

139 Center LLC. - LEASE AGREEMENT

PARTIES

This Lease is made and entered into by Aaron Podell, as “Landlord”, and “Sample Lease”, as “Tenant”.

WITNESSETH

Landlord does hereby lease unto Tenant the following described property situated in the County of Kern, State of California:

Commercial store space, located at 139 N. Balsam St. Suite XXXX, Ridgecrest, California. Which is part of the real property.

And hereinafter referred to as the “Premises”.

Said letting and hiring is dependent upon and subject to the terms, covenants and conditions herein set forth, and Tenant covenants as a material part of the consideration for the is Lease to keep and perform each and all of said terms, covenants and conditions.

1. TERM

FOR AND IN CONSIDERATION of the rent hereinafter reserved and the covenants and conditions hereof, Landlord does hereby lease to Tenant, and Tenant accepts from the Landlord, for a term of twelve (12) months, commencing on, ___/___/___, and ending on ___/___/___ . Premises being demised under this lease is known as, 139 N. Balsam St. Suite XXXX Ridgecrest, California.

2. RENT

- A. Tenant agrees to pay to Landlord as rental the following specified amounts (plus any city or state tax levied on the rental or the receipt thereof, except Landlord’s income tax) on or before the first day of the beginning of the term, and on or before the first day of each succeeding month. Said rental shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America at: 139 N. Balsam St. Suite XXXX, Ridgecrest, CA 93555.
- B. The Base rent for the first twelve (12) months of the Lease shall be (\$XXX) per month. The base rent is based on a total Leased space of approximately XXXX square feet.
- C. Rent, or any other money payment required to be paid under this lease, not actually received by Tenant prior to 5:00 p.m. on the 5th day after the due date, shall be delinquent, and Tenant shall be assessed One Hundred Dollars (\$100.00) in late charges as additional rent for each delinquent payment. If rent, or any other money payment required to be paid under the Lease, shall be delinquent payment. If rent, or any other money payment required to be paid under the Lease, shall be delinquent for

more than thirty (30) days, in addition to late charge, the delinquent amount shall incur interest at the rate of two percent (2%) per month from the date the amount was due until the date the amount paid. Tenant agrees to pay \$25 for any tenant's check returned by Bank.

3. ADVANCE RENT

In addition to the security deposit as set forth in Paragraph 5 below, Tenant, upon the execution of this Lease, shall pay to Landlord the sum of (\$XXX.00) which sum represents the payment in advance of the Base Rent for the first month.

4. SECURITY DEPOSIT

Tenant shall pay Landlord the sum of (\$XXX.00) as a refundable security deposit. The security deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of the security deposit for the payment of any rent or any other sum in default, or for an the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default or failure to compensate Landlord, or for any other loss or damage which Landlord may suffer by reason of Tenants' default. If any portion of said deposit is so used or applied, Tenant shall, upon demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep this security deposit, or any balance thereof, shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) at the expiration of this Lease term or option period.

5. POSSESSION

After execution of this Lease by Tenant and Landlord and after Tenant has delivered to Landlord for Advance Rent and Security Deposit as set forth in Paragraphs 4 and 5 of this lease, respectively, Tenant may take possession of the Premises immediately

By entering into possession of the Premises, Tenant accepts the Premises as being in good, habitable, and tenantable condition, and waives all rights to have such Premises, or any part thereof, repaired, replaced altered, remodeled, or modified at Landlord's expense. Any occupancy by Tenant prior to beginning of the term shall in all respects be the same as that of a Tenant under this lease. Landlord shall have no responsibility or liability for loss or damage to fixture, facilities or equipment installed or left on the Premises. By occupying the lease premises as a tenant, or install fixtures, facilities or equipment or to perform finishing work, Tenant shall be deemed to have accepted the same and to have acknowledged that the premises are in condition required by this Lease.

6. BUSINESS USE

The premises are to be used exclusively for the purpose of Professional Office business and for no other purpose without written consent of Landlord. Tenant shall do business in the Premises under the trade name of "Sample Business". Tenant shall, at its own cost and expense; obtain any and all licenses and permits necessary for use of the Premises. Tenant, at its sole cost and expense, shall obey all governmental laws, ordinances, and regulations applicable to the use of the Premises. Tenant shall not use the sidewalks adjacent to the Lease Premises for business purposes, nor permit the use of any part of the Leased Premises for sleeping apartments or lodging. No auction, fire or bankruptcy sales shall be conducted in the Leased premises without the advance written consent of Landlord.

7. USES PROHIBITED

Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the building or any of its contents or cause a cancellation of any insurance policy covering said building or any part thereof or any of its contents. Tenant shall not maintain or permit any nuisance in, on or about the Premises.

8. INSURANCE

- A. Tenant agrees to and shall, at its own cost and expense, procure and maintain during the entire term and any extensions thereof, comprehensive public liability and property damage insurance covering the Premises and the surrounding areas and naming Landlord as an additional insured. Such insurance shall provide personal injury and broad form property damage coverage for not less than One million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.
- B. At all times during the term of this Lease and any extension thereof, Tenant shall maintain in full force and effect, insuring all of the interior improvements, furniture, fixtures, and equipment on the Premises, a policy or policies of fire insurance with standard extended coverage endorsements in the amount of at least ninety percent (90%) of the insurable value and naming Landlord as additional insured. All insurance proceeds attributable to landlord's property shall be deposited in escrow for the purpose of payment for restoration of the Premises.
- C. On or before the first day of the term of this Lease, Tenant shall provide Landlord with a certificate of insurance required by this paragraph, evidencing Tenant's compliance. The above-required policy of insurance shall also provide that such insurance will not be canceled or modified until after ten (10) days written notice to Landlord. The original of the policy shall remain in possession of Tenant; provided, however, that the Landlord shall have the right to receive from Tenant upon written demand, a duplicate policy or policies of any and all policies. All insurance policies procured shall be issued by a responsible company with a Best's rating for A or better and authorized to do business in the State of California. In no event shall the limit of said policies be considered as limiting the liability of Tenant to Landlord under any provisions of the Lease.
- D. Landlord shall maintain a policy of fire and extended coverage insurance on the Leased Premises in an amount equal or greater than ninety percent (90%) of the Value thereof.

10. TAXES AND ASSESSMENTS

Tenant agrees to pay or cause to be paid, before delinquency, and all personal, or any other taxes and assessments levied or assessed upon the Premises during the term hereof or levied or assessed upon any equipment, fixtures and other personal property located on the Premises.

11. COMPLIANCE WITH LAW

Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance, or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at Tenant's sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Tenant in any action Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, statute, ordinance, or governmental rule, regulation, or requirement, shall be conclusive of that fact as between Landlord and Tenant.

12. ALTERATIONS AND IMPROVEMENTS

Tenant shall not make or suffer to be made any alteration, additions, or improvements to, the Premises or any part thereof without the written consent of Landlord first had and obtained. Any alteration, additions, or improvements to the Premises shall at once become a part the realty and belong to Landlord except that movable furniture and movable trade fixtures, which are not in any way attached or connected to the building on the Premises, shall not become a part of the realty and further accept that all restaurant equipment installed on the premises by Tenant shall remain the property made by Tenant at Tenant's sole cost and expense and any contractor person selected by Tenant to make the same must first be approved in writing by Landlord. At the time of giving the consent required Tenant to make the same must first be approved in writing by Landlord. At the time of giving the consent required hereby, Landlord shall state (1) whether the alteration, addition or improvement consented to must be removed by Tenant upon expiration or earlier termination of this Lease, and (2) whether any personal property to be affixed to the Premises in connection with such alteration, addition or improvement shall become the property of Landlord upon expiration or termination of this Lease. If landlord shall fail to state that removal shall not be required. If landlord shall fail to state that affixed personal property shall become the property of landlord, such personal property shall not become the property of Landlord. Any alterations made by Tenant at Tenant's sole cost and with all due diligence, remove the alteration, addition, or improvement made by Tenant, designated by Landlord to be removed, and Tenant shall, with due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

13. FIXTURES

Any fixtures installed by Tenant which are not in any way affixed to or connected to the Premises shall remain the property of Tenant and may be removed by Tenant at the expiration of the term hereof or option period, provided that Tenant is not then in default hereunder and that Tenant shall properly repair, at Tenant's own expense, any damages occasioned by such removal. Except as provided in Paragraph 7, all other fixtures, equipment, and other property (including, without limitation, air conditioning units, heating equipment, plumbing fixtures, electrical fixtures, hot water heaters, carpeting, or other floor covering affixed to the floor, or any equipment or improvements connected, in any way, to the Premises) shall, at the expiration or earlier termination of this Tenant for any reason, be the property of Landlord and remain upon and be surrendered with the Premises, without disturbance, molestation, or injury.

14. REPAIR AND MAINTENANCE

A. Landlord's Maintenance

Landlord shall maintain the following:

1. The structural parts of the building and other improvements in which the premises are located, which structural include only the foundations, bearing and exterior walls (excluding glass and doors), common area, and roof (excluding skylights).
2. The unexposed electrical, plumbing, and sewage systems, including, without limitation, those portions of the systems lying outside the premises.
3. Window frames, gutters, and downspouts on the building and other improvements in which the Premises are located; and

B. Tenant's Maintenance

1. Except as provided in paragraphs 14, Tenant at its cost shall maintain, in good condition, all portions of the Premises, including, without limitation, all Tenant's personal property, signs storefronts, plate glass, windows and doors. If tenant fails to do so, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.
2. Tenant shall be liable for any damage to the building in which the premises are located resulting from the acts or omissions of Tenant or its authorized representatives.

15. COMMON AREA RESPONSIBILITIES AND COMMON EXPENSES

No part of any common area (i.e., sidewalks, driveways, parking area, or any other structure or fixture adjoining the Premises) is leased hereunder. Tenant shall have the nonexclusive privilege to use and enjoy the adjacent ground area surrounding the Premises, which is designed as parking space for the use of Tenant and all persons doing business with Tenant and all persons doing business with Landlord's other tenants, on a nonexclusive basis. If the amount of such parking area is diminished, Landlord shall not be subject to any liability, nor shall Tenant be entitled to any compensation or reduction or abatement of rent, nor shall such reduction of such area is deemed constructive or actual eviction.

16. SIGNS AND DISPLAYS

Landlord reserves the right to use the exterior walls and roof of the Leased Premises consistent with the best interests of tenants. Tenant shall have the right to erect one sign on the front of the leased premises, provided the size, nature, color, design, style, illumination and exact location shall have been first approved in writing by Landlord. The cost of installing, maintaining, changing, and removing all signs shall be borne by Tenant and Tenant's right in respect to signs shall not be transferable. Tenant shall not inscribe, paint or fix any signs, lights advertisements, notices, placards, marquees or awnings on the exterior of the leased premises, or on the windows on doors or roof of the leased premises shall not be used except as provided as a part of the center's overall promotion and as approved by Landlord. Landlord agrees to light display windows and exterior signs during the hours agreed upon with Landlord. Tenant agrees and consents to Landlord constructing the leased premises so that adjoining premises of the other Tenants will share common or party walls with other Tenants. It is hereby acknowledged that the existing sign on the premises is the property of the landlord and shall remain on the Premises

when the Tenant vacates. All signs shall be in compliance with all existing city, county and state codes and shall be approved by the Landlord.

17. ABANDONMENT

Tenant shall not vacate or abandon the Premises at any time during the term of this Lease, and if Tenant shall abandon, vacate or surrender said Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Premises more than ten (10) days after the surrender, vacation, or dispossession shall be deemed to be abandoned.

18. LIENS

- A. Tenant shall keep the premises and the property in which the Premises are situated free from any liens arising out of any work performed or materials furnished on the Premises or due to obligations incurred by Tenant. Tenant shall indemnify and save Landlord harmless from all such liens or claims of liens and all attorneys' fees and other costs and expenses incurred by reason thereof. If Tenant shall desire to contest any claim of lien, it shall furnish Landlord adequate security in the amount of the claim, plus estimated cost and interest, or a bond of a responsible corporate surety in such amount conditional on the discharge of the lien. If a final judging establishing validity or existence of a lien for any amount is entered; Tenant shall pay and satisfy the same at once.
- B. If Tenant should be in default in paying any charge for which a mechanics' or materialman's lien has been filed, and has not given Landlord security to protect Landlord and the real property on which the Premises is located against such claim if lien, Landlord may (but shall not be so required to) pay the claim in order to release the lien and the amount so said, together with reasonable attorneys' fee and costs incurred in connection therewith, shall be immediately due and owing from Tenant to Landlord and Tenant shall pay the same to Landlord's payments. Should any claim of lien be filed against the real property described in Paragraph 5 or any action affecting the title to such property is commenced, Landlord shall have the right to go upon and inspect the Premises at all reasonable times and shall have the right to post such notices which Landlord's interest in the Premises.

19. SUBORDINATION

Landlord, at all times during the Lease term, shall have the right to subject and subordinate this Lease to the lien of any mortgage or mortgage or instruments of similar effect heretofore or hereafter placed upon Landlord's interest in the Premises. Tenant shall execute and deliver upon demand of Landlord, its successors and assigns, such other instruments subordinating this Lease to the lien of such mortgages as may be reasonably required.

20. ASSIGNMENT AND SUBLETTING

Tenant shall not assign, transfer, mortgage, pledge, hypothecate, or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or cause any other person (the agents and servants of Tenant excepted) to occupy or use the Premises, or any portion thereof, without the written consent of Landlord first had and obtained, and a consent to one assignment, subletting, occupation, or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting without such consent shall be void. This Lease shall not, nor shall any interest therein, be assignable as to the interest of Tenant by operation of law, without the written consent of landlord. Any consent by Landlord to any assignment, subletting, or any other transfer of

Tenant's interest, shall not operate to release Tenant from any of Tenant's obligations under this Lease, and Tenant shall continue to remain liable under this Lease. In the event that Landlord shall consent to a sublease or assignment of Tenant's interest in this Lease, Tenant shall pay Landlord's attorneys' fees incurred in connection with giving such consent, not to exceed \$1,000.00 for each consent.

21. INDEMNIFICATION OF LANDLORD

Tenant shall indemnify and hold Landlord harmless from and defend Landlord against any and all claims or liability arising from Tenant's use of the Premises, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises, the common areas, or else where and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of the Lease or arising from any negligence or intentional misconduct of the Tenant of any of Tenant's agents or employees, and the defense of any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon written notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon, or about the Premises arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord.

22. Waiver OF SUBROGATION

So long as their respective insures so permit. Tenant and Landlord hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, and other property insurance policies existing for the benefit of the respective party. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

23. UTILITIES

Landlord shall be liable for and agrees to pay before delinquency all charges for water, gas. Electric current, sewage, garbage collection, and complimentary High-Speed Internet supplied to the premises during the term of lease.

Landlord shall not be liable in damages by roof water leaks or otherwise if the furnishing by Landlord or by any other supplier or any utility service or other service to the leased premises shall be interrupted or impaired by fire, accident, riot, strike, act of God, the making necessary repairs, or improvements, or by any causes beyond Landlord's control.

24. DAMAGES TO PROPERTY AND PERSONS

Landlord shall not be liable for any injuries incurred by persons on the premises or for any damage done or to any of the fixtures, merchandise, property or equipment contained on the premises, whether owned by Tenant, or by any other person, whether such injuries or damage is due to the overflowing or breaking of steam, sewer, water pipes, tanks, drains, boilers, basins, toilets, lavatories, gutters or other plumbing or from smoke, fire, odors, explosion, gas, electricity, lighting and wiring, or from any other cause whatsoever, and whether having its origin in the Premises or any portion of the improvements on the Premises.

25. HOLDING OVER

If Tenant hold possession of the Premises after the term of this Lease, Tenant shall become a Tenant from (month-to-month) upon all terms and conditions herein specified. The monthly rate will subsequently be raised 3% after the lease term has ended and will increase an additional 3% each following year.

26. ENTRY BY LANDLORD

Landlord reserves, and shall at any and all reasonable times have the right, to enter the Premises, to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, and to alter, improve, or repair the Premises, any portion of the exterior of the building of which the Premises are part without abatement or rent, and may do so in such manner as reasonable and must do so with diligence so as to not create any injury or inconvenience to not interference with tenants business. Landlord agrees that Tenant, upon paying the rent and performing the covenants and conditions of this lease shall quietly have, hold and enjoy the premises during the Term and any extension thereof, subject to the provisions of the Lease. Tenant hereby waives any claim for damages and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon, and about the Premises, excluding Tenant's vaults and safes, and Landlord may deem proper to said doors in an emergency in order to obtain entry to the premises. Any entry to the premises obtained by Landlord under the above-mentioned circumstances shall not, under any circumstances, be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of Tenant form the Premises or any portion there of.

27. DEFAULT

If default shall be made in the payment of the rent, additional rent, or any installment thereof or in the payment of any other money required to be paid by Tenant under this Lease, and such default shall continue for five (5) days after the due date of such payment, or if default shall be made in the performance of any of the other covenants or conditions which Tenant is required to observe and perform hereunder, and such default shall continue for ten (10) days after written notice thereof to Tenant, or if the Tenant in this Lease shall be levied on, or if any petition shall be filed by or against Tenant to declare Tenant a bankrupt or to delay, reduce, or modify tenant's debts or obligations, or if any petition shall be filed or other action taken to reorganize or modify Tenant's capital structure or if Tenant should be declared insolvent according to law or if any assignment of Tenant's property shall be make for the benefit of creditors, or if a receiver or trustee is appointed for Tenant to Tenant's property, or if Tenant shall abandon or vacate the premises during the term of this Lease, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon at Landlord's option may, without notice or demand of any kind to Tenant or any other person, have any one or more of the following described remedies, in addition to all other rights and remedies provided at law or in equity.

- (a) Landlord may re-enter the Premises with or without process of law and take possession of the same and of all equipment and fixtures of Tenant therein and expel or remove Tenant and all other parties occupying the Premises, or without terminating this Lease, at any time and from time to time relet the Premises or any part thereof for the account of Tenant, for such term, upon such conditions and at such rental as Landlord may deem proper. In such event landlord may receive and

collect the rent from such reletting and apply it against any amounts due from Tenant hereunder (including, without limitation, such expenses as Landlord may have incurred in recovering possession of the Premises, placing the same in good order and condition altering or repairing the same for reletting, and all other expenses, commissions, and charges including attorneys' fees which Landlord may have commissions, and charges including attorneys' fees which Landlord may have paid or incurred in connection with such repossession and reletting). Landlord may execute any lease made pursuant hereto in Landlord's name or in the name of Tenant as Landlord may see fit, and Landlord shall be under no obligation to see to the application of any rent collected by Landlord, nor shall Tenant have any right to collect and rent thereunder. Whether or not the Premises are relet; Tenant shall pay Landlord all amounts required to be paid by Tenant up to the date of Landlord's re-entry and thereafter Tenant shall pay Landlord until the end of the hereof, if any, after payment of Landlord's expenses as provided above. Such payments by Tenant shall be due at such times as are provided elsewhere in this Lease, and Landlord need not wait until the termination of this Lease to recover them by legal action or otherwise. Landlord shall not, by any re-entry or other act, be deemed to have terminated this Lease or the liability of Tenant for the total rent hereunder.

- (b) Landlord may give written notice to Tenant of Landlord's election to terminate this Lease, re-enter the Premises with or without process of law and take possession of the same and of all equipment and fixtures therein, and expel or remove Tenant and all other parties occupying the Premises, using such force as may be reasonable and necessary to enter the premises and take possession of the equipment and fixtures without being liable to any prosecution for such re-entry or for the use of such force. In such event, Landlord shall thereupon be entitled to recover from Tenant the worth, at the Time of such termination, of the rent and other charges required to be paid by Tenant hereunder for the balance of the term hereof (as if this Lease had not been so terminated).

28. DAMAGE BY FIRE OF ELEMENTS

In the case of damage by fire or other action of the elements to the buildings on the Premises which is not due to the fault of the Tenant or of Tenant's agents or employees, if the damage is so extensive as to amount practically to the total destruction of said building; this Lease shall cease and come to an end, and the rent shall terminate. If the Landlord shall within a reasonable time decide to rebuild the obligation to pay rent shall abate for the times the lease premises are not able to be open for business as a restaurant. In all other cases where the building is damaged by fire or other action of the elements without fault of the Tenant or the Tenant's agents or employees such as where Landlord can repair the damage within ninety days after notice of damage, the rent shall abate on the same basis as above stated. In the event of damage by fire or other action of the elements to the building Premises which is not due to the fault of the Tenant or of Tenant's agent or employees if the restaurant can continue to remain open for business, there shall be reasonable reduction of the rent, depending on the extent of the damage, until the damage has been repaired. In determining what constitutes a reasonable, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond the Landlord's control.

29. EMINENT DOMAIN

If all or substantially all of the Premises shall be taken or appropriated by a public or quasi-public authority under the power of eminent domain, so that there does not remain a portion reasonably susceptible for occupation hereunder for the uses provided for herein, either party hereto shall have the right, at its option to terminate this Lease by giving notice to the other party within (thirty(30) days of the taking. If any party of the Premises shall be taken or condemned or transferred in lieu thereof remains which is reasonably susceptible of occupation hereunder or the use provided for herein, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemning authority, and the Base Rent shall abate in the proportion that the part and location of the Premises taken bears to the whole of the Premises; but in any such event, Landlord shall have the option to terminate this Lease as of the date when title to the part so condemned vest in the condemning authority. In any event, Landlord shall be entitled to any and all income, rent, award or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public taking. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

30. SALE BY LANDLORD

In the event of a sale or conveyance by Landlord of the premises or any part thereof, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of any of the covenants or conditions, express or implied, herein contained in favor of Tenant, and such event Tenant agrees to look solely to the responsibility of the successor in the interest of Landlord in, and to, the Lease. This Lease shall not be affected by any such sale, and Tenant agrees to attorn to the purchaser or assignee.

31. ATTORNEYS' FEES

In event if any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover its legal costs and attorneys' fees in such action or proceeding. In the event Tenant is delinquent in its obligation to pay rent or any other money payment and Landlord retains an attorney to enforce Tenant's obligations. Tenant shall be liable, as additional rent, for payment of Landlord's legal costs and fees whether or not suit is brought in court.

32. SURRENDER OF PREMISES

Upon the expiration or sooner termination of this lease, Tenant shall deliver to Landlord quiet and peaceable possession of the Premises, with the keys of same, cleared of all persons and property not belonging to Landlord, in the same condition as the Premises will receive by Tenant at the beginning of this Lease, ordinary wear and tear excepted. No demand or notice of such delivery and shall be necessary.

33. WAIVER

The waiver by Landlord of any term, covenant, or condition herein contain shall not be deemed to be a term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

34. NOTICES

All notices and demands which are required to be given by either party to the other hereunder shall be in writing. All notices and demands Landlord to Tenant shall be sent by the United States certified or registered mail, postage prepaid, addressed to Tenant at the leased Premises, or to such other place as Tenant may be from time to time designate in a written notice to Landlord.

All notices and demands by Tenant to Landlord shall be sent by United States certified mail or registered mail, postage paid, addressed to Tenant (139 N. Balsam St Suite 1900, Ridgecrest, CA 93555, or to such other person or place as Landlord may from time to time designate in a notice to a Tenant.

All notices shall be deemed given when personally delivered or (two (2)) days after mailing by certified or registered mail.

35. DEFINED TERMS AND MARGINAL HEADINGS

The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine in neutral. If there should be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. The marginal headings and titles to the paragraphs of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

36. TIME

Time is of the essence of this Lease and each and all of its provision.

37. SUCCESSORS AND ASSIGNS

The covenants and conditions herein contained shall, unless explicitly provided for otherwise, apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

38. ACCEPTANCE OF THE LEASE

It is expressly understood and agreed that the terms and conditions of this Lease shall be of no force and effect, and no lease agreement shall exist unless and until signed by both parties.

TENANT

Printed name

Date: _____

Signature

Printed name

Date: _____

Signature

LANDLORD

Printed name

Date: _____

Signature

Date: _____