

Suite No: _____



**LIVE/WORK LEASE AGREEMENT (TERM)
GUEST GENERAL INFORMATION**

Guest Name:	TONY ROGER CREWS, MBI HEALTH SERVICES LLC		
Address:	7200 WISCONSIN AVE.SYE #702 BETHESDA, MD 20814		
Telephone:	202-607-4477		
Email Address:	TCREWS@MBIHS.COM		
Fax:	NA		
Emergency Contact:	JOHN KAMYA		
Emergency Phone:	202-215-5348		
Vehicle:	Make/Model: ON FILE Color: Year: License No:		
Driver's License Number:	ON FILE	State of Issuance:	
Credit Card Information:	Credit Card Holder's Name: Security Code:	Type: <input type="checkbox"/> Visa <input type="checkbox"/> MC <input type="checkbox"/> AX <input type="checkbox"/> Other(specify):	Number: Expiration Date:

INVOICING DETAILS (If Different)

Company Name:	MBI HEALTH SERVICES LLC	Authorized Contact Name:	JOHN KAMYA
		Title:	PRESIDENT
Address:	7200 WISCONSIN AVE.SYE #702	Telephone:	202-215-5348
City/State, Zip:	BETHESDA/MD, 20814	Fax:	NA
Email Address:	JKAMYA5356@AOL.COM	Tax ID/ SSN:	27-2470468

GUEST Initials _____

TENTEN Initials _____

Suite No: _____

RESERVATION DETAILS

TENTEN Location ("Property"):	<input checked="" type="checkbox"/> TENTEN Wilshire 1010 Wilshire Blvd., Los Angeles, CA 90017 <input type="checkbox"/> TENTEN Oceanside 550 Seagaze Dr., Oceanside, CA 92054	Lifestyle Solution Suite ("Premises"): Suite No: 504	Number of Guests in Suite: Adults 1 Children 0
Pets:	*Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> *(must sign pet release)	Type:	ES
Move in Date: 07/01/2022 Move out Date: 06/30/2023	Monthly Rent: \$6,331.00 * Monthly Rent does not include any additional services, including but not limited to long distance phone calls, room cleaning services or parking. FOR ADDITIONAL SERVICES AND COSTS, PLEASE REFER TO THE ATTACHED ADDITIONAL SERVICES LIST .	Lease Term ("Term"):	<input checked="" type="checkbox"/> 1 Year <input type="checkbox"/> 6 Months <input type="checkbox"/> 3 Months <input type="checkbox"/> Other
<u>Security Deposit:</u> <u>1st Months Rent:</u> <u>2nd Months Rent:</u> Total Due Upon Signing:	\$ 1000.00 (Transferred) \$ 4,944.00 \$ \$ 4,944.00		

COMMENTS: GUEST WILL RECEIVE SPECIAL MONTHLY RATE OF \$4,944.00 PER MONTH IN RENT FOR THE DURATION OF THIS LEASE TERM. GUEST TO RECEIVE NO MONTHLY COMPLIMENTARY PLATINUM HOUSEKEEPING FOR THE DURATION OF THIS LEASE AGREEMENT.

PREPARED BY (type name): AFSANEH FARASHI

GUEST

TENTEN WILSHIRE, LLC

I hereby Acknowledge, Agree and Accept the Terms of This Live/Work Lease Agreement, including the attached General Provisions.

Individual Name (printed): _____

Name (printed): _____

Date (mm/dd/yy): _____

Title (printed): _____

Signature: _____

Date (mm/dd/yy): _____

Individual Name (printed): _____

Signature: _____

Date (mm/dd/yy): _____

Signature: _____

Company Name (printed): _____

Title (printed): _____

Date (mm/dd/yy): _____

Suite No: _____

Signature: _____

non-refundable if GUEST cancels and/or terminates this Agreement prior to the Move In Date.

GENERAL PROVISIONS

THIS **LIVE/WORK LEASE AGREEMENT** (hereinafter "Agreement") is entered into between **TENTEN WILSHIRE, LLC** (hereinafter "TENTEN") and the tenant named on page 1 of this Agreement as Guest (hereinafter "GUEST"). The effective date of this Agreement shall be the date of execution ("Effective Date"). NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. TERM AND RENT: GUEST leases from TENTEN the Lifestyle Solution Suite as specified on page 2 of this Agreement ("Suite" and/or "Premises") on the terms and conditions contained within this Agreement. GUEST's occupancy shall commence on the Move In Date specified on page 2 of this Agreement ("Move In Date") and continue for the Term as specified on Page 2 of this Agreement. This Agreement shall continue as a month-to-month tenancy after the expiration of the initial Term unless terminated by either party by giving written notice to the other at least thirty (30) days prior to the Move out Date. The Monthly Rent, as specified on page 2 of this Agreement, shall be payable in advance on a monthly basis to TENTEN or TENTEN's authorized agent with the 1st payment due on the Move In Date. Rent is due on the 1st day of each month and will become past due by the 5th day of the month. Any past due rent will be assessed a 10% late fee charge for processing and bookkeeping costs. Any rent abatement, or discounted or free rent is conditioned upon GUEST's full performance of all terms and conditions of this Agreement. In the events of GUEST's breach of this Agreement, all such rent abatement, or discounted or free rent shall be immediately due and payable to TENTEN. The Monthly Rent, Additional Services and any and all other monetary obligations of GUEST to TENTEN (except for the Security Deposit) are deemed to be rent.

2. NO RIGHT TO HOLDOVER: Upon the expiration of the Term of this Agreement, should GUEST or GUEST's invitees, including but not limited to family, friends, associates, employees, consultants, and agents (hereinafter "GUEST's Invitees"), fail to vacate the Premises prior to the effective date of such termination, GUEST shall be considered a holdover tenant and GUEST shall be charged **\$200.00** for each day GUEST remains on the Premises in addition to the Monthly Rent due under this Agreement.

3. SECURITY DEPOSIT: The Security Deposit, as specified on page 2 of this Agreement, is payable on the Effective Date. The Security Deposit shall be held by TENTEN as security for the full and timely performance by GUEST of GUEST's obligations under this Agreement, including unpaid rent, cleaning, and/or repairing the Premises after surrender. Notwithstanding the above, GUEST hereby acknowledges and agrees that TENTEN shall charge for the general cleaning of the Premises upon termination of this Agreement. GUEST hereby authorizes TENTEN to deduct all cleaning costs to prepare the unit for next occupant from the Security Deposit. TENTEN shall not be obligated to pay interest on the Security Deposit, unless required by law. The balance of all deposits shall be refunded in the form of a check no later than twenty-one (21) calendar days from the date possession is delivered to TENTEN or TENTEN's agent, together with a statement showing any charges made against the deposits by TENTEN. Notwithstanding the above, the Security Deposit shall become

4. ENTRY KEY/CARD: Each Suite shall be issued one (1) entry key/card ("Key") per each GUEST named in the Lease upon execution of this Agreement. If the GUEST requires an additional Key, there shall be a \$25.00 non-refundable charge for each additional Key created. If there is a request for cancellation of the Key, the GUEST shall be charged a non-refundable \$100.00 fee for the reprogramming of the lock.

5. CREDIT CARD CHARGE: As a condition of the Agreement, GUEST hereby authorizes TENTEN to use GUEST's credit card for the payment of the Monthly Rent and Additional Services, as defined below. GUEST further authorizes TENTEN to automatically charge their credit card on file if payment of the Monthly Rent is not received by TENTEN by the 5th day of the month. Additionally, TENTEN hereby reserves the right to charge the GUEST's credit card for any and all losses or damages sustained to its premises caused by GUEST or GUEST's Invitees.

6. LIFESTYLE SOLUTION ACCOMMODATIONS: As part of the Suite package, TENTEN agrees to provide a suite fully furnished with water, gas, light, premium cable packages, local telephone service, and internet (hereinafter "Services"). Failure to supply such Services shall not result in any liability whatsoever to TENTEN. Electrical usage of the Suite up to \$75.00 per month is included in the Services, with the exception of Penthouse Suites on the fifteenth and sixteenth floors which will be allotted up to \$150.00 per month in electrical usage. GUEST shall be responsible for any excess electrical costs over \$75.00 per month for a Suite or alternatively \$150.00 per month for Penthouse Suites on the fifteenth and sixteenth floors. Notwithstanding the above, Monthly Rent for the Suite does not include additional services, including but not limited to long distance phone calls, room cleaning services or parking. **FOR ADDITIONAL SERVICES AND COSTS, PLEASE REFER TO THE ATTACHED ADDITIONAL SERVICES LIST ("Additional Services").**

7. AGREED USE: The Suite shall be used as a Live/Work space as specified in this Agreement by no more than the Number of GUESTs specified on page 2 of this Agreement during the entire duration of the GUEST's use or occupancy, and for no other purpose, without TENTEN's prior written consent. GUEST shall obtain any and all necessary business permits and/or licenses from the City where the Premises is located prior to Move In Date. GUEST agrees not to keep or maintain any pets on the premises without the prior written consent of TENTEN, which consent may be withheld by TENTEN in its sole discretion. GUEST shall not make any structural or surface alterations to the interior of the Suite, including but not limited to painting, drilling, and/or nailing into the walls, without the prior written consent of TENTEN. GUEST is liable and fully responsible for any and all damages incurred by TENTEN, except reasonable wear and tear, whether caused by GUEST or GUEST's Invitees throughout the entire duration of their use or occupancy. This includes, but is not limited to, intentional and/or unintentional removal of TENTEN's property, willful and/or accidental damage to the Suite and/or Property, including but not limited to any and all fixtures, appliances and furniture, and/or any alterations to the interior of the Suite. GUEST's credit card may be charged at full cost of repair and/or current replacement costs, including labor and material, removal and disposal, plus any applicable taxes and surcharges. In addition to the repair and/or replacement costs, GUEST shall also lose their Security Deposit and be charged a non-refundable fee of \$10,000 for TENTEN's

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time and effort in restoring the Premises back to its original condition.

8. RULES & REGULATIONS: GUEST agrees to comply with all rules and regulations of TENTEN which are at any time posted on the Property or delivered to GUEST ("Rules & Regulations"). GUEST acknowledges that they have received the most recent version of the Rules & Regulations, and that version, and all future versions, are incorporated herein as part of this Agreement. TENTEN shall not be responsible to GUEST for the non-compliance with the Rules & Regulations by other tenants.

9. ENTRY: TENTEN, through its agents, servants, and/or employees, has full right of access to the Suite to enforce the terms of this Agreement, to make repairs and alterations, and to show the Suite for business purposes. Except to provide any agreed services, at any time, including but not limited to, the Services or Additional Services, such entry shall be made during normal business hours and upon at least twenty-four (24) hours' prior notice. Additionally, in the case of an emergency or GUEST's abandonment or surrender of the Suite, TENTEN or TENTEN's agent may enter the Premises at any time, without obtaining GUEST's prior consent.

10. RELEASE OF LIABILITY AND ASSUMPTION OF RISK AS CONDITION FOR USE OF RECREATIONAL FACILITIES: GUEST acknowledges that using the gym, pool, jacuzzi, or any and all other recreational facilities within TENTEN ("Recreational Facilities") involves certain inherent risks, including (without limitation) the risk of death, serious personal injury and damage and /or loss to personal property. GUEST IS HEREBY NOTIFIED THAT TENTEN DOES NOT PROVIDE A LIFEGUARD OR ANY OTHER SUPERVISION WITHIN THE RECREATIONAL FACILITIES. GUEST agrees to assume any and all such risks, as well as any other risks involved in using the Recreational Facilities. GUEST also agrees to indemnify, hold harmless and defend TENTEN from and against any loss, damage, liability, and expense, including attorneys' fees and costs, incurred by TENTEN while at or using the Recreational Facilities or any other recreational activity sponsored by or involving TENTEN. GUEST further agrees to release and discharge TENTEN and all of its directors, officers, managers, members, employees, agents, representatives, contractors, partners, assignees and successors in interest from and against any and all damages, actions, claims and liabilities, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, relating to or arising from any recreational activity, occurrence or event to the fullest extent permitted by law. This Release is intended to release and discharge TENTEN from all damages, actions, claims and liabilities of any nature, specifically including, but not limited to, damages, actions, claims and liabilities arising from, or related to, product liability in connection with equipment furnished at the gym, the negligence of, and/or strict liability against TENTEN. In addition, GUEST acknowledges that TENTEN makes no warranty with respect to the equipment or other products furnished at the gym, whether expressed or implied, including, but not limited to an implied warranty of merchantability or fitness for a particular purpose.

11. RELEASE OF LIABILITY AND ASSUMPTION OF RISK AS CONDITION FOR USE OF VALET PARKING AND DROP OFF CAR SERVICES: GUEST acknowledges that using TENTEN's valet or complimentary drop off car services (collectively "Vehicle Services") involves certain inherent risks, including (without limitation) the risk of serious personal injury, damage and/or loss to GUEST's vehicle, and/or damage and/or loss to GUEST's personal property within the vehicle. GUEST agrees to assume any and all such risks, as well as any other risks involved in using the Vehicle Services.

GUEST also agrees to indemnify, hold harmless and defend TENTEN from and against any loss, damage, liability, and expense, including attorneys' fees and costs, incurred by TENTEN as a result of GUEST's use of the Vehicle Services. GUEST further agrees to release and discharge TENTEN and all of its directors, officers, managers, members, employees, agents, representatives, contractors, partners, assignees and successors in interest from and against any and all damages, actions, claims and liabilities, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, relating to or arising from GUEST's use of the Vehicle Services, to the fullest extent permitted by law. This Release is intended to release and discharge TENTEN from any and all damages, actions, claims and liabilities of any nature, specifically including, but not limited to, damages, actions, claims and liabilities arising from, or related to, GUEST's use of the Vehicle Services.

12. INSURANCE AND WAIVER/RELEASE: GUEST's personal property and vehicles are not insured by TENTEN against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts, or any other cause. GUEST specifically acknowledges and affirms that only GUEST, and not TENTEN, is responsible for all of GUEST's personal property, business documents, equipment, office supplies, and any other items kept within the Property and/or Suite, and GUEST specifically waives all claims relating to its personal and business property, and specifically releases TENTEN from all such liability. GUEST agrees to carry GUEST's own insurance policy (Personal Property Insurance) to protect GUEST from any risk of loss. Further, due to TENTEN's nature as a live/work property, all GUESTs are required to obtain, and maintain in effect through the Term of the Agreement, commercial general liability insurance ("CGL") policy, providing continuous coverage, in the amount of at least \$1,000,000 per occurrence, and \$2,000,000.00 in the aggregate, which names TENTEN as additional insured. GUEST agrees to provide endorsed certificates of insurance, in which TENTEN is named as additional insured, prior to taking possession under this Agreement, regardless of the Move In Date, and upon renewal of that insurance. The limits of insurance carried by GUEST shall not, however, limit the liability of GUEST, nor relieve GUEST of any obligation hereunder. If at any time, GUEST is unable to produce evidence of its required insurance hereunder, TENTEN may provide GUEST with a notice of default, and allow the GUEST five (5) days to cure said default, or otherwise be in breach of this Agreement.

13. DAMAGE OR DESTRUCTION:

(a) Partial Damage: If partial damage occurs to the Premises, unless caused by a negligent or willful act of GUEST or GUEST's Invitees (in which event GUEST shall make the repairs at GUEST's own expense), TENTEN may either: (i) repair such damage as soon as reasonably possible at TENTEN's own expense, in which event this Agreement shall continue in full force and effect, or (ii) terminate this Agreement by giving written notice to GUEST within 30 days after receipt by TENTEN of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event TENTEN elects to terminate this Agreement, GUEST shall have the right within 10 days after receipt of the termination notice to give written notice to TENTEN of GUEST's commitment to pay for the repair of such damage without reimbursement from TENTEN. GUEST shall provide TENTEN with said funds within 30 days after making such commitment. In such event, this Agreement shall continue in full force and effect, and TENTEN shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If GUEST does not make the required commitment, this Agreement shall terminate as of the date as specified in the termination notice.

(b) Total Destruction: If total destruction to the Premises occurs, this Agreement shall terminate following such destruction. If the damage of destruction was caused by the negligence or willful misconduct of

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GUEST or GUEST's Invitees, TENTEN shall have the right to recover TENTEN's damages from GUEST.

14. SUBORDINATION: This Agreement shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises and/or building, at any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. GUEST agrees that the holders of any such Security Device (in this Agreement together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of TENTEN under this Agreement. Any Lender may elect to have this Agreement hereby superior to the lien of its Security Device by giving written notice thereof to GUEST, whereupon this Agreement shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

15. ASSIGNMENT AND SUBLETTING: GUEST shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of GUEST's interest in this Agreement without TENTEN's prior written consent, which TENTEN may withhold in its sole discretion. Any assignment or subletting without TENTEN's consent shall, at TENTEN's option, be a noncurable breach of this Agreement without necessity of any notice and grace period. If TENTEN elects to treat such unapproved assignment or subletting as a noncurable breach, TENTEN may either: (i) terminate this Agreement, or (ii) increase the Monthly Rent to 110% of the Monthly Rent then in effect. In the event of a sublease of all or any portion of the Premises, GUEST shall, in consideration thereof, pay to TENTEN as additional rent, one-hundred percent (100%) of any rents, additional charges, or other consideration under the sublease by sublessee to GUEST that are in excess of the rents, additional charges, or additional consideration payable under the Agreement to TENTEN per square foot of leased space.

16. DEFAULT AND REMEDIES: In the event of GUEST's failure to timely pay Monthly Rent or breach any provisions of this Agreement, TENTEN may, with or without further notice or demand, and without limiting TENTEN in the exercise of any right or remedy which TENTEN may have by reason of such breach, terminate this Agreement and/or GUEST's right to possession of the Premises by any lawful means, and/or restrict or terminate GUEST's use of Additional Services and amenities. In such event, TENTEN shall be entitled to recover from GUEST: (i) the unpaid Monthly Rent which had been earned at the time of termination; (ii) the worth at the time of award of amount by which the unpaid Monthly Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the GUEST proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Monthly Rent for the balance of the term after the time of award exceeds the amount of such rental loss that the GUEST proves could be reasonably avoided; and (iv) any other amount necessary to compensate TENTEN for all the detriment proximately caused by the GUEST's failure to perform its obligations under this Agreement, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, leasing commissions, reimbursement to TENTEN for any rent abatement, or discounted or free rent, and reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. Efforts by TENTEN to mitigate damages caused by GUEST's breach of this Agreement shall not waive TENTEN's right to recover damages.

17. USE OF PREMISES: GUEST or GUEST's Invitees shall not disturb, annoy, harass, endanger, or interfere with the peace and quiet

enjoyment of any other tenant, occupant, or invitees at the Property. GUEST or GUEST's Invitees shall not commit waste upon the Premises or Property, or maintain, commit, or permit the maintenance or commission of nuisance upon the Premises or Property, or use the Premises or Property for an unlawful purpose. GUEST also agrees not to allow anyone not named in this Agreement to stay overnight in the Premises, use the Premises as their residence, or use any of TENTEN's facilities without the prior written consent of TENTEN. Any violation of this section shall be deemed a material and incurable breach of this Agreement and shall entitle TENTEN to serve GUEST with a three-day notice to quit, terminating the tenancy and resulting in a forfeiture of this Agreement.

18. CONSTRUCTION: Headings at the beginning of each section are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include plural, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.

19. INDEMNITY AND LIMITATION OF LIABILITY: GUEST shall fully indemnify, protect, defend and hold harmless TENTEN and its directors, agents, managers, invitees, members, partners, contractors, lenders, employees, representatives, and assignees ("Indemnitees"), from and against any and all claims, loss of rents, costs, damages, liens, judgments, penalties, reasonable attorneys' and/or consultants' fees, actual out of pocket expenses and/or liabilities, however caused, directly or indirectly, arising out of, involving, or in connection with, the use or occupancy of the Suite, Recreational Facilities, and/or Property by GUEST or GUEST's Invitees, including any alleged act, failure to act or negligence of Indemnitees, excluding claims arising from the sole gross negligence and willful misconduct of TENTEN or its employees. Further, TENTEN shall not be liable for any injury or damage to GUEST or any GUEST's Invitees, or any damages to the property or any loss of personal property of GUEST or GUEST's Invitees, occurring within the Suite or any portion of the Property. In addition, TENTEN is not liable for any loss or damage to GUEST's vehicles, and/or the vehicles of GUEST's Invitees, due to fire, theft, vandalism, rain, water, criminal or negligent acts, or any other cause while parked at the Property. Each party waives the right of subrogation against the other party. TENTEN'S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL RENT AND FEES PAID BY GUEST TO TENTEN PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL TENTEN BE LIABLE TO GUEST OR GUEST'S INVITEES FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AND/OR PUNITIVE DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LAW. This Section 19 shall survive the expiration or earlier termination of this Agreement.

20.

GENERAL PROVISIONS: Time is of essence. This is the Parties' entire Agreement and may be amended only by separate writing executed by both Parties. The validity, meaning, and effect of this Agreement shall be determined in accordance with California law. If any of the provisions of this Agreement are determined to be invalid, illegal, or unenforceable, such provisions shall be modified to the minimum extent necessary to make such provisions enforceable, and the validity, legality, and enforceability of the remaining provisions of this Agreement shall continue in full force and effect to the extent the economic benefits conferred upon the parties by this Agreement remain substantially unimpaired. If GUEST is more than one person, each person shall be jointly and severally liable for the performance of GUEST's obligations

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under this Agreement. This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of TENTEN and GUEST. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. TENTEN has relied on the information provided by GUEST in the rental application ("Application"). Accordingly, and as an inducement for entering into this Agreement, GUEST hereby warrants that all information contained in the Application is true and complete. Should any information on the Application be determined to be false or not

completely accurate, GUEST shall be deemed to be in breach of this Agreement and TENTEN, at its sole discretion, may terminate this Agreement during the Term. This Agreement contains the entire agreement between the Parties regarding the lease of the Premises and Property and it expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties regarding those matters. By signing below, GUEST hereby represents and warrants that it has full legal power and authority to enter into this Agreement.

UNDERSTOOD, ACCEPTED AND AGREED as of the effective date first appearing above:

GUEST

Individual Name (printed): _____

Date (mm/dd/yy): _____

Signature: _____

Individual Name (printed): _____

Date (mm/dd/yy): _____

Signature: _____

Company Name (printed): _____

Title (printed): _____

Date (mm/dd/yy): _____

Signature: _____

TENTEN WILSHIRE, LLC

Name (printed): _____

Title (printed): _____

Date (mm/dd/yy): _____

Signature: _____