

Confirmation of Buyer Square Footage Disclosure

Please be aware different appraisers may apply the rules for measurement of a property differently. We never represent that a particular measurement is necessarily accurate. Instead, we always qualify any statement about size with terms such as “estimated,” “approximate,” “appraiser’s opinion,” “builder’s opinion” or “assessor’s opinion”. To avoid any and all potential misunderstanding on square footages, we choose not to quote square footage. However, we understand that a discussion of square footage may play an important role in our day to day business, and many buyers may ask for this figure. With this in mind, when providing “appraisal,” “builder’s plans” or “courthouse” information as a source for square footage data, any buyers who present an offer must sign an acknowledgment before the offer is accepted by the sellers.

Therefore, I/we acknowledge that information provided to me from other sources, including, but not limited to, square footage estimates from prior appraisals, builder’s plans or courthouse tax records may be materially inaccurate due to various causes such as alterations to the property or errors in the methods used to calculate the information given. Square footage information provided is for the purpose of marketing, may not be exact and is NOT suitable for loan application, valuation or any other purpose. I/we acknowledge that the Offer being made to purchase UNPLTD PT SEC 17 12N 4W further described as PT NE4 SEC 17 12N 4W BEG 20FT N & 33FT W OF SE/C NE4 TH N150FT W150FT S150FT E150FT TO BEG, known as 4301 N. Rockwell Avenue, Bethany, OK 73008, is based on our personal viewing and opinion of the property and does not rely upon any information except as specifically contained in the Real Estate Purchase Contract. I/we acknowledge that the both the Listing and Selling Brokers and/or Associates involved in the transaction do not warrant or make any representation concerning the accuracy of any information from third parties and I/we acknowledge receipt of this information disclosure.

Buyer

Date

Wednesday, June 24, 2015 Leonard Sullivan-Oklahoma County Assessor Public Access System (Live Records)

Guest Book
TXD Levies
Glossary
Map/GIS Search
New Search

Oklahoma County Assessor Property Display Screen Produced 6/24/2015 11:39:28 AM

Account #: R170126510 **Type:** Commercial **Physical Address:** 3817 A N ASBURY AVE

Business Name: SANTELLI BUILDING BETHANY

Owner Name1: SANTELLI E JOY CE TRUST **1/4 Section #:** 2863

Owner Name2: C/O JOY CE E SANTELLI **Parent Account:**

Mailing Address: 6800 NW 30TH ST **Taxing District:**

City, St. & Zip: BETHANY, OK 730084036 **School System:** Bethany #88

of Bldgs: 1 **Acres:** .3469

Lot Width: 0 **Depth:** 0

Personal Property	Property Value Information		Value History	Sketch	Views
Cross reference for Personal Property	2014	2015			
Market Value	252,000	252,000		<input type="button" value="If Available"/>	
Taxable Market	252,000	252,000			*All Photos may not be Available
Gross Assessed	27,719	27,719			
Exemptions	- 0	- 0			
Net Assessed	27,719	27,719			
Tax Rate	118.82	Nov 2015			
Land Value		28,550			
2014 Tax Savings	See details	\$0			<input type="button" value="Click to View taxes on this property"/>

Section: 16 **Township:** 12N **Range:** 4W **QTR:** SW QTR QTR:

Subdivision/Legal Description: [BETHANY CITY ADD](#) Block: 014 Lot: 000

N20FT OF LOT 4 & BEG SW/C LOT 3 N95.41FT SELY 159.16FT S59.25FT W155FT TO BEG

Not all sales are used to determine Market Value

Last Mailed Notice of Value (N.O.V.) Information

Notice Date	Market Value	Taxable Market	Adjustments/Exemptions	Net Assessed Value
3/18/2009	385,560	385,560	0	42,411

Sales Documents/Deed History

Date	View	Type	Book-Page	Price	Grantor	Grantee
No Sales Documents returned.						
Non Sales Documents/Deed History						
Date	View	Type	Book-Page	Grantor	Grantee	
4/19/1990	>	HIST DOC	6035-1863		SANTELLI LOUIS F & E JOYCE	SANTELLI E JOYCE TRUST
9/1/1981	>	HIST DOC	4806-1073		SANTELLI LOUIS F & E JOYCE	

Account Status/Adjustments/Exemptions

Status/Adjustment/Exemption Type	Effective Year	Assessed Amount
5% Capped Account	1999	

Click on building number to access detailed information:

Bldg #	Built As	Type	Year Built	SQFT	Stories
Bldg #1	Medical Offices	Commercial	1982	5,400	1

**OPTION TO PURCHASE REAL ESTATE LOCATED
AT 2801 N. MACARTHUR BLVD., OKC, OK**

OPTION AGREEMENT made August _____, 2013, by and between JOHN D. THEPHACHANH hereinafter referred to as the Seller, and CRUDOOLANDIA, INC., hereinafter referred to as Buyer.

For and in consideration of the Lease Agreement entered between the parties on August ____, 2013, and of the covenants hereinafter contained, and other good and valuable consideration, it is agreed as follows:

1. **GRANT OF OPTION:** The Seller does hereby grant to the Buyer the exclusive option to purchase, upon the terms and conditions hereinafter set forth, the property located at 2801 N. MacArthur Blvd., Oklahoma City, OK 73127, more particularly described as PT SE4 SEC 21 12N 4W BEG 907.5FT S & 50FT W OF NE/C SE4 TH W178.7FT S70FT E178.7FT N70FT TO BEG, Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof, as long as Buyer is not in default of said lease dated August ____, 2013.

2. **EXERCISE OF OPTION:** This option to purchase can only be exercised by the Buyer between August _____, 2013 and August _____, 2015 during which time the Buyer must:

A. Give a 90 day notice, anytime prior to August ____, 2013, to Seller in writing at 6221 North Mueller Avenue, Bethany, OK 73008 that Buyer intends to purchase the property as agreed herein.

B. Place an earnest money deposit of \$2,500.00 with Seller which will be applied to the purchase price at the time of closing.

3. **DEFAULT BY BUYER:** In the event of the failure of the to exercise this option as provided in paragraph 2 above, or in the event of any default by the Buyer relating to any

Buyer's Initials _____

Seller's Initials _____

provisions of the Lease Agreement signed by the parties on August ____, 2013 then this Agreement shall be null and void.

After the exercise of this option and should Buyer fail to close the sale as provided in this Option and at no fault of the Seller, then all money paid by the Buyer to the Seller shall be retained by the Seller as additional consideration for the granting of this option to the Buyer, and all rights and obligations of the Seller and Buyer under this agreement shall terminate, **Provided however**, if Buyer is unable to obtain financing to purchase the property on terms and conditions satisfactory to the buyer (Buyer shall be the sole judge of satisfactory financing) then Buyer shall receive a full refund of the earnest money and this agreement shall terminate and all other rights and obligations of Seller and Buyer shall terminate.

4. **ABSTRACT OF TITLE:** If the abstract of title fails to disclose the title of the Seller to be good and marketable or insurable, the Buyer shall notify the Seller in writing of any defects within such 30 day period, and the Seller shall have a reasonable time (but not more than 30 days) in which to make the title good and marketable or insurable, and shall use due diligence in an effort to do so. If after using due diligence the Seller is unable to make the title good and marketable or insurable within such reasonable time, it shall be at the option of the Buyer either to accept the title in its existing condition with no further obligation on the part of the Seller to correct any defect, or to cancel this agreement. If this agreement is thus cancelled, all money paid by the Buyer to the Seller upon the execution of this agreement shall be returned to the Buyer, and this agreement shall terminate without further obligation of either party to the other.

Buyer's Initials _____

Seller's Initials _____

5. **PURCHASE PRICE:** The purchase price for the property described above is One Hundred Twenty Five Thousand and no/100 Dollars (\$125,000.00).

6. **CLOSING:** The closing under this agreement shall take place no later than 60 days following the signing of a PURCHASE CONTRACT by all parties hereto, in the office of a closing company to be designated by Buyer . The Buyer shall pay the purchase price in cash or certified funds plus any costs of closing the sale.

7. **DEED:** At the closing and upon payment of amounts due by Buyer, Seller shall convey the property described in paragraph 1 to the Buyer by good and sufficient warranty deed.

8. **EXPENSES:** It shall be the Seller's obligation to pay for the documentary stamps on the warranty deed. It shall be the obligation of the Buyer to pay recording fees. Title insurance, with accompanying abstracting and title examination costs, complete with pinned and staked survey protection will be provided and the cost will be split equally between the Buyer and Seller. Said pinned and staked survey will be provided by the Seller and the cost will be split equally between the Buyer and Seller. The customary closing costs connected with the sales transaction will also be split equally between the Buyer and Seller. All costs associated with obtaining financing shall be paid by the Buyer. All other costs to close this transaction, not otherwise specified will be paid by Buyer.

9. **NON-TRANSFERABILITY:** This Option shall be non-transferable without the written consent of both parties.

In witness whereof the parties have executed this agreement the day and year first above written.

BUYER

SELLER

CRUDOOLANDIA, INC.
by Nancy Hallman, Its _____

JOHN THEPHACHANH

JOHN THEPHACHANH LEASE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. SEEK LEGAL ADVICE IF YOU DO NOT UNDERSTAND THE TERMS OF THIS AGREEMENT.

THIS LEASE AGREEMENT, a **triple net lease (NNN) arrangement**, whereby the **Tenant is obligated to pay for all the operating expenses associated with the Premises including janitorial, lawn care, utilities, building insurance, real estate taxes and repairs**, made and entered into this ?? day of **August, 2013**, by and between **JOHN D. THEPHACHANH** hereinafter called "Landlord" and **CRUDOOLANDIA, INC.**, hereinafter called "Tenant". For and in consideration of the covenants and agreements herein provided, Landlord does hereby lease to Tenant certain real property situated in Oklahoma County, State of Oklahoma, which contains approximately 1,200 square feet and described as **2801 North MacArthur Blvd., Bethany, Oklahoma 73127**.

1. **TERM.** This lease shall be for a term of **TWENTY FOUR** months, beginning on **August __** , **2013** and ending on **August __** , **2015**.

2. **RENT.** Tenant agrees to pay Landlord as rental for above described property the total sum of **Fifty Thousand Four Hundred Forty Dollars and NO/100 (\$50,400.00)**, payable in monthly installments of **Two Thousand One Hundred Dollars and NO/100 (\$2,100.00)** on or before the **first day of each month** during the term of this lease, payable to **JOHN D. THEPHACHANH, c/o Twister Towing Service, 6621 North Mueller Avenue, Bethany, Oklahoma 73008**, or such other place as Landlord may designate. Landlord will discount rent each month by 1/24th of the cost of improvements made by Tenant/Buyer only during the time the property is leased (which total amount shall not exceed \$12,000.00), to make the property suitable for Tenant/Buyer habitation. The amount of improvements shall be approved as evidenced by invoices for work done.

An administrative charge equal to ten percent (10%) of any monthly rental payments (which includes any other fixed monthly payments due Landlord) shall be assessed on any such payment(s) made after the 10th day of the month in which said payment(s) is due. In addition a \$30.00 returned check charge will be posted to Tenant's account for any check returned to Landlord for insufficient funds. Any administrative or returned check charges shall be considered an additional rental and if not paid as required shall constitute a default by the Tenant

3. **DEPOSIT.** The Tenant has this day deposited with Landlord, in addition to the first month's rent as set forth above, the sum of **One Thousand Six Hundred Dollars and NO/100 (\$1,600.00)**, which represents a security deposit for the full and faithful performance by Tenant of all the terms and conditions upon the Tenant's part to be performed. The Tenant shall not be entitled to any interest on the aforesaid security. Any default or breach of any of the covenants or conditions of this lease by the Tenant shall forfeit the above deposit to the Landlord.

4. **USE.** Tenant agrees to take good care of premises and not use them for any purpose other than **a drive-thru convenience store**.

5. **TENANT MAINTENANCE.** Tenant shall maintain in good order, condition and repair the interior of the premises, including all heating and air conditioning equipment, and electrical and lighting facilities, and plumbing and sprinkler systems installed therein, and the improvements and equipment installed by Tenant in the Premises, and shall replace all broken glass, including plate glass and exterior show windows, and repair any broken doors. Tenant shall make all other repairs, whether of a like or different nature, including damages caused by unauthorized breaking and entering, except those which Landlord is specifically obligated to make.

In the event Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required so to maintain the Premises. In the event Tenant fails promptly to commence such work or diligently prosecute the same to completion, Landlord may but is not obligated to do such acts and expend such funds at the expense of the Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at eighteen percent (18%) per annum from the date of such work. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work or by reason of undertaking the repairs.

Landlord _____

Tenant _____

6. **LANDLORD MAINTENANCE.** Landlord shall repair and maintain the structural portion of the Premises, including exterior walls and roof, unless such maintenance or repair is caused in whole or in part by the neglect, fault or omission of Tenant, its agents, employees or invitees, or by unauthorized breaking and entering, in which event Tenant shall pay to Landlord the cost of such maintenance and repair. Landlord shall have no obligation to repair until a reasonable time after the receipt by Landlord of written notice of the need for repairs. Unless otherwise specifically provided in this Lease, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Premises, or parking lot.

7. **ALTERATION.** Tenant shall not erect or place any signs or advertising on or visible from the exterior of the premises, nor alter the exterior or make any alterations or additions to the Premises without Landlord's prior written consent. All alterations, additions, and improvements made by Tenant to or upon the Premises, except furniture and fixtures, shall at once when made or installed be deemed to have been attached to the freehold and to have become the property of Landlord; provided, however, if prior to termination of this Lease, or within fifteen (15) days thereafter, Landlord may direct by written notice to Tenant, Tenant shall promptly remove the additions, improvements, fixtures, trade fixtures and installations which were placed in the Premises, by Tenant and which are designated in said notice and shall repair any damage occasioned by such removal and in default thereof Landlord may effect said removal and repairs and Tenant's expense.

Any improvements, alterations, repairs, or maintenance will be performed in a workmanlike manner by qualified and licensed firms. Tenant further agrees not to allow any liens for non-payment to be placed on subject property; if any liens do appear, Tenant agrees to deposit sufficient funds with Landlord to satisfy said lien or judgment.

8. **POSSESSION.** Landlord warrants that it has good title to the premises; that it will, at the beginning of the term hereof, deliver possession to Tenant in good condition, free of all other tenancies, which condition will comply with all laws and ordinances applicable to the premises and their intended use. Each party hereto affirms and states it has full right and authority to enter into this lease agreement.

9. **COMMENCEMENT.** Notwithstanding said commencement date, if for any reason Landlord cannot deliver possession of the Premises to Tenant on said date, Landlord shall not be subject to any liability therefore, nor shall failure affect the validity of the Lease or the obligations of Tenant hereunder or extend the term hereof, but in such case Tenant shall not be obligated to pay rent until possession of the Premises is tendered to Tenant; provided, however, that if Landlord shall not have delivered possession of the Premises within sixty (60) days from said commencement date, Tenant may, at Tenant's option, by notice in writing to Landlord within ten (10) days thereafter, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder. If Tenant occupies the Premises prior to said commencement date, such occupancy shall be subject to all provisions hereof, such occupancy shall not advance the termination date, and Tenant shall pay rent for such period at the initial monthly rates set forth.

10. **SUBLEASE.** The Tenant shall not assign or transfer this Lease or any interest therein nor sublet said premises or any part thereof without the written consent of the Landlord but such consent shall not be unreasonably withheld; nor shall this Lease be assignable or transferable by operation of law or by any process or proceeding of any Court, or otherwise without the written consent of the Landlord.

11. **TENANT'S PRIVATE AREA.** The square footage computed by Landlord is enclosed within a perimeter line consisting of the outer wall or glass line of the building and the midpoint of the common walls separating the Tenant's Private area from Common area of other Tenants of the Building.

12. **SUBORDINATION.** This lease and all rights of the Tenant hereunder at the option of the Landlord will be subject and subordinate to all encumbrances. Tenant agrees to execute and deliver to Landlord from time to time within ten (10) days after written request by Landlord all instruments which might be required by Landlord to confirm such subordination. Notwithstanding the foregoing provisions, Tenant agrees that any Mortgagee will have the right at any time to subordinate any rights or such Mortgagee to the rights of the Tenant under this lease on such terms and subject to such conditions as such Mortgagee deems appropriate in such Mortgagee's absolute discretion.

13. **INSOLVENCY.** In the event of attempted assignment of this lease to creditors, or the institution of bankruptcy, corporate reorganization, trustee or receivership proceedings involving Tenant, shall forthwith and of themselves cancel and void this Lease, and possession of the premises shall immediately pass to Landlord, at its option. If Landlord exercises its option to recover possession of the premises upon occurrence

Landlord _____

Tenant _____

of one of such events, it shall not be held to have waived its cause of action against Tenant for its failure to perform fully the terms of this Lease prior to such event.

14. SALE BY LANDLORD. In the event Landlord transfers its interest in the building, Landlord will thereby be released from any further obligation hereunder and Tenant agrees to look solely to the transferee for the performance of such obligations. The agreement of Tenant to attorn to the designee of the Landlord will survive any termination of rights of the Landlord in the building and the Tenant agrees to execute and deliver to the designee of the Landlord from time to time within ten (10) days after written request therefore all instruments which might be required by the Landlord to confirm such attornment.

15. LIABILITY INSURANCE AND INDEMNITY. The Tenant will maintain, at Tenant's expense, a policy of insurance insuring the Tenant and the Landlord against all liability occasioned by or arising out of or in connection with the occupancy of the interior of the Leased premises. Such policy to have limits of not less than \$500,000 for injury or death to any one person, \$1,000,000 for any one accident and \$50,000 for fire and/or property damage. The property has a fire sprinkler system throughout the building. Tenant shall additionally maintain, at Tenant's expense, a policy of insurance insuring against any damage arising from the leakage of or malfunction of the fire sprinkler system. Such insurance policies shall be for the benefit of Landlord and Tenant as their interest may appear thereon naming Landlord as an "Additional Insured" shall be at no cost to Landlord. **Further, Tenant shall furnish Landlord a Certificate of said insurance evidencing that such policy(ies) are in effect as required by the terms hereof.** Said policy shall be maintained with an insurance company authorized to do business in the state of Oklahoma and otherwise reasonably satisfactory to the Landlord.

Tenant further agrees to indemnify Landlord from any and all damages to the contents of any portion of the building herein leased, and from any action, claim or injuries arising from the maintenance, operation or use by Tenant, its employees, customers or invitees of the premises by any person, or for any condition existing on said premises under the control of Tenant or which condition is the responsibility of Tenant. In any suit or action for damages arising from alleged negligence of Tenant in which Landlord is included as a defendant, Tenant will assume all the burdens, costs and expenses of the defense thereof, including attorney's fees, and the cost of settlement or judgment obtained against Landlord by reason thereof. Landlord agrees to indemnify the Tenant from any action, claim or injures arising from the exterior conditions, common elements or structural parts of said building and property.

16. DESTRUCTION. In the event said premises are damaged, partially destroyed or rendered partially unfit for their accustomed uses by fire, tornado, or any other casualty, Landlord shall at its expense, promptly restore the premises to substantially the condition in which they were immediately prior to such casualty. From the date of such casualty until said premises are restored, rent shall abate in such proportion as the part of said premises thus destroyed or rendered unfit bears to the total premises. In the event the premises are totally destroyed or rendered wholly unfit for their accustomed uses by any casualty, Landlord may, at its option, elect to restore said premises at its expense to substantially the condition they were in prior to such casualty. If Landlord does not commence such restoration within three (3) months after such casualty, this lease shall terminate and Tenant shall be liable for rent only to the time of the casualty. The premises shall be deemed totally destroyed if the cost of restoration exceeds 50% of the fair market value of the improvements thereon prior to such casualty. Tenant shall receive pro rata refund of any sum paid in advance for the period during which the premises are unfit for use.

17. DEFAULT. If Tenant vacates or abandons said premises or defaults in the payment of the rent reserved or any installation thereof, or breaches any of the covenants herein, and if such default or breach continues for ten (10) days after written notice thereof, Landlord may, at its option, terminate this lease or without such termination enter said premises, remove Tenant's property there from, and re-let the same for the account of the Tenant for such rent and upon such terms as may be satisfactory to Landlord, without such re-entry working a forfeiture of past or future rents to be paid or the covenants to be performed by Tenant during the full term hereof. In any event, Tenant shall pay any rent deficiency, each month thereafter, during the balance of the term hereof.

18. LIEN. All property of Tenant, in or upon said premises, whether or not exempt from execution, shall be subject to a lien for payment of the rent reserved and for any damages arising from any breach by Tenant of any of the covenants herein. If default is made in the payment of any installment of the rent, or any part thereof, and if such default continues for ten (10) days after written notice thereof to Tenant, Landlord may take possession of said property of Tenant, or any part thereof, and sell it at public or private sale, with or without auction, to the highest bidder for cash, and apply the proceeds of said sale first toward the cost of sale and then toward said debt or damages, any remainder to be paid to Tenant. In the event it becomes necessary for

Landlord _____

Tenant _____

Landlord to take legal action for the enforcement of any obligation imposed upon Tenant by this Lease, Tenant will bear all of the costs and expenses of such auction, including reasonable attorney's fees.

19. **WAIVER AND NOTICE.** Any assent, expressed or implied, by Landlord to any breach of any covenant or condition herein shall operate as such only in the specific instance and shall not be as assent or waiver thereof generally or of any subsequent breach thereof. The various rights, powers, elections and remedies of Landlord contained herein are cumulative and now one of them shall be exclusive of others or of any allowed law. No right shall be exhausted by being exercised on one or more occasions. Time is of the essence hereof. Where provision is made herein for notice of any kind, it shall be deemed sufficient, if such notice is to Tenant, if addressed to Tenant at the leased premises; and if to Landlord, if addressed to Landlord at the address shown in Lease. Such notice shall be given by registered mail with postage prepaid. The provision contained herein, including any additional provisions, are the complete terms of the Lease, and no alterations or modifications of said terms shall be binding unless signed by both parties. For the purposes hereof, notice addresses shall be:

Landlord:

JOHN D. THEPHACHANH
c/o Twister Towing Service
6621 North Mueller Avenue
Bethany, Oklahoma 73008

Tenant:

CRUDOOLANDIA, INC.

Oklahoma City, Oklahoma

20. **SUITABILITY.** Tenant acknowledges that neither Landlord nor any agent of Landlord had made any representation or warranty with respect to the premises or the suitability of the Premises for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises except as provided in this Lease. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises were at such time in satisfactory condition unless within fifteen (15) days after such date Tenant shall give Landlord written notice specifying in reasonable detail the respects in which the Premises or the building were not in satisfactory condition. By execution hereto, Tenant and Landlord acknowledge that they have investigated all representation of agents, and as such agents shall be relieved of all liability for future claims.

21. **PROHIBITED USES.** Tenant shall not use said premises for any use other than that which is specific in this Lease, and shall not permit them to be used, for any other purposes, without first obtaining with written consent of Landlord. Tenant shall promptly and continuously comply with all laws, orders, and regulations of the State, County, and City affecting the use, occupation, safety, and cleanliness of the premises and the equipment of Tenant.

Tenant may not display or sell items or allow carts, portable signs, devices or any other objects to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises, any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

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 or affect any fire or other insurance upon the premises or any building of which the Premises may be a part or any of its contents, nor shall Tenant sell or permit any articles to be kept, used or sold in or about the Premises, which may be prohibited by a standard form policy of fire insurance. If Landlord's insurance premium is increased as a result of Tenant's business operation, Tenant agrees to pay said increase.

In the event premises represent a section of a larger building, Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other Tenants or occupants of the building of which the Premises may be a part or injure or annoy them, or use or allow the premises to be used for any unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on, or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises. Tenant shall keep the Premises in a clean and wholesome condition, free of any objectionable noises, odors or nuisances.

Landlord _____

Tenant _____

22. TERMINATION. Landlord may show the premises to prospective Tenants at any reasonable hour during the last sixty (60) days of the term hereof. This Lease shall not be deemed renewed except upon written agreement to that effect. Tenant agrees that it will without notice, deliver possession of said premises to Landlord upon the expiration of the term hereof. In the event Tenant remains in possession of said premises after the expiration of the Lease, without executing a new Lease, Tenant shall be deemed to occupy the premises as a Tenant from month-to-month, subject to all the terms herein insofar as they are applicable to such a tenancy.

23. WAIVER OF SUBROGATION. Landlord releases and discharges Tenant from all liability which may rise out of the loss or destruction by fire or other casualty of the leased premises caused by the act or omission of Tenant or its agents. Tenant releases and discharges Landlord from all liability which may arise out of the loss or destruction by fire or other casualty of any property of Tenant which may be located upon the premises, caused by the act or omission of Landlord or its agents. Each of the parties agrees to give notice of this provision to all companies which issue a policy of fire insurance upon the premises, fixtures or contents.

24. CONDEMNATION. If during the term of this Lease more than forty percent (40%) of the parking lot and/or building should be taken by eminent domain or condemnation for public or quasi-public use, or by private purchase in lieu thereof, this Lease shall terminate upon the election of either party by giving written notice to the other party within sixty (60) days after the taking of possession by the condemning authority. All funds derived from condemnation proceeding shall be paid direct to Landlord, and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for loss of business, fixtures or moving. If such a separate award is made to Tenant.

25. DAMAGE TO PROPERTY. Tenant shall bear all risks of damage to the equipment, fixtures, furnishings, inventory, and supplies located on and situated in said leased premises and shall maintain adequate insurance thereof for his own protection and as a result thereof Landlord is relieved absolutely of any liability thereof, including, but not limited to, damages to any such property caused by gas, water, smoke, rain or snow, which may leak into, issue or form from any part of said building of which the leased premises are a part, or from pipes or plumbing work of said buildings, or from any other place.

26. INTEREST ON PAST OBLIGATION. Except as expressly herein provided, any amount not paid to Landlord when due shall bear interest at eighteen percent (18%) per annum from the due date. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

27. CORPORATE AUTHORITY. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that they are duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with the By-Laws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms.

28. INABILITY TO PERFORM. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of strike, labor trouble, acts of God or any other cause beyond the reasonable control of such party (financial inability excepted), and such party is otherwise without fault, then performance of such act shall be excused for the period of the delay, provided that the foregoing shall not excuse Tenant from the prompt payment of any rental or other charge required of Tenant hereunder otherwise specifically so stated in this Lease.

29. BINDING EFFECT. The covenants, terms, conditions, and agreements herein contained shall extend to and be binding upon the respective heirs, trustees, successors, executors, administrators, and assigns of the parties.

30. COMPLETE AGREEMENT. The covenants and conditions herein contained, together with any exhibits and addendums attached, are the full and complete terms of this Lease agreement, and no alterations, amendments, or modifications of the same shall be binding, unless first reduced to writing and signed by both parties.

31. BROKERAGE. It is understood and agreed by Landlord and Tenant that in accordance with Oklahoma Broker Relationships Act, **Carey-Hughes Realty Advisors, Inc.** are real estate licensees in the State of Oklahoma and provided services to Landlord and Tenant in this Lease transaction as a Transaction Broker.

Landlord and Tenant each warrant prior to the signing of this Lease that each was duly notified **Carey-Hughes Realty Advisors, Inc** would be providing services as a Transaction Broker in this lease transaction and by the signing of this Lease and the attached Confirmation of Disclosure of Broker Relationship, each

Landlord _____

Tenant _____

acknowledges **Carey-Hughes Realty Advisors, Inc.** provided services as a Transaction Broker. Tenant warrants and represents that Tenant has not dealt with any other brokerage company other than **Carey-Hughes Realty Advisors, Inc.** It is further understood and agreed that Landlord agrees to pay **Carey-Hughes Realty Advisors, Inc.** a real estate leasing commission of **Ten (10%) Percent** of the gross amount of this Lease and a real estate leasing commission of **Six (6%) Percent** of the gross amount on any renewals or extensions and/or sale thereof.

32. The submission of this Lease for examination does not constitute a reservation of or option for the premises, and this Lease become effective as a lease only upon execution and delivery thereof by Landlord and Tenant.

33. UTILITIES. Tenant agrees to pay for all water, gas, power and electric current and all other utilities supplied to the Premises. If any utilities are not separately metered, then the rates charged to Tenant shall not exceed those of the local public utility company if its services were furnished directly to Tenant, and shall not be less than its pro rata share of any jointly metered service as reasonably determined by Landlord. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Premises, and as such failure or interruption shall not entitle Tenant to terminate this lease.

34. HOLDING OVER. In the event that Tenant remains in possession of the Premises after the expiration of this Lease and without execution of a new lease, it shall be deemed to be occupying the premises as a tenant from month-to-month, subject to all of the conditions, provisions and obligations of this Lease except that the term shall be from month-to-month and that Minimum Rental shall be 150% of the last month's Minimum Rental.

35. REAL ESTATE TAXES. During the term of this Lease, Landlord shall pay and discharge all ad valorem, special assessment, or other taxes levied or assessed against the Premises, or any part thereof. Tenant shall pay all such taxes assessed against personal property of Tenant located on the Premises. In addition, Tenant shall, during the term of this Lease, reimburse Landlord for the Tenant's proportionate share of increases in the real estate taxes assessed on the real estate in excess of real estate taxes paid in the **Base Year of 2012**, which shall be retained as the Base Year throughout the term of this Lease and any renewals or extensions hereof. Proportionate share is based on the relationship of the square footage of Tenant's Premises to the total area of the building. Tenant shall pay when due all taxes and assessments levied directly against Tenant including taxes on Tenant's personal property located in the Premises.

In addition, during each month of the Lease Term, on the same date that Base Rent is due, Tenant shall pay Landlord an amount equal to 1/12 of the annual cost, as estimated by Landlord from time to time, of Real Estate Taxes as set forth annually by the Oklahoma County Assessor's Office throughout the term of this Lease and any renewals or extensions hereof.

35. FIRE AND CASUALTY INSURANCE. During the term of this Lease, Landlord shall pay and discharge all property insurance policies providing special form coverage against loss by fire, lightning, tornado, the perils of extended coverage and malicious mischief against the Premises. Tenant shall pay, at Tenant's sole expense, all insurance policies on Tenant's for contents located on the Premises.

In addition, during each month of the Lease Term, on the same date that Base Rent is due, Tenant shall pay Landlord an amount equal to 1/12 of the annual cost, as estimated by Landlord from time to time, of Fire, Casualty and Peril Insurance Policies in amount equal to the value of the Premises as set by the fire, lighting, tornado and peril underwriters throughout the term of this Lease and any renewals or extensions hereof.

37. OPTIONS TO RENEW. This Lease shall renew at the following rents if the Tenant is not in default under the Lease agreement at the time the option is exercised. The option to renew can only be exercised if there are no uncured defaults, which includes, but is not limited to non-payment of rent, non-payment of late charges or CAM charges or taxes, unauthorized use of the property, or anything else that constitutes a breach of the Lease.

Tenant must notify Landlord with written notice 60 days prior to JUNE _____, 2015, that Tenant is exercising Tenant's option to renew. The Tenant's right to exercise this option to renew expires effective MAY 1, 2014.

Renewal Options: Three, one (1) year option to renew at the following annual rates: LESSEE agrees to pay LESSOR as rental for the above described property, the sum of **Fifty Thousand Four Hundred Forty Dollars and NO/100 (\$50,400.00)**, payable in monthly installments of **Two Thousand One Hundred Dollars**

Landlord _____

Tenant _____

and NO/100 (\$2,100.00), July 1, 2015 through June 30, 2015; July 1, 2015 through June 30, 2016; July 1, 2016 through June 30, 2017; on or before the first day of each month during the term and/or extension of this Lease.

38. IMPROVEMENTS. Tenant accepts the Premises in their "As Is, Where Is" condition. Landlord is to provide specified items, if any, as noted on that attached Exhibit "A". Any improvements to the Premises will be at Tenant's expense (unless as noted on Exhibit "A:") and all plans and specifications shall be provided to Landlord for Landlord's review and approval before construction commencement. All permits and licenses will be at Tenant's expense. All contractors must be approved by Landlord.

LANDLORD:

TENANT:

JOHN D. THEPHACHANH

CRUDOOLANDIA, INC.

By: _____
John D. Thephachanh

By: _____
Nancy Hallman
Its _____

GUARANTY

In consideration of **JOHN D. THEPHACHANH**, whose address is **c/o TWISTER TOWING SERVICE, 6221 North Mueller Avenue, BETHANY, OKLAHOMA 73008**, (hereinafter referred to as "Landlord") entering into that certain Lease Agreement with **CRUDOOLANDIA, INC.** (hereinafter referred to as "Tenant") dated August, 2013, for premises located at **2801 North MacArthur Blvd., Oklahomja City, OK 73127**, the undersigned do hereby guarantee to Landlord performance in full by Tenant of all of Tenant's obligations, including payment of rentals as contained in said Lease referred to and all damages and expenses that may arise in consequence of any default by Tenant which Tenant is obligated under the Lease to pay, all reasonable attorneys' fees incurred by Landlord resulting from any such default which Tenant is obligated under the Lease to pay and/or by the enforcement of this Guaranty, subject only to such defenses and rights as Tenant may have.

This Guaranty shall be enforceable against the undersigned, their successors and assigns without the necessity for any suit of legal proceedings on Landlord's part as against Tenant, its successors and assigns. The validity of this Guaranty and the obligations of the undersigned hereunder shall in no way be terminated, affected or impaired by reason of the assertion of the failure to assert any of the rights or remedies reserved to Landlord pursuant to the provisions of said Lease.

This Guaranty shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected by: (a) any amendment, or modification of, or supplement to, the Lease, or any assignment or transfer thereof except to the extent in writing and signed by Landlord; (b) any exercise of any right, power, remedy or waiver, consent, extension or renewal modification or any change in any of the terms, covenants, conditions or provisions of the Lease or any other assignment of or transfer thereof except to the extent in writing and signed by Landlord; (c) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding relating to Tenant, its successors and assigns or their properties or creditors; (d) any limitation of the liability of obligation of the Tenant under the Lease or its estate in bankruptcy or of any remedy for the enforcement thereof any of which result from the operation of any present or future provision of the National Bankruptcy Act or other statute, or from the decision of any court in connection with such statute; or (e) any transfer by Tenant or any assignment of its interest under the Lease whether or not the undersigned shall have notice of knowledge of any of the foregoing except to the extent in writing and signed by Landlord or as otherwise permitted under the Lease.

As a condition precedent to the obligation of the undersigned, Landlord shall notify the undersigned of any and all demands made upon Tenant to perform the terms and conditions of said Lease and mail copies of any and all complaints and papers filed on any action against Tenant by certified letter, addressed to the undersigned at the address(es) given below within ten (10) days after such demand is made upon Tenant or other complaints and papers are served upon Tenant. In addition and as an additional condition precedent to the obligations of the undersigned, the undersigned shall receive written modification of all amendments, extensions or other changes which are made to the Lease within ten (10) days after execution and delivery of the same.

Dated this ____ day of _____, 20 13 .

Guarantor's Signature: _____

Guarantor's Name: Nancy Hallman

Social Security Number: _____ - _____ - _____

Home Address: _____

Home and Work Phone: _____ 405-503-1849
Home Work Mobile

Landlord _____

Tenant _____

Exhibit “A”

- 1) Landlord to turn space over to Tenant with all plumbing, electrical and heat & air in working order.
- 2) Landlord shall, at Landlord’s sole expense, repair the ceiling in the restroom.
- 3) Landlord hereby gives permission to Tenant to install a clothes washer and dryer in space, at Tenant’s sole expense.

L & M, LLC LEASE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. SEEK LEGAL ADVICE IF YOU DO NOT UNDERSTAND THE TERMS OF THIS AGREEMENT.

THIS LEASE AGREEMENT, made and entered into this **8th** day of **August, 2013**, by and between **L & M, LLC** hereinafter called "Landlord" and **ARTURO ADAME** hereinafter called "Tenant". For and in consideration of the covenants and agreements herein provided, Landlord does hereby lease to Tenant certain real property situated in Oklahoma County, State of Oklahoma, which contains approximately 2,250 square feet and described as **1933 North MaxArthur Blvd., Oklahoma City, Oklahoma 73127** .

1. **TERM.** This lease shall be for a term of **TWELVE** months, beginning on **October 1, 2013** and ending on **September 30, 2014**.

2. **RENT.** Tenant agrees to pay Landlord as rental for above described property the total sum of **Twenty Thousand Four Hundred Dollars and NO/100 (\$20,400.00)**, payable in monthly installments of **Seventeen Hundred Dollars and NO/100 (\$1,700.00)** on or before the **first day of each month** during the term of this lease, payable to **M.L.K.S., Inc., c/o First Commercial Management, Inc., 3719 North Portland, Oklahoma City, Oklahoma 73112**, or such other place as Landlord may designate.

An administrative charge equal to ten percent (10%) of any monthly rental payments (which includes any other fixed monthly payments due Landlord) shall be assessed on any such payment(s) made after the 10th day of the month in which said payment(s) is due. In addition a \$30.00 returned check charge will be posted to Tenant's account for any check returned to Landlord for insufficient funds. Any administrative or returned check charges shall be considered an additional rental and if not paid as required shall constitute a default by the Tenant

3. **DEPOSIT.** The Tenant has this day deposited with Landlord, in addition to the first month's rent as set forth above, the sum of **\$1,700.00 Dollars and NO/100 (\$1,700.00)**, which represents a security deposit for the full and faithful performance by Tenant of all the terms and conditions upon the Tenant's part to be performed. The Tenant shall not be entitled to any interest on the aforesaid security. Any default or breach of any of the covenants or conditions of this lease by the Tenant shall forfeit the above deposit to the Landlord.

4. **USE.** Tenant agrees to take good care of premises and not use them for any purpose other than a **RESTAURANT**. Tenant agrees to require all employees to park in parking areas provided by Landlord in order that parking spaces most convenient for customers will be available at all times.

5. **TENANT MAINTENANCE.** Tenant shall maintain in good order, condition and repair the interior of the premises, including all heating and air conditioning equipment, and electrical and lighting facilities, and plumbing and sprinkler systems installed therein, and the improvements and equipment installed by Tenant in the Premises, and shall replace all broken glass, including plate glass and exterior show windows, and repair any broken doors. Tenant shall make all other repairs, whether of a like or different nature, including damages caused by unauthorized breaking and entering, except those which Landlord is specifically obligated to make.

In the event Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required so to maintain the Premises. In the event Tenant fails promptly to commence such work or diligently prosecute the same to completion, Landlord may but is not obligated to do such acts and expend such funds at the expense of the Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at eighteen percent (18%) per annum from the date of such work. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work or by reason of undertaking the repairs.

6. **LANDLORD MAINTENANCE.** Landlord shall repair and maintain the structural portion of the Premises, including exterior walls and roof, unless such maintenance or repair is caused in whole or in part by the neglect, fault or omission of Tenant, its agents, employees or invitees, or by unauthorized breaking and entering, in which event Tenant shall pay to Landlord the cost of such maintenance and repair. Landlord shall have no obligation to repair until a reasonable time after the receipt by Landlord of written notice of the need for repairs. Unless otherwise specifically provided in this Lease, there shall be no abatement of rent and no

Landlord _____

Tenant _____

liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Premises, or parking lot.

7. ALTERATION. Tenant shall not erect or place any signs or advertising on or visible from the exterior of the premises, nor alter the exterior or make any alterations or additions to the Premises without Landlord's prior written consent. All alterations, additions, and improvements made by Tenant to or upon the Premises, except furniture and fixtures, shall at once when made or installed be deemed to have been attached to the freehold and to have become the property of Landlord; provided, however, if prior to termination of this Lease, or within fifteen (15) days thereafter, Landlord may direct by written notice to Tenant, Tenant shall promptly remove the additions, improvements, fixtures, trade fixtures and installations which were placed in the Premises, by Tenant and which are designated in said notice and shall repair any damage occasioned by such removal and in default thereof Landlord may effect said removal and repairs and Tenant's expense.

Any improvements, alterations, repairs, or maintenance will be performed in a workmanlike manner by qualified and licensed firms. Tenant further agrees not to allow any liens for non-payment to be placed on subject property; if any liens do appear, Tenant agrees to deposit sufficient funds with Landlord to satisfy said lien or judgment.

8. POSSESSION. Landlord warrants that it has good title to the premises; that it will, at the beginning of the term hereof, deliver possession to Tenant in good condition, free of all other tenancies, which condition will comply with all laws and ordinances applicable to the premises and their intended use. Each party hereto affirms and states it has full right and authority to enter into this lease agreement.

9. COMMENCEMENT. Notwithstanding said commencement date, if for any reason Landlord cannot deliver possession of the Premises to Tenant on said date, Landlord shall not be subject to any liability therefore, nor shall failure affect the validity of the Lease or the obligations of Tenant hereunder or extend the term hereof, but in such case Tenant shall not be obligated to pay rent until possession of the Premises is tendered to Tenant; provided, however, that if Landlord shall not have delivered possession of the Premises within sixty (60) days from said commencement date, Tenant may, at Tenant's option, by notice in writing to Landlord within ten (10) days thereafter, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder. If Tenant occupies the Premises prior to said commencement date, such occupancy shall be subject to all provisions hereof, such occupancy shall not advance the termination date, and Tenant shall pay rent for such period at the initial monthly rates set forth.

10. SUBLEASE. The Tenant shall not assign or transfer this Lease or any interest therein nor sublet said premises or any part thereof without the written consent of the Landlord but such consent shall not be unreasonably withheld; nor shall this Lease be assignable or transferable by operation of law or by any process or proceeding of any Court, or otherwise without the written consent of the Landlord.

11. TENANT'S PRIVATE AREA. The square footage computed by Landlord is enclosed within a perimeter line consisting of the outer wall or glass line of the building and the midpoint of the common walls separating the Tenant's Private area from Common area of other Tenants of the Building.

12. SUBORDINATION. This lease and all rights of the Tenant hereunder at the option of the Landlord will be subject and subordinate to all encumbrances. Tenant agrees to execute and deliver to Landlord from time to time within ten (10) days after written request by Landlord all instruments which might be required by Landlord to confirm such subordination. Notwithstanding the foregoing provisions, Tenant agrees that any Mortgagee will have the right at any time to subordinate any rights or such Mortgagee to the rights of the Tenant under this lease on such terms and subject to such conditions as such Mortgagee deems appropriate in such Mortgagee's absolute discretion.

13. INSOLVENCY. In the event of attempted assignment of this lease to creditors, or the institution of bankruptcy, corporate reorganization, trustee or receivership proceedings involving Tenant, shall forthwith and of themselves cancel and void this Lease, and possession of the premises shall immediately pass to Landlord, at its option. If Landlord exercises its option to recover possession of the premises upon occurrence of one of such events, it shall not be held to have waived its cause of action against Tenant for its failure to perform fully the terms of this Lease prior to such event.

14. SALE BY LANDLORD. In the event Landlord transfers its interest in the building, Landlord will thereby be released from any further obligation hereunder and Tenant agrees to look solely to the transferee for the performance of such obligations. The agreement of Tenant to attorn to the designee of the Landlord will survive any termination of rights of the Landlord in the building and the Tenant agrees to execute and deliver to

Landlord _____

Tenant _____

the designee of the Landlord from time to time within ten (10) days after written request therefore all instruments which might be required by the Landlord to confirm such attornment.

15. **LIABILITY INSURANCE AND INDEMNITY.** The Tenant will maintain, at Tenant's expense, a policy of insurance insuring the Tenant and the Landlord against all liability occasioned by or arising out of or in connection with the occupancy of the interior of the Leased premises. Such policy to have limits of not less than \$500,000 for injury or death to any one person, \$1,000,000 for any one accident and \$50,000 for fire and/or property damage. The property has a fire sprinkler system throughout the building. Tenant shall additionally maintain, at Tenant's expense, a policy of insurance insuring against any damage arising from the leakage of or malfunction of the fire sprinkler system. Such insurance policies shall be for the benefit of Landlord and Tenant as their interest may appear thereon naming Landlord as an "Additional Insured" shall be at no cost to Landlord. **Further, Tenant shall furnish Landlord a Certificate of said insurance evidencing that such policy(ies) are in effect as required by the terms hereof.** Said policy shall be maintained with an insurance company authorized to do business in the state of Oklahoma and otherwise reasonably satisfactory to the Landlord.

Tenant further agrees to indemnify Landlord from any and all damages to the contents of any portion of the building herein leased, and from any action, claim or injuries arising from the maintenance, operation or use by Tenant, its employees, customers or invitees of the premises by any person, or for any condition existing on said premises under the control of Tenant or which condition is the responsibility of Tenant. In any suit or action for damages arising from alleged negligence of Tenant in which Landlord is included as a defendant, Tenant will assume all the burdens, costs and expenses of the defense thereof, including attorney's fees, and the cost of settlement or judgment obtained against Landlord by reason thereof. Landlord agrees to indemnify the Tenant from any action, claim or injures arising from the exterior conditions, common elements or structural parts of said building and property.

16. **DESTRUCTION.** In the event said premises are damaged, partially destroyed or rendered partially unfit for their accustomed uses by fire, tornado, or any other casualty, Landlord shall at its expense, promptly restore the premises to substantially the condition in which they were immediately prior to such casualty. From the date of such casualty until said premises are restored, rent shall abate in such proportion as the part of said premises thus destroyed or rendered unfit bears to the total premises. In the event the premises are totally destroyed or rendered wholly unfit for their accustomed uses by any casualty, Landlord may, at its option, elect to restore said premises at its expense to substantially the condition they were in prior to such casualty. If Landlord does not commence such restoration within three (3) months after such casualty, this lease shall terminate and Tenant shall be liable for rent only to the time of the casualty. The premises shall be deemed totally destroyed if the cost of restoration exceeds 50% of the fair market value of the improvements thereon prior to such casualty. Tenant shall receive pro rata refund of any sum paid in advance for the period during which the premises are unfit for use.

17. **DEFAULT.** If Tenant vacates or abandons said premises or defaults in the payment of the rent reserved or any installation thereof, or breaches any of the covenants herein, and if such default or breach continues for ten (10) days after written notice thereof, Landlord may, at its option, terminate this lease or without such termination enter said premises, remove Tenant's property there from, and re-let the same for the account of the Tenant for such rent and upon such terms as may be satisfactory to Landlord, without such re-entry working a forfeiture of past or future rents to be paid or the covenants to be performed by Tenant during the full term hereof. In any event, Tenant shall pay any rent deficiency, each month thereafter, during the balance of the term hereof.

18. **LIEN.** All property of Tenant, in or upon said premises, whether or not exempt from execution, shall be subject to a lien for payment of the rent reserved and for any damages arising from any breach by Tenant of any of the covenants herein. If default is made in the payment of any installment of the rent, or any part thereof, and if such default continues for ten (10) days after written notice thereof to Tenant, Landlord may take possession of said property of Tenant, or any part thereof, and sell it at public or private sale, with or without auction, to the highest bidder for cash, and apply the proceeds of said sale first toward the cost of sale and then toward said debt or damages, any remainder to paid to Tenant. In the event it becomes necessary for Landlord to take legal action for the enforcement of any obligation imposed upon Tenant by this Lease, Tenant will bear all of the costs and expenses of such auction, including reasonable attorney's fees.

19. **WAIVER AND NOTICE.** Any assent, expressed or implied, by Landlord to any breach of any covenant or condition herein shall operate as such only in the specific instance and shall not be as assent or waiver thereof generally or of any subsequent breach thereof. The various rights, powers, elections and remedies of Landlord contained herein are cumulative and now one of them shall be exclusive of others or of

Landlord _____

Tenant _____

any allowed law. No right shall be exhausted by being exercised on one or more occasions. Time is of the essence hereof. Where provision is made herein for notice of any kind, it shall be deemed sufficient, if such notice is to Tenant, if addressed to Tenant at the leased premises; and if to Landlord, if addressed to Landlord at the address shown in Lease. Such notice shall be given by registered mail with postage prepaid. The provision contained herein, including any additional provisions, are the complete terms of the Lease, and no alterations or modifications of said terms shall be binding unless signed by both parties. For the purposes hereof, notice addresses shall be:

Landlord:

L & M, LLC
c/o First Commercial Management, Inc.
3719 North Portland
Oklahoma City, Oklahoma 73112

Tenant:

Arturo Adame

20. **SUITABILITY.** Tenant acknowledges that neither Landlord nor any agent of Landlord had made any representation or warranty with respect to the premises or the suitability of the Premises for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises except as provided in this Lease. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises were at such time in satisfactory condition unless within fifteen (15) days after such date Tenant shall give Landlord written notice specifying in reasonable detail the respects in which the Premises or the building were not in satisfactory condition. By execution hereto, Tenant and Landlord acknowledge that they have investigated all representation of agents, and as such agents shall be relieved of all liability for future claims.

21. **PROHIBITED USES.** Tenant shall not use said premises for any use other than that which is specific in this Lease, and shall not permit them to be used, for any other purposes, without first obtaining with written consent of Landlord. Tenant shall promptly and continuously comply with all laws, orders, and regulations of the State, County, and City affecting the use, occupation, safety, and cleanliness of the premises and the equipment of Tenant.

Tenant may not display or sell items or allow carts, portable signs, devices or any other objects to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises, any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

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 or affect any fire or other insurance upon the premises or any building of which the Premises may be a part or any of its contents, nor shall Tenant sell or permit any articles to be kept, used or sold in or about the Premises, which may be prohibited by a standard form policy of fire insurance. If Landlord's insurance premium is increased as a result of Tenant's business operation, Tenant agrees to pay said increase.

In the event premises represent a section of a larger building, Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other Tenants or occupants of the building of which the Premises may be a part or injure or annoy them, or use or allow the premises to be used for any unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on, or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises. Tenant shall keep the Premises in a clean and wholesome condition, free of any objectionable noises, odors or nuisances.

22. **TERMINATION.** Landlord may show the premises to prospective Tenants at any reasonable hour during the last sixty (60) days of the term hereof. This Lease shall not be deemed renewed except upon written agreement to that effect. Tenant agrees that it will without notice, deliver possession of said premises to Landlord upon the expiration of the term hereof. In the event Tenant remains in possession of said premises after the expiration of the Lease, without executing a new Lease, Tenant shall be deemed to occupy the premises as a Tenant from month-to-month, subject to all the terms herein insofar as they are applicable to such a tenancy.

Landlord _____

Tenant _____

23. WAIVER OF SUBROGATION. Landlord releases and discharges Tenant from all liability which may rise out of the loss or destruction by fire or other casualty of the leased premises caused by the act or omission of Tenant or its agents. Tenant releases and discharges Landlord from all liability which may arise out of the loss or destruction by fire or other casualty of any property of Tenant which may be located upon the premises, caused by the act or omission of Landlord or its agents. Each of the parties agrees to give notice of this provision to all companies which issue a policy of fire insurance upon the premises, fixtures or contents.

24. CONDEMNATION. If during the term of this Lease more than forty percent (40%) of the parking lot and/or building should be taken by eminent domain or condemnation for public or quasi-public use, or by private purchase in lieu thereof, this Lease shall terminate upon the election of either party by giving written notice to the other party within sixty (60) days after the taking of possession by the condemning authority. All funds derived from condemnation proceeding shall be paid direct to Landlord, and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for loss of business, fixtures or moving. If such a separate award is made to Tenant.

25. DAMAGE TO PROPERTY. Tenant shall bear all risks of damage to the equipment, fixtures, furnishings, inventory, and supplies located on and situated in said leased premises and shall maintain adequate insurance thereof for his own protection and as a result thereof Landlord is relieved absolutely of any liability thereof, including, but not limited to, damages to any such property caused by gas, water, smoke, rain or snow, which may leak into, issue or form from any part of said building of which the leased premises are a part, or from pipes or plumbing work of said buildings, or from any other place.

26. INTEREST ON PAST OBLIGATION. Except as expressly herein provided, any amount not paid to Landlord when due shall bear interest at eighteen percent (18%) per annum from the due date. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

27. CORPORATE AUTHORITY. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that they are duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with the By-Laws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms.

28. INABILITY TO PERFORM. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of strike, labor trouble, acts of God or any other cause beyond the reasonable control of such party (financial inability excepted), and such party is otherwise without fault, then performance of such act shall be excused for the period of the delay, provided that the foregoing shall not excuse Tenant from the prompt payment of any rental or other charge required of Tenant hereunder otherwise specifically so stated in this Lease.

29. BINDING EFFECT. The covenants, terms, conditions, and agreements herein contained shall extend to and be binding upon the respective heirs, trustees, successors, executors, administrators, and assigns of the parties.

30. COMPLETE AGREEMENT. The covenants and conditions herein contained, together with any exhibits and addendums attached, are the full and complete terms of this Lease agreement, and no alterations, amendments, or modifications of the same shall be binding, unless first reduced to writing and signed by both parties.

BROKERAGE. It is understood and agreed by Landlord and Tenant that in accordance with Oklahoma Broker Relationships Act, **Carey-Hughes Realty Advisors, Inc.** are real estate licensees in the State of Oklahoma and provided services to Landlord and Tenant in this Lease transaction as a Transaction Broker.

Landlord and Tenant each warrant prior to the signing of this Lease that each was duly notified **Carey-Hughes Realty Advisors, Inc** would be providing services as a Transaction Broker in this lease transaction and by the signing of this Lease and the attached Confirmation of Disclosure of Broker Relationship, each acknowledges **Carey-Hughes Realty Advisors, Inc.** provided services as a Transaction Broker. Tenant warrants and represents that Tenant has not dealt with any other brokerage company other than **Carey-Hughes Realty Advisors, Inc.** It is further understood and agreed that Landlord agrees to pay **Carey-Hughes Realty Advisors, Inc.** a real estate leasing commission of **Ten (10%) Percent** of the gross amount of this Lease and a real estate leasing commission of **Six (6%) Percent** of the gross amount on any renewals or extensions thereof.

Landlord _____

Tenant _____

32. The submission of this Lease for examination does not constitute a reservation of or option for the premises, and this Lease become effective as a lease only upon execution and delivery thereof by Landlord and Tenant.

33. UTILITIES. Tenant agrees to pay for all water, gas, power and electric current and all other utilities supplies to the Premises. If any utilities are not separately metered, then the rates charged to Tenant shall not exceed those of the local public utility company if its services were furnished directly to Tenant, and shall not be less than its pro rata share of any jointly metered service as reasonably determined by Landlord. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Premises, and as such failure or interruption shall not entitle Tenant to terminate this lease.

34. COMMON AREA EXPENSES. Tenant's space is part of a larger complex and therefore Tenant shall contribute to Landlord's cost of providing services for and the maintenance the common areas of the complex including, but not limited to, water, parking lot maintenance, exterior lighting, landscaping, snow/ice removal and the labor to perform such services. Tenant shall pay to Landlord, in addition to Tenant's base monthly rent, the sum of **00 Dollars (\$00.00)** per month during the term of the Lease as Tenant's share of such expenses. **In lieu of a common area fixed cost, it shall be the Tenant's responsibility to clean the property parking lot daily to keep it clean of trash, glass and/or other debris and to keep the property mowed. In the event Tenant fails to do so, Landlord shall have the area cleaned and/or mowed and the Tenant shall reimburse the Landlord immediately.**

35. HOLDING OVER. In the event that Tenant remains in possession of the Premises after the expiration of this Lease and without execution of a new lease, it shall be deemed to be occupying the premises as a tenant from month-to-month, subject to all of the conditions, provisions and obligations of this Lease except that the term shall be from month-to-month and that Minimum Rental shall be 150% of the last month's Minimum Rental.

36. REAL ESTATE TAXES. During the term of this Lease, Landlord shall pay and discharge all ad valorem, special assessment, or other taxes levied or assessed against the Premises, or any part thereof. Tenant shall pay all such taxes assessed against personal property of Tenant located on the Premises. In addition, Tenant shall, during the term of this Lease, reimburse Landlord for the Tenant's proportionate share of increases in the real estate taxes assessed on the real estate in excess of real estate taxes paid in the **Base Year of 2012**, which shall be retained as the Base Year throughout the term of this Lease and any renewals or extensions hereof. Proportionate share is based on the relationship of the square footage of Tenant's Premises to the total area of the building. Tenant shall pay when due all taxes and assessments levied directly against Tenant including taxes on Tenant's personal property located in the Premises.

37. OPTIONS TO RENEW. This Lease shall renew at the following rents if the Tenant is not in default under the Lease agreement at the time the option is exercised. The option to renew can only be exercised if there are no uncured defaults, which includes, but is not limited to non-payment of rent, non-payment of late charges or CAM charges or taxes, unauthorized use of the property, or anything else that constitutes a breach of the Lease.

Tenant must notify Landlord with written notice 60 days prior to SEPTEMBER 30, 2014, that Tenant is exercising Tenant's option to renew. The Tenant's right to exercise this option to renew expires effective AUGUST 1, 2014 and again annually on the respective three years which follow.

Renewal Options: Three, one (1) year options to renew at the following annual rates: LESSEE agrees to pay LESSOR as rental for the above described property, the sum of Twenty One Thousand Six Hundred & NO/100 (\$ 21,600.00), payable \$ 1,800.00 per month, October 1, 2014 through September 30, 2015; and the sum of Twenty One Thousand Six Hundred & NO/100 (\$ 21,600.00), payable \$ 1,800.00 per month, October 1, 2015 through September 30, 2016; and the sum of Twenty One Thousand Six Hundred & NO/10 (\$21,600.00), payable \$ 1,800.00 per month, October 1, 2016 through September 30, 2017, on or before the first day of each month during the term of this Lease. The Common Area expense shall be the same amount during these three (1) year option to renew periods.

38. IMPROVEMENTS. Tenant accepts the Premises in their "As Is, Where Is" condition. Landlord is to provide specified items, if any, as noted on that attached Exhibit "A". Any improvements to the Premises will be at Tenant's expense (unless as noted on Exhibit "A.") and all plans and specifications shall be provided to Landlord for Landlord's review and approval before construction commencement. All permits and licenses will be at Tenant's expense. All contractors must be approved by Landlord.

Landlord _____

Tenant _____

LANDLORD:

L & M, LLC

TENANT:

ARTURO ADAME

By: _____
Lisa Tei, Managing Member

By: _____
Arturo Adame

GUARANTY

In consideration of **MLKS, Inc.**, whose address is **c/o FIRST COMMERCIAL MANAGEMENT, INC., 3719 N. Portland, OKLAHOMA CITY, OKLAHOMA 73112**, (hereinafter referred to as "Landlord") entering into that certain Lease Agreement with ARTURO ADAME (hereinafter referred to as "Tenant") dated AUGUST 8, 2013, for premises located at **1933 North MacArthur Blvd., Oklahoma City, OK 73127**, the undersigned do hereby guarantee to Landlord performance in full by Tenant of all of Tenant's obligations, including payment of rentals as contained in said Lease referred to and all damages and expenses that may arise in consequence of any default by Tenant which Tenant is obligated under the Lease to pay, all reasonable attorneys' fees incurred by Landlord resulting from any such default which Tenant is obligated under the Lease to pay and/or by the enforcement of this Guaranty, subject only to such defenses and rights as Tenant may have.

This Guaranty shall be enforceable against the undersigned, their successors and assigns without the necessity for any suit of legal proceedings on Landlord's part as against Tenant, its successors and assigns. The validity of this Guaranty and the obligations of the undersigned hereunder shall in no way be terminated, affected or impaired by reason of the assertion of the failure to assert any of the rights or remedies reserved to Landlord pursuant to the provisions of said Lease.

This Guaranty shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected by: (a) any amendment, or modification of, or supplement to, the Lease, or any assignment or transfer thereof except to the extent in writing and signed by Landlord; (b) any exercise of any right, power, remedy or waiver, consent, extension or renewal modification or any change in any of the terms, covenants, conditions or provisions of the Lease or any other assignment of or transfer thereof except to the extent in writing and signed by Landlord; (c) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding relating to Tenant, its successors and assigns or their properties or creditors; (d) any limitation of the liability of obligation of the Tenant under the Lease or its estate in bankruptcy or of any remedy for the enforcement thereof any of which result from the operation of any present or future provision of the National Bankruptcy Act or other statute, or from the decision of any court in connection with such statute; or (e) any transfer by Tenant or any assignment of its interest under the Lease whether or not the undersigned shall have notice of knowledge of any of the foregoing except to the extent in writing and signed by Landlord or as otherwise permitted under the Lease.

As a condition precedent to the obligation of the undersigned, Landlord shall notify the undersigned of any and all demands made upon Tenant to perform the terms and conditions of said Lease and mail copies of any and all complaints and papers filed on any action against Tenant by certified letter, addressed to the undersigned at the address(es) given below within ten (10) days after such demand is made upon Tenant or other complaints and papers are served upon Tenant. In addition and as an additional condition precedent to the obligations of the undersigned, the undersigned shall receive written modification of all amendments, extensions or other changes which are made to the Lease within ten (10) days after execution and delivery of the same.

Dated this _____ day of _____, 2013.

Guarantor' Signature: _____

Guarantor's Name: Arturo Adame

Social Security Number: _____ - _____ - _____

Home Address: _____

Home and Work Phone: 405. _____ 405. _____ 405. _____
Home Work Mobile

Landlord _____

Tenant _____

EXHIBIT "A"

1) None, "AS IS"

EXHIBIT “B”

The following equipment remains the property of the Landlord but is included in the Lease and Tenant may use and care for and maintain the equipment at Tenant’s sole expense:

- 1) Walk-in Refrigerator
- 2) Walk-in Freezer
- 3) 3 Compartment Stainless Steel Sink
- 4) Mop Stainless Steel Sink
- 5) Hand Stainless Steel Sink
- 6) Stainless Steel Hood Vent

EXHIBIT "C"

1) **None**