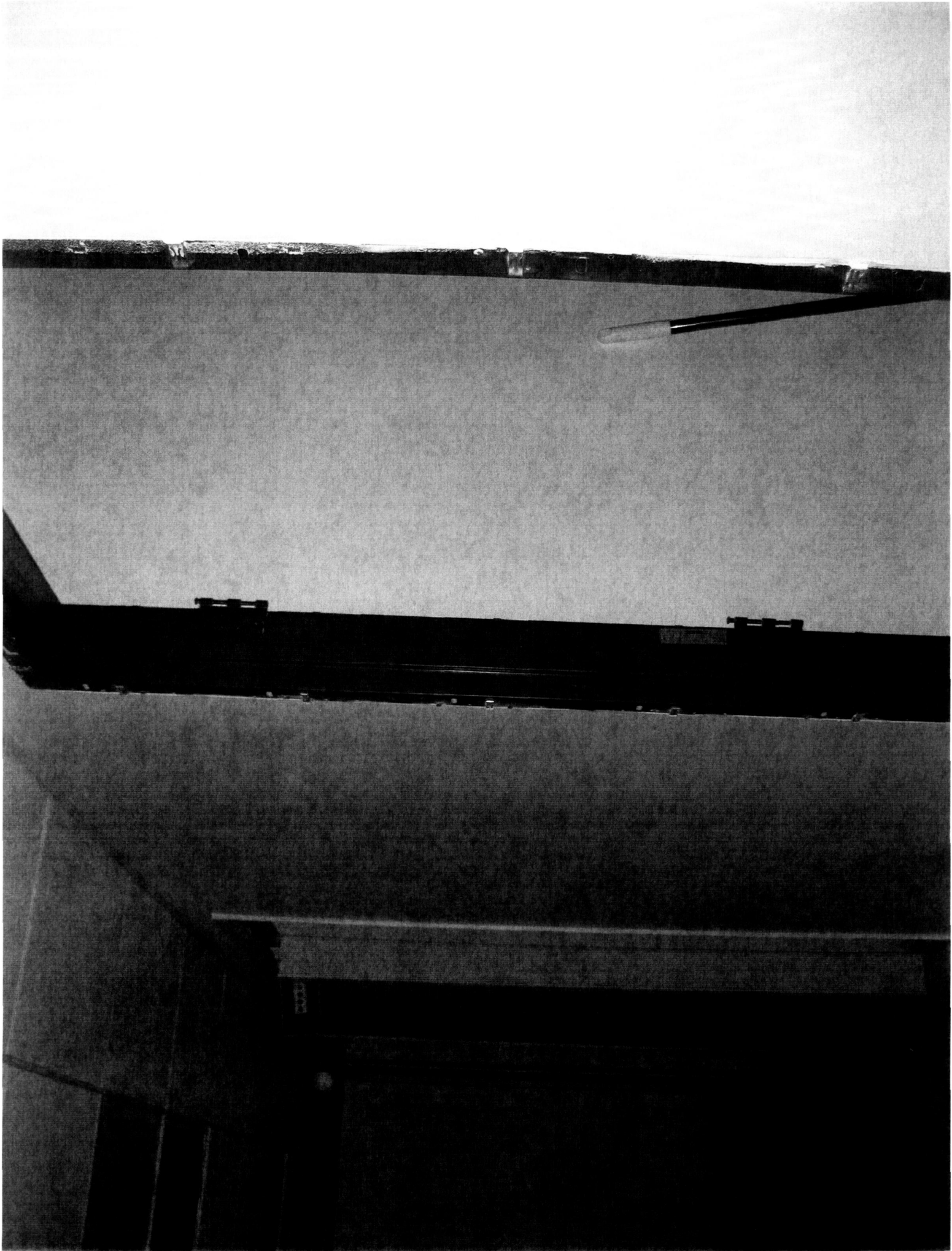






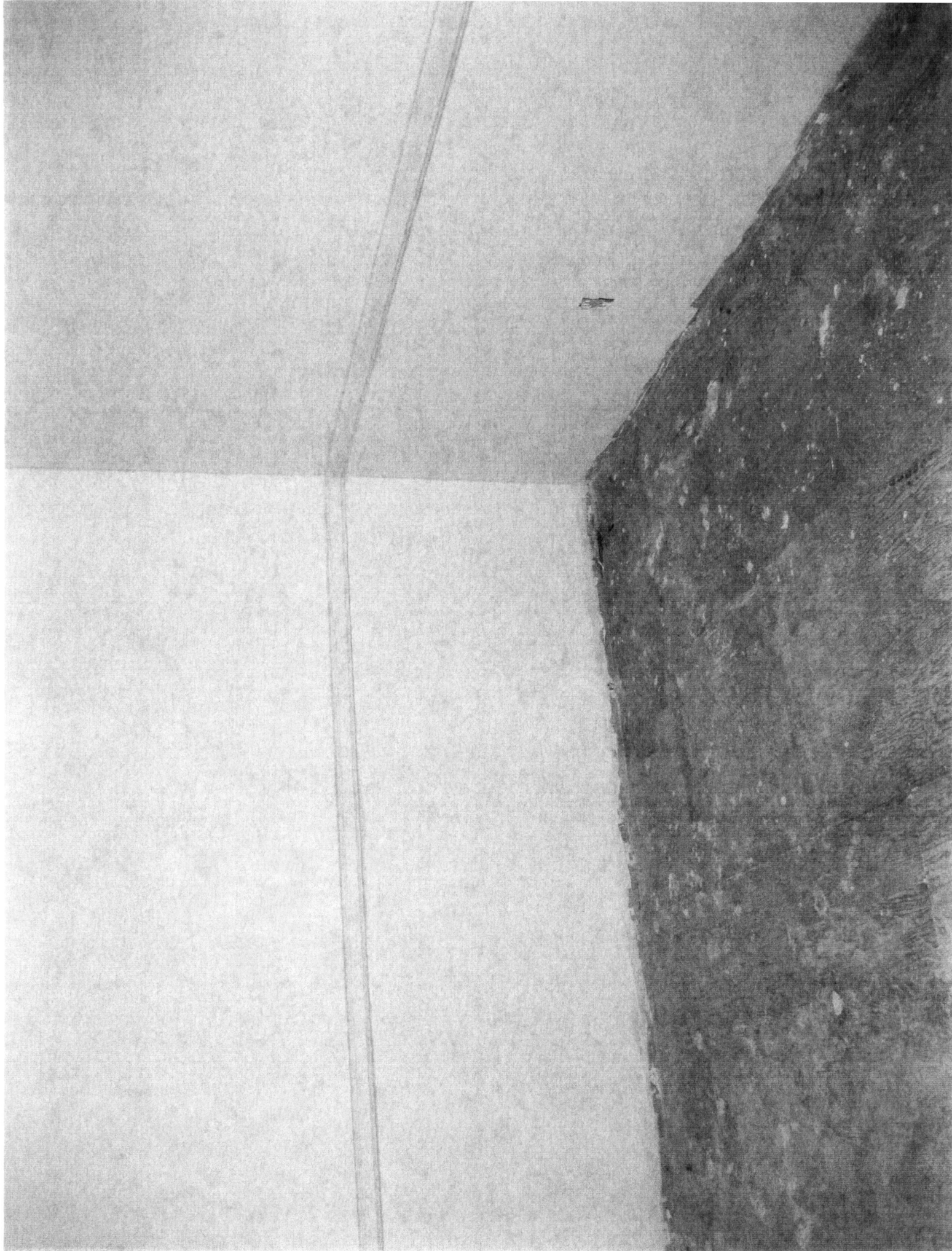






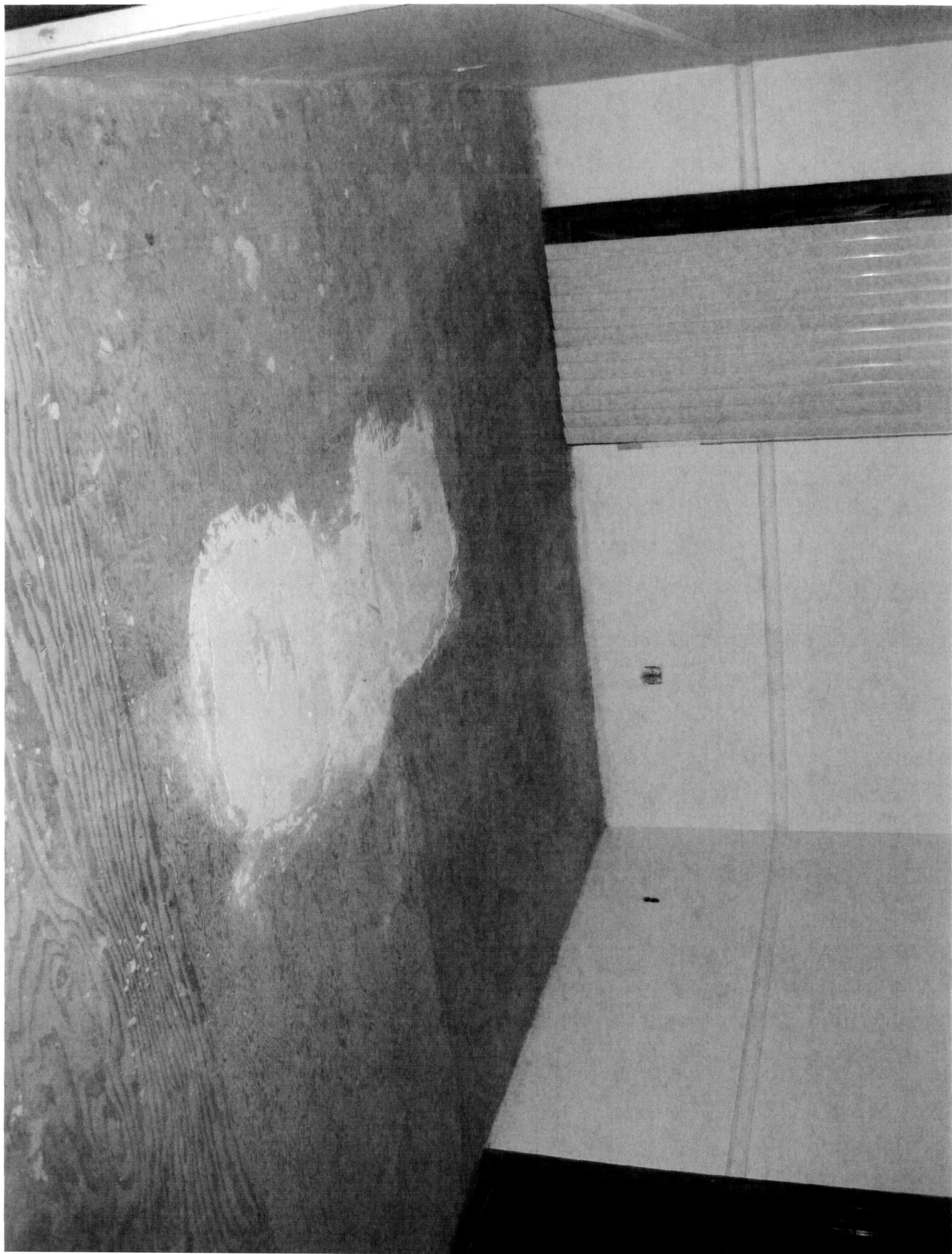




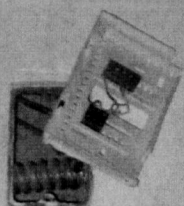








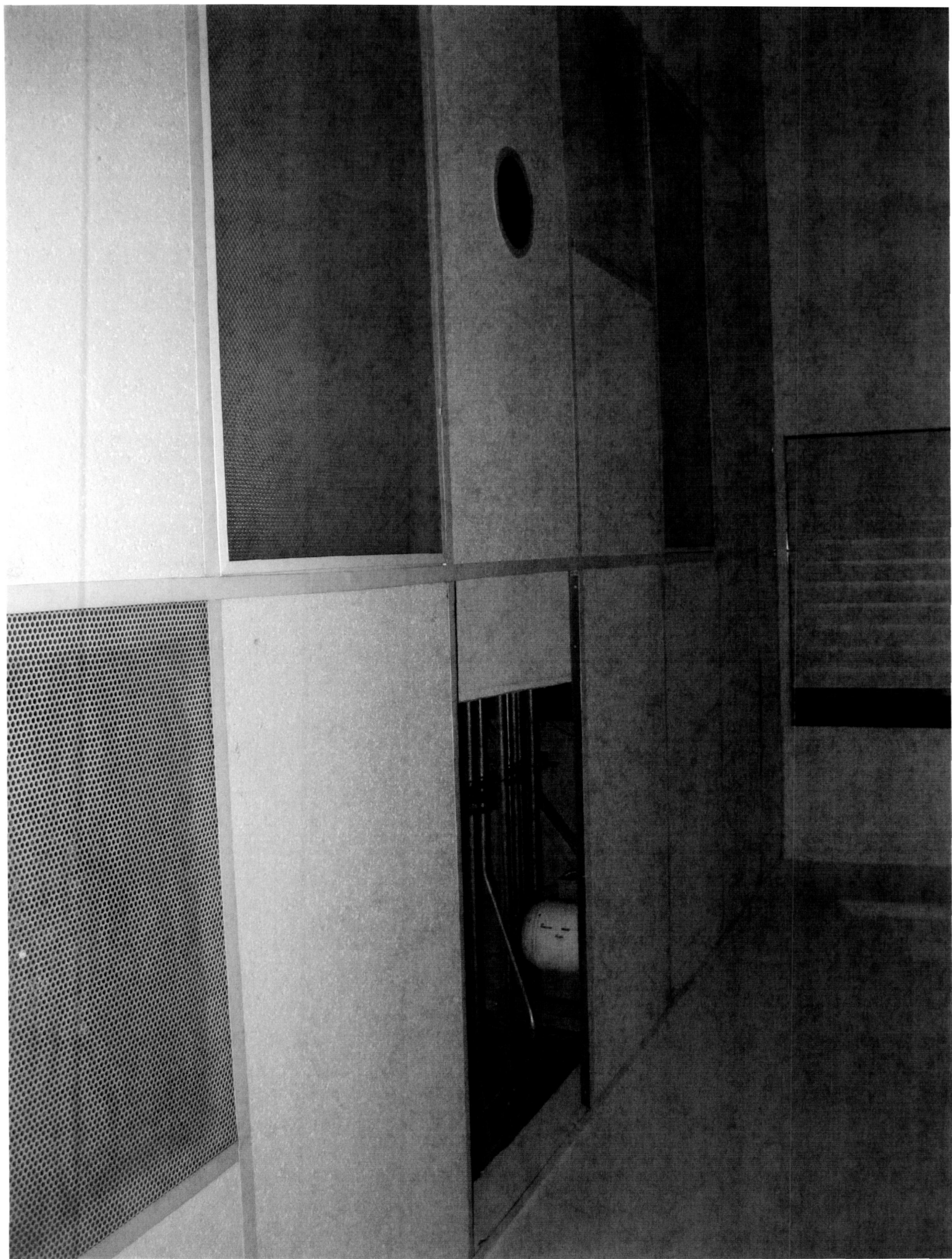




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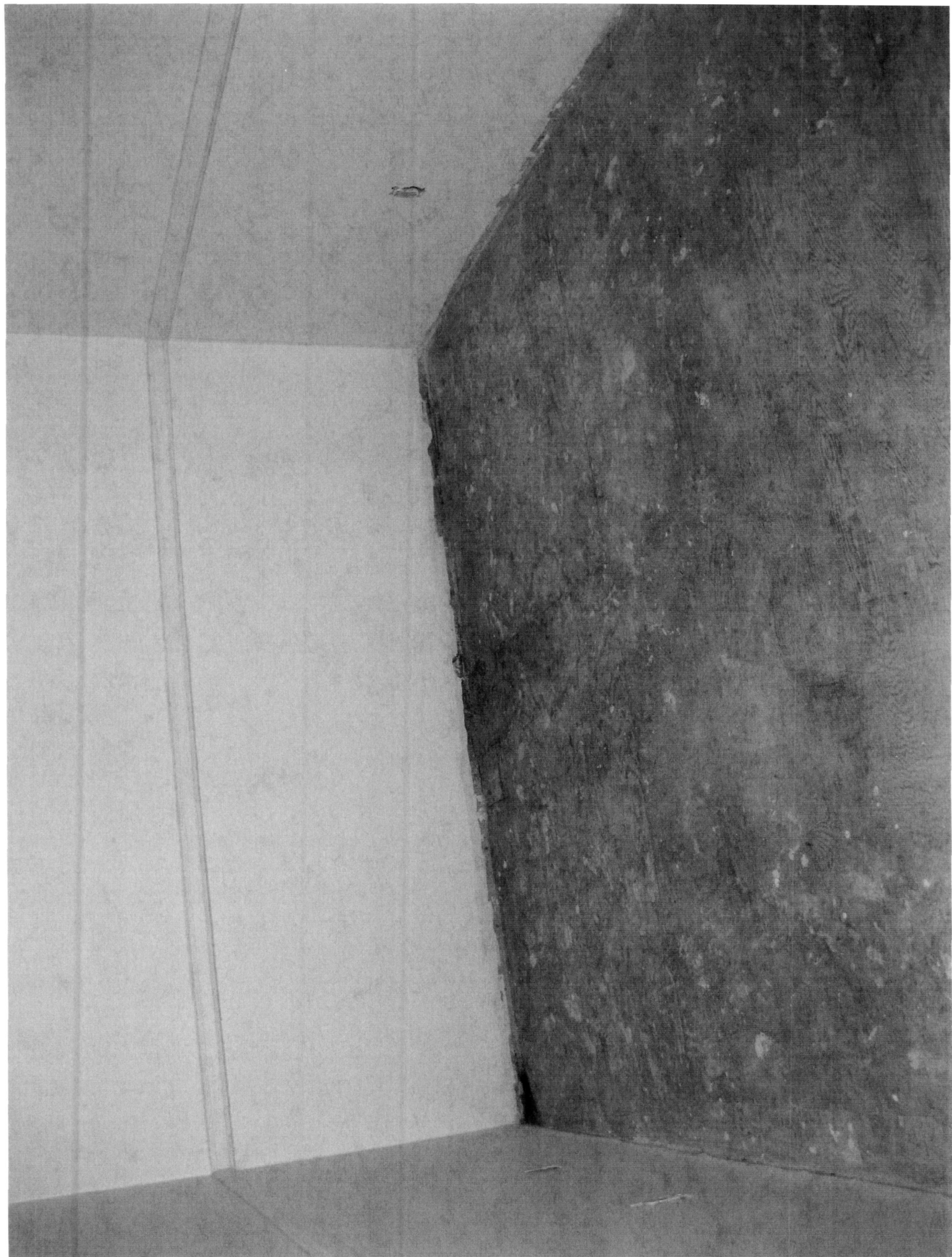


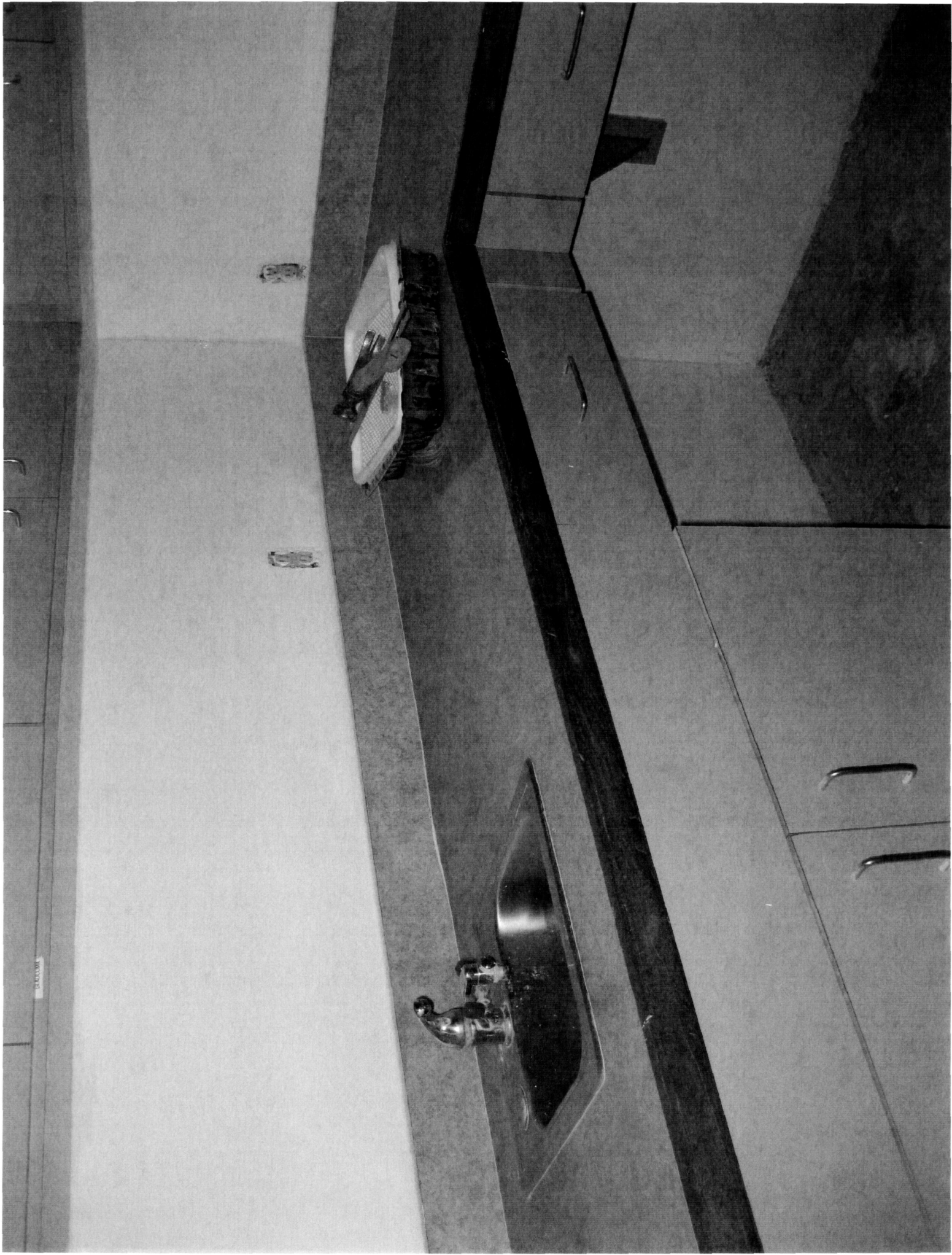










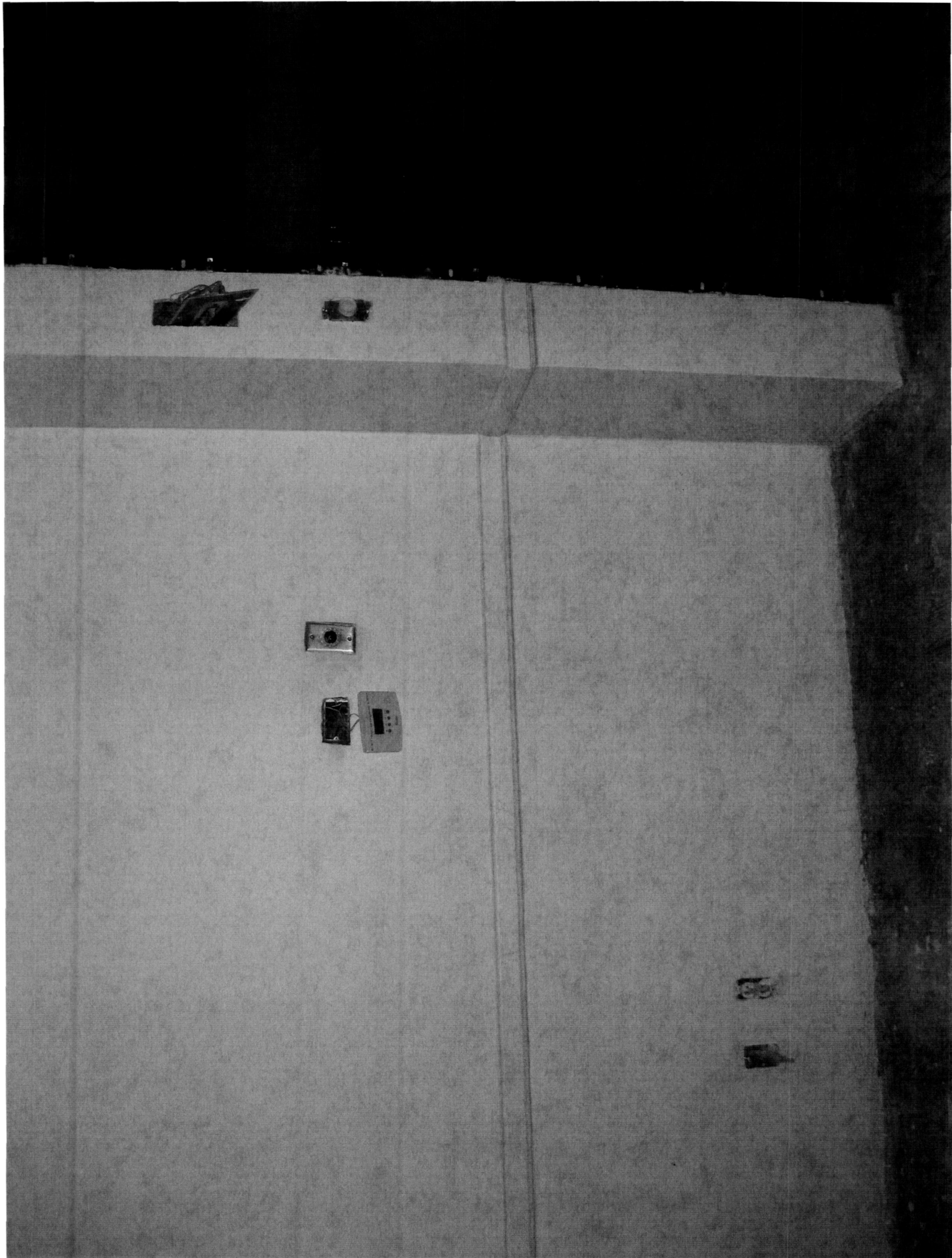










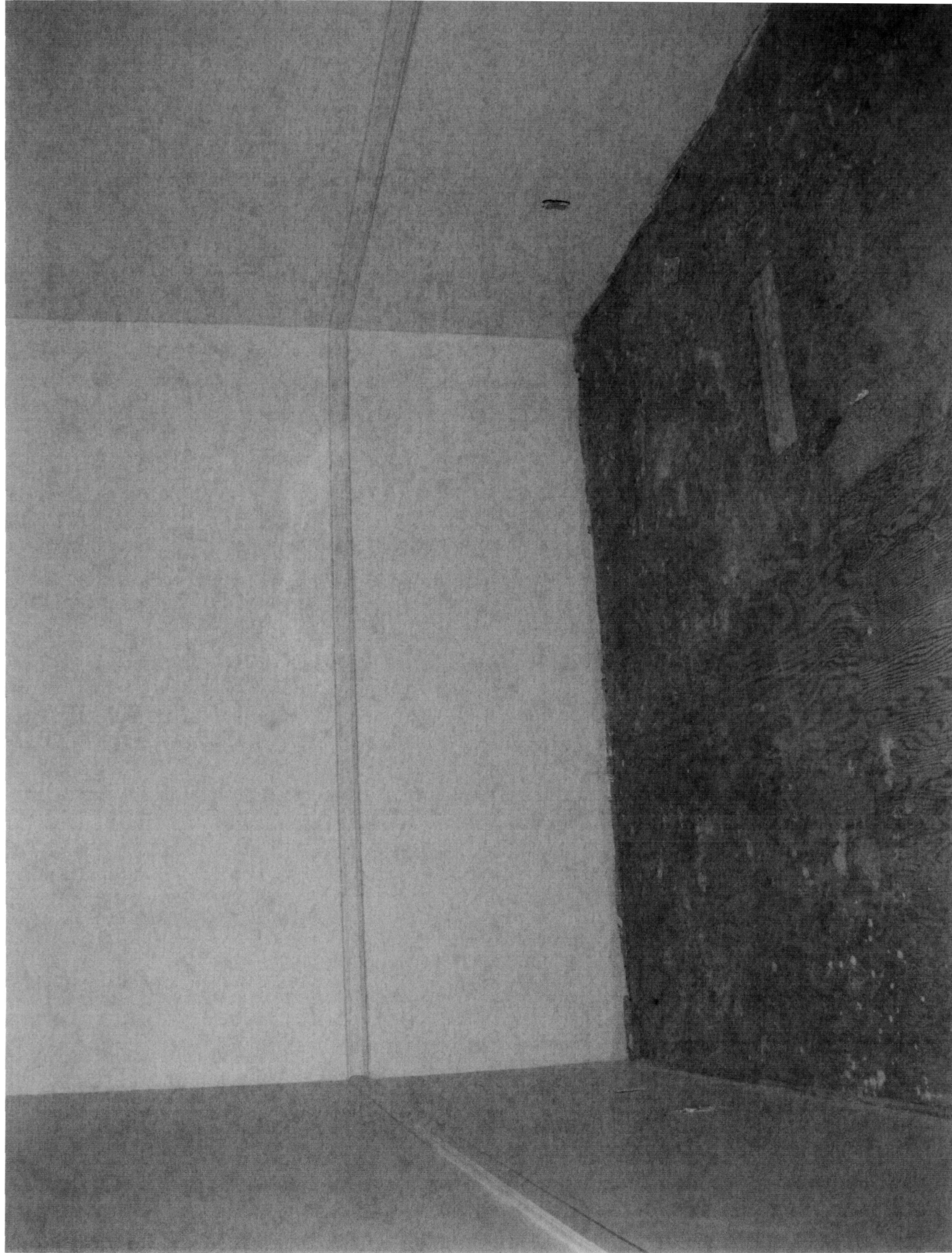














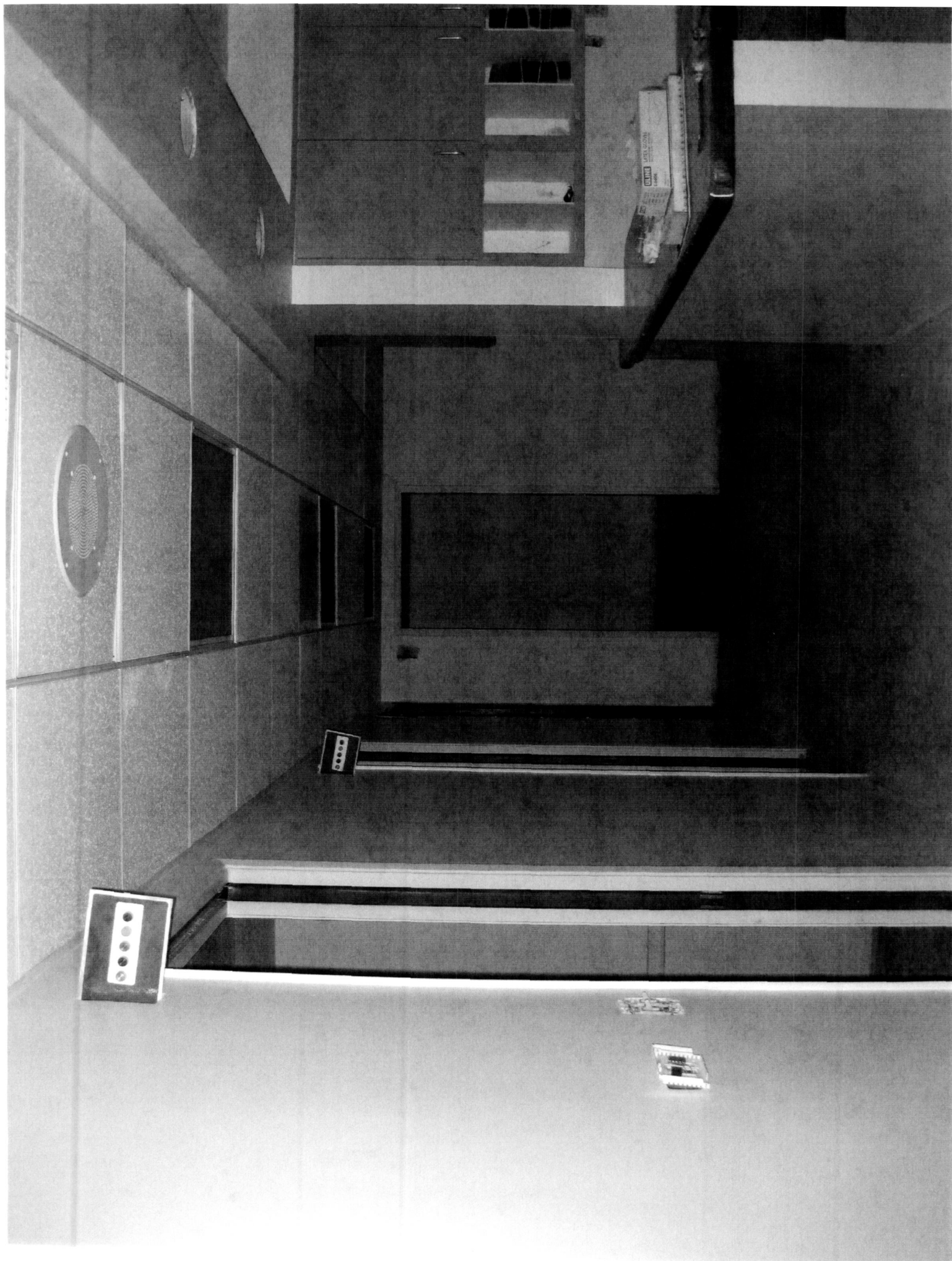












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