

THE STATE OF California

COUNTY OF Madera

LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease") made and entered into this 1st day of September 2022, by and between Boyd & Janet Stevens, ("Lessor") and Manoah Boutard ("Lessee").

WITNESSETH:

1. **Premises.** Lessor hereby rents and leases to Lessee the following described real property and/or space together with the right of access thereto, all improvements thereto as of the above date or placed, constructed, or erected during the term of this Lease and all easements affecting the same (hereinafter called "Premises"), to-wit:
 - 1.1. An approximately 2500 square feet building together with the real estate parcel on which the building is located and any appurtenances, as described in Exhibit "A" attached hereto and incorporated herein (the "[Site Plan/Legal Description]"), located at: 40120 CA-41, Suite J, Oakhurst, CA 93644.
 - 1.2. The right to reserve 4 parking spaces designated in front of premises and one additional by rear door. Also the right to tow if necessary in accordance with CVC 22685. Parking for retail sales per county ordinance. (Madera County Municipal Code 18.102.040)
2. **Term.** Lease shall commence on the date of the full execution hereof (the "Lease Date"), notwithstanding the fact that Lessee's obligation to pay the Rent due hereunder shall not commence until the Rent Commencement Date (defined below). Lessor shall tender possession of the Premises to Lessee on the effective time and date of the closing of the Transaction (the "Delivery Date").
 - 2.1. This Lease shall continue for a term ending at midnight on the last day of the month that is sixty (60) months after the Rent Commencement Date (including any properly exercised options, as provided for below, "Term").
 - 2.2. Lessee shall have the option to renew this Lease for 2 consecutive 5 year periods (each an "Option Period") under the same terms and conditions, provided Lessee exercises each such option on or before sixty (60) days prior to the expiration of this Lease, or previous option period, as applicable with letter of intent.
 - 2.3. The Premises shall be deemed not to be delivered if (w) Lessor has not provided Lessee with keys or lock combinations for all doors or gates securing the Premises, (x) Lessee cannot obtain all utilities to the Premises within a commercially reasonable period by request to the appropriate utility service provider unless such failure is due to the fault of Lessee, (y) the Premises are in the possession of any third party claiming a right of possession through the Lessor, or (z) the Premises are not free of trash, debris or personal property of the Lessor or any third party. Lessee shall have the right to terminate this Lease if Lessee is unable to obtain a Certificate of Occupancy or is otherwise prevented from opening for business in the Premises, unless such failure is due to the fault of Lessee. Lessee and Lessor shall confirm the Delivery Date and expiration date of this Lease in writing, Lessor and Lessee shall execute a "Lease Confirmation Certificate", in similar form and substance as that attached hereto as Exhibit "B", on the Delivery Date. Failure to execute a Lease Confirmation Certificate shall not alter the Rent Commencement Date

or Lease termination date, and such dates shall be established, in the absence of an executed Lease Confirmation Certificate, by the date that Lessee actually takes delivery of the Premises.

3. **Rent.** During the Term of this Lease, Lessee shall pay to Lessor at Lessor's address such monthly rents as described below, payable on the first business day of each and every month during the Term of this Lease, except as provided for below ("Rent"). Rent shall commence one (1) days after the date that the Lessor delivers possession of the Premises to the Lessee in accordance with Section 2 (the "Rent Commencement Date"). Rent for any partial month of this Lease shall be prorated.

BASE RENT SCHEDULE:

Lease Year one (1):	\$2300.00 per month
Lease Year two (2):	\$2350.00 per month
Lease Year three (3):	\$2400.00 per month
Lease Year four (4):	\$2450.00 per month
Lease Year five (5):	\$2500.00 per month
Option Year six (6):	\$2550.00 per month
Option Year seven (6):	\$2600.00 per month
Option Year eight (8):	\$2650.00 per month
Option Year nine (9):	\$2700.00 per month
Option Year ten (10):	\$2750.00 per month
Option Year eleven (11):	\$2800.00 per month
Option Year twelve (12):	\$2850.00 per month
Option Year thirteen (13):	\$2900.00 per month
Option Year fourteen (14):	\$2950.00 per month
Option Year fifteen (15):	\$3000.00 per month

- 3.1. The phrase "Lease Year", as used herein shall, for the first Lease Year, mean the period from the Rent Commencement Date through the last day of the twelfth full calendar month immediately following the Rent Commencement Date; and thereafter, "Lease Year" shall mean each successive twelve calendar month period following the expiration of the first Lease Year.

- 3.2. Lessor agrees to accept Rent from Lessee via electronic account deposit, payment by e-check or paper check sent USPS no later than the 1st of each month. Lessor shall provide Lessee with a fully completed ACH rent deposit application to facilitate electronic payment upon the execution and delivery of this Lease. Lessor should deliver the ACH rent deposit application prior to the Rent Commencement Date to ensure prompt payment of the first month's Rent. The first month's Rent payment shall not be deemed past due until Lessor has returned the completed ACH rent deposit application to Lessee

or Lessee and Lessor mutually agree to alternative Rent payment arrangements. Rent or other payments will be deemed paid on time if received by Lessor or Lessor's agent on or before the payment due date regardless of the address to which the Rent or other payment is sent and received.

4. **Real Estate Taxes, Insurance and CAM.** All property casualty insurance, real property taxes and Lessor's maintenance obligations, including any increase in the same, are included in the Rent amounts set forth above and shall be paid by Lessor without further reimbursement by Lessee. Lessee shall be responsible for any ad valorem taxes or personal property taxes on its inventory, equipment or Trade Fixtures located in the Premises.
5. **Lessor's Work.** This Lease is contingent upon Lessor completing Lessor's work prior to the Delivery Date. The term "Lessor's Work" shall mean the following: [NONE].
6. **Use.** The Premises shall be used for retail sales, gift shop and jewelry sales, creation and repair and for any other lawful purpose permitted by local zoning laws (the "Use"). Lessee shall not make or allow any unlawful use, or use that is dangerous to life or property, or use that creates a public or private nuisance. So long as Lessee complies with all terms and provisions of this Lease, Lessee shall have the right of peaceful, quiet and uninterrupted possession, use and enjoyment of the Premises.
7. **Public Accessibility.** Lessee's intended use of the Premises includes a retail area which may be deemed a commercial facility open to the general public under Title III of the Americans with Disabilities Act of 1990, as amended from time to time or superseding State or local legislation (as amended and/or superseded, "ADA"). Lessor will take all measures necessary to ensure that the restrooms, the exterior of the Premises, the structure of the Premises, and access thereto, will comply, at all times during the Term, with the ADA. Lessee shall be responsible for the ADA compliance of the interior of the Premises with respect to any improvements or alterations made to or fixtures installed in the Premises by Lessee.

CALIFORNIA ADA REQUIREMENT

California law requires that any lease of commercial property executed on or after January 1, 2017, must state the following:

"A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

8. **Premises Representations.** Lessor represents and warrants that as of the Delivery Date: (i) the Premises are in good condition and repair; (ii) that all electrical, plumbing, heating, ventilating, air conditioning, water heating and sprinkler (if any) systems and all fixtures, components and equipment in and serving the Premises are in good condition and in proper working order; (iii) that the Premises shall comply with all present and applicable Federal, State and local environmental, safety, health, public accommodation, zoning and building laws, codes, ordinances, rules, regulations ("Applicable Codes"); and (iv) that, to the best of

Lessor's knowledge, Lessee's intended use of the Premises as retail sales, gift shop and jewelry sales, creation and repair is permitted under Applicable Codes as of the date of the full execution hereof. If the Premises are or are later alleged to violate Applicable Codes due to conditions in existence on the Delivery Date or because of conditions not related to Lessee's use of the Premises, it shall be Lessor's responsibility, at Lessor's sole cost, to resolve such violation and/or bring the Premises into compliance therewith.

9. **Lessee's Maintenance.** During the Term hereof, Lessee shall, at Lessee's sole cost and expense:

9.1. As to the exterior of the Premises, (i) repair (but not replace, except if damaged by Lessee or its employees, agents, invitees or contractors) exit doors and exit signs; and (ii) replace broken door and window glass. Lessor acknowledges that Lessee is self-insured for plate glass damage.

9.2. As to the interior of the Premises, (i) clean and maintain floors, partitions and walls; and (ii) perform routine maintenance and repair of the minor component parts of the electrical, plumbing, heating, ventilating, air conditioning, water heating, and, if any, sprinkler systems, fixtures and equipment. "Minor component parts" shall mean items such as fuses, thermostats, filters, belts, faucets, sprinkler heads, etc. Lessee shall protect such systems, fixtures and equipment against freezing and damage due to Lessee's neglect and shall routinely perform preventative maintenance. *Lessee's repair responsibility of minor component parts of the electrical, plumbing, heating, ventilating, air conditioning, water heating, and, if any, sprinkler systems, fixtures and equipment will not exceed \$1,000.00 per calendar year.*

9.3. Lessee shall maintain the Premises in conformance with all legal requirements relating to the interior of the Premises required solely by reason of Lessee's use and occupancy of the Premises.

10. **Lessor's Repairs and Maintenance.** During the Term hereof, Lessor shall, at Lessor's sole cost and expense:

10.1. Maintain in good order and repair, and in a clean, safe and operable condition the roof, exterior walls, structural supports, foundations, and underground utility lines serving the Premises and repave as needed the parking areas and driveways.

10.2. Repair the major component parts and replace, if necessary, the electrical, plumbing, heating, ventilating/air conditioning, water heating, and, if any, sprinkler systems, when necessary for the operation thereof *and perform any required repairs to the minor component parts of the electrical, plumbing, heating, ventilating, air conditioning, water heating, and, if any, sprinkler systems, fixtures, and equipment in excess of \$1,000.00 per calendar year.*

10.3. Maintain the structure and exterior of the Premises in conformance with all legal requirements, excepting only the maintenance obligations of Lessee provided above.

11. **Alterations.** Lessee shall not, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, make or cause any single addition, alteration or improvement to the Premises which exceeds the total cost of \$10,000. Notwithstanding the foregoing, Lessee shall not make or cause any alterations, improvements, or additions in or to the Premises that would affect the roof or structural systems of the building in which the Premises are located. Interior painting or redecoration shall not require Lessor's consent. These alterations shall be deemed consented to by the Lessor, and Lessee shall not be required to restore the Premises to original condition at the end of the Lease Term but may return the Premises in its altered condition after removal of Lessee's Trade Fixtures.

12. **Hold Harmless.** Lessee shall be liable to and shall hold Lessor harmless for damage or injury to Lessee or its employees or anyone else while on the Premises if such damage or injury is due to acts or negligence of Lessee, or arises out of Lessee's use and/or occupancy of the Premises, unless such damage or injury is due to the negligence or willful misconduct of Lessor, or Lessor's failure to comply with the maintenance obligations of Lessor under this Lease. This Section 12 shall survive the expiration or earlier termination of this Lease.
13. **Assignment and Subletting.** Lessee may, with the consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed, assign this Lease for any unexpired term or sublet the Premises or any part thereof, and this Lease shall continue in full force and effect. Any such sublessee or assignee must fully comply with all of the terms and conditions hereof. Lessee, unless released in writing by Lessor, shall be responsible for performance of the obligations and covenants of this Lease notwithstanding any assignment or subletting. Subject to the preceding sentence, consent of Lessor is not required when sublessee or assignee is a subsidiary, a joint-venture, or entity controlled by Lessee, so long as any such sublessee or assignee shall fully comply with all of the terms and conditions hereof.
14. **Damage or Destruction.** If the Premises are totally destroyed (or, in Lessee's reasonable opinion, so substantially damaged as to be untenable for use as intended) by storm, fire, earthquake or other casualty, and the damage cannot be repaired so that the Premises are rendered tenantable within ninety (90) days after such damage, this Lease shall terminate as of the date of such destruction or damage, and Rent shall be accounted for as between Lessor and Lessee as of the date of such damage or destruction.
 - 14.1. If the Premises are damaged but not rendered wholly untenable, and the damage can be repaired in ninety (90) days, Rent shall abate in proportion to the area of the Premises damaged to such area immediately before such damage, and Lessor shall restore the Premises to substantially the condition as they existed immediately prior to such damage or destruction within said time period, whereupon rent in full shall recommence. Should the Lessor fail or refuse to fully repair the Premises within said ninety (90) days, Lessee may terminate this Lease.
 - 14.2. Lessor's obligation under this Lease to repair or restore shall be limited to restoring the structural portions of the Premises and shall not include repairs or the restoration of Lessee's Trade Fixtures or other alterations made by Lessee in or upon the Premises.
15. **Eminent Domain.** If the Premises or any portion is taken by a condemning authority under the right of eminent domain so as to render the same or remaining portion thereof untenable for Lessee's occupancy and intended use, then either party may terminate this Lease as of the date of such taking. Upon such termination, both parties shall be relieved of any obligation hereunder.
 - 15.1. If a portion of the Premises is taken by eminent domain and the Premises, in Lessee's reasonable opinion, remains tenantable for Lessee's use as intended, this Lease shall continue in full force, except that Rent shall be reduced in proportion to the amount that the square footage taken bears to the total square footage of the Premises prior to such taking. Lessor shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to the Premises to constitute the portion of the Premises not taken a complete architectural unit.
 - 15.2. Lessor and Lessee agree to equitably allocate any award between Lessor and Lessee. Lessee shall be entitled to receive the value of Lessee's leasehold interest and compensation for Lessee's Trade Fixtures installed on the Premises by Lessee at Lessee's expense and Lessee's moving and relocation expenses.
16. **Insurance; Waiver of Subrogation.**

- 16.1. Commencing on the **Delivery Date** and until the termination or earlier expiration of this Lease, Lessee shall obtain and maintain with a nationally recognized carrier, a policy of public liability insurance insuring against claims for personal injury, death and property damage occurring in or about the Premises or arising out of Lessee's use and occupancy of the Premises, such insurance to afford protection to the minimum limits of \$2,000,000.00 in respect of injury to or death of any number of persons arising out of any one occurrence; and \$100,000.00 in respect of any instance of property damage. Such insurance may be by a blanket comprehensive general liability policy. The policy above described shall name Lessor as an additional insured. At Lessor's request, Lessee shall deliver to Lessor certificates of such insurance. The insurance limits provided above may be satisfied by a follow form umbrella policy.
- 16.2. Commencing on the **Delivery Date** and until the termination or earlier expiration of this Lease, **Lessor** shall obtain and maintain a policy of fire and extended coverage insuring against casualties in such amounts as the Lessor deems necessary. Lessee shall **not be required to** reimburse the Lessor for the cost of such insurance.
- 16.3. Commencing on the **Delivery Date** and until the termination or earlier expiration of this Lease, Lessee shall obtain and maintain a policy of insurance covering Lessee's property and assets in the Premises, including Trade Fixtures, which shall be kept at Lessee's sole risk, and Lessee holds Lessor harmless from and waives any and all claims against Lessor with respect to damage to or loss of same.
- 16.4. Neither Lessor nor Lessee shall be liable to the other, or to anyone claiming under or through Lessor or Lessee against the other, for any loss or damage resulting from fire or water or the risks covered by any extended coverage endorsement to any fire insurance policy or real property casualty insurance policy regardless of cost or origin. The foregoing provision shall not be effective, however, if it invalidates any such fire insurance policies or extended coverage endorsements. Lessor shall obtain insurance containing a waiver of subrogation against Lessee provision.
17. **Personal Property, Trade Fixtures, and Trade Dress.** Lessee shall retain all right and title to Lessee's personal property, trade fixtures, machinery, equipment, signs and other apparatus now or hereafter located on the Premises (collectively, the "**Trade Fixtures**"). Provided that Lessee is not in default hereunder, Lessee may, prior to the expiration of this Lease or any renewal, remove all such Trade Fixtures that it has placed in the Premises and Lessee shall repair all damage caused by the removal of same.
18. **Utilities.** Lessee shall pay all bills for water, gas, electricity, fuel, light, heat, power and sewer caused or used by Lessee for Lessee's use and occupancy of the Premises. All such utility services shall be separately metered in respect of the Premises and contracted for in Lessee's own name, and Lessor shall pay for all charges and fees for the installation of separate meters for utility services serving the Premises.
 - 18.1. Neither the interruption nor cessation of utility services ("**Utilities Stop**") shall render the Lessor liable in any respect. If a Utilities Stop prevents Lessee from operating its business in the Premises in any material respect and if such utility services are not restored within three (3) days of such Utilities Stop, then the Rent shall abate until such services are restored. If utility services are not restored within thirty (30) days of a Utilities Stop, Lessee shall have the right to terminate this Lease. Notwithstanding the foregoing, Rent shall not abate nor shall Lessee terminate this Lease due to a Utilities Stop caused by a general outage due to weather or other general conditions or to any Utilities Stop caused by Lessee.

19. **Lessor's Access.** With prior written notice (minimum 24 hours), except in case of an emergency in which event no notice shall be required, Lessor may at all reasonable times during normal business hours enter to view the Premises to make repairs and replacements or show Premises to persons who may wish to buy the same or, within thirty (30) days of the end of the Term, to show the Premises to any persons who may wish to lease the same and to place a "for lease" or "for sale" sign on the Premises.
20. **Lessee Default.** If Lessee shall (a) fail, for ten (10) days or more after written notice by Lessor to Lessee, to pay Rent, or any part thereof, or any other charges coming due; (b) fail to perform, for thirty (30) days after written notice by Lessor to Lessee, any other term or condition of this Lease provided such failure can be cured within such thirty (30) day period, and if not, if Lessee has not within such thirty (30) day period commenced a cure and diligently prosecuted same to conclusion within ninety (90) days of the foregoing notice, (c) be declared bankrupt or insolvent according to law, (d) make an assignment for the benefit of creditors, or (e) in the event of an appointment by any court of a receiver or other court officer of Lessee's property, cause such receivership to not be dismissed within thirty (30) days from such appointment, then any of the foregoing shall be an event of default ("Event of Default") hereunder.
- 20.1. If an Event of Default shall occur, Lessor may immediately, or thereafter, without notice or demand, enter into and upon the Premises, or any part thereof, and repossess the same and expel the Lessee and those claiming under it and remove their effects, and thereupon this Lease shall terminate. Any and all rights, remedies and options in this Lease to Lessor shall be cumulative and in addition to, without waiver of or in derogation of, any right or remedy given to it under any law now or thereafter in effect.
- 20.2. Any termination hereunder shall not prejudice any legal remedy that otherwise may be used by Lessor for any arrearage of Rent or for any other material breach of the terms and covenants of this Lease. Any rents due by default and accelerated hereunder shall be reduced to present value. Lessor shall have a duty to mitigate damages. Lessor agrees to credit Lessee for rents collected from another tenant in the Premises.
21. **Lessor Default.** If (a) Lessor shall breach any warranty or fail to perform any covenant required to be performed by Lessor under this Lease and such breach or failure shall continue for a period of thirty (30) days after receipt by Lessor of written notice from Lessee, (b) Lessor shall fail to pay any sums due to Lessee, and such failure shall continue for a period of ten (10) days after receipt by Lessor of written notice from Lessee, or (c) there is an emergency of which Lessee has given Lessor notice and that threatens persons or property located within the Premises, then in addition to Lessee's other rights set forth elsewhere in this Lease, at law or in equity, Lessee may cure any such default or breach of warranty of Lessor, and perform any covenants which Lessor has failed to perform (only to the extent reasonably necessary to cure such default), and any reasonable sums expended by Lessee in curing such default or breach of warranty and performing such covenants shall be paid by Lessor to Lessee immediately upon demand and may be offset by Lessee against future rentals.
22. **Lessor's Authority.** Lessor covenants and warrants that Lessor has good title to the Premises and the full right and lawful authority to enter into this Lease for the full Term described, and that except for any existing mortgage, the Premises are free and clear of all contracts, leases, liens; restrictions and encumbrances that might disturb Lessee's business or use of the Premises.
23. **Lessee's Authority.** Lessee covenants and warrants that Lessee has the requisite power and authority to enter into and execute this Lease and to perform the obligations hereunder, and the persons executing this Lease have the requisite power and authority to do so.

24. **Estoppels.** This Lease does not restrict or limit Lessor's right to mortgage or transfer its interest in said Premises, provided that Lessee shall have the right to remain in the Premises under this Lease as long as Lessee is in compliance with the terms of this Lease. Lessee agrees to execute customary certificates of estoppel and/or attornments upon the reasonable request of Lessor or other appropriate entities not more than once in any twelve (12) month period, subject to execution of a non-disturbance agreement whereby Lessor's lender shall agree that Lessee's possession of the Premises, as set forth in this Lease, shall not be disturbed if Lessee is not in default. Lessee has the first right of refusal of any alterations to existing terms and conditions and its extensions as state in lease as long as lessee is not in default of this lease.
25. **Notices.** Any required notice shall be in writing and delivered in person or sent by United States certified mail postage prepaid or by nationally recognized overnight courier to the address of Lessor or Lessee on the signature page of this Lease. Notices shall be effective upon receipt or delivery or refusal of receipt or delivery by the party to whom such communication is addressed.
26. **Time.** Time is of the essence with respect to each date or time specified in this Lease.
27. **Applicable Law.** This Lease shall be governed by, and construed according to, the laws of the state in which the Premises are located.
28. **Relationship.** This Lease shall create the relationship of lessor and lessee between Lessor and Lessee, only.
29. **Holdover.** If Lessee shall remain in possession of all or any part of the Premises after the expiration of the Term or termination of this Lease, then Lessee shall be deemed a Lessee of the Premises from month-to-month, cancelable upon thirty (30) days written notice, at the same Rent provided herein and except with respect to the month-to-month terms specified above, subject to all of the terms and provisions hereof.
30. **Termination.** At the termination of this Lease, Lessee shall surrender the Premises in good condition and repair, reasonable wear and tear, obsolescence and casualty excepted. Lessee shall not be deemed in possession of the Premises solely for the reason that Lessee fails to return keys, fails to remove property from the Premises, and/or fails to repair damage to the Premises. If Lessee fails to return keys to the Lessor at the end of the Lease term, Lessor's sole remedy will be collection from Lessee of a fifty dollar (\$50.00) rekeying fee. If Lessee fails to remove personal property from the Premises after written notice to Lessee to remove such property, Lessor's sole remedy will be to collect from Lessee Lessor's reasonable cost to remove and dispose of such property pursuant to the applicable laws. If Lessee fails to leave the Premises in the required condition, Lessor may elect to repair the Premises itself and collect the cost of such repairs from Lessee or allow Lessee reasonable time to make the repairs, but neither the Lease nor Lessee's tenancy shall be extended for repairs.
31. **Attorneys' Fees.** In the event either party sues the other under the terms of this Lease, the prevailing party shall be entitled to the reimbursement by the losing party of its reasonable attorneys' fees.
32. **Definitions.** Unless otherwise stated, the term (a) "Lessor" shall include Lessor's, heirs, representatives, successors, and assigns in title to the Premises; and (b) "Lessee" shall include Lessee, its successors and, if this Lease is assigned or the Premises sublet, Lessee's assignees and sublessees. "Lessor" and "Lessee" shall include male and female, singular and plural, individual, partnership or corporation as may fit the particular parties.
33. **Broker's Fees.** Lessor and Lessee each represent and warrant to the other that it was not represented by a broker or agent in this transaction. Lessor and Lessee shall indemnify each other from the claims of any other agents or brokers claiming by or through the Lessor or

Lessee, respectively. This Section 33 shall survive the expiration or earlier termination of this Lease.

34. **Signage.** Lessee may, at Lessee's expense, place its standard sign, as provided for in Exhibit "C", on the exterior of the Premises, subject to Applicable Codes. Lessee may replace such sign from time to time with its then current standard sign type.
35. **Waiver.** Any waiver by either party of any provision of this Lease shall not imply a subsequent waiver of that or any other provision, and any failure to enforce strict performance of any provision of this Lease shall not be construed as a waiver or relinquishment to enforce strict performance in respect to such provision on any future occasion.
36. **Severability.** If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to person or circumstances other than those held invalid or unenforceable, shall not be affected, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
37. **Headings.** The captions or titles used throughout this Lease are for reference and convenience only and shall in no way define, limit or describe the scope or intent of this Lease. Words of any neuter gender used in this Lease shall be held to include both the masculine and feminine gender and words in the singular number shall be held to include the plural, and vice versa.
38. **Successors and Assigns.** Nothing in this Lease shall in any manner restrict Lessor's right to assign or encumber this Lease in its sole discretion, and it is further agreed, anything to the contrary notwithstanding, that if Lessor conveys its interest in the Premises, Lessor shall be relieved of all further obligations hereunder. Lessor or its successors or assigns will provide written notice to Lessee of any such transfer.
39. **Entire and Binding Agreement.** This Lease, including the exhibits hereto, contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. None of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto. Further, this Lease shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties.
40. **OFAC Compliance.** Each party shall take any actions that may be required to comply with the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administered by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, or any other laws, regulations, executive orders or government programs designed to combat terrorism or money laundering, if applicable, with respect to the Lease. Each party represents and warrants to the other party it is not named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury.
41. **Confidentiality.** Lessor and Lessee agree that the terms of this Lease are confidential and constitute proprietary information of the parties hereto. Each party agrees that it shall not disclose the terms and conditions of this Lease to any other person without the prior written consent of the other party hereto except disclosure to its (or its affiliates) respective directors, principals, officers, employees, advisors, agents, lenders and consultants to the extent necessary to perform its obligations under this Lease Agreement or as otherwise required by law or by court order.

[SIGNATURE PAGE ATTACHED HERETO]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and Lessee and Lessor have caused this Lease Agreement for 40120 CA-41 Suite J, Oakhurst, CA 93644 to be executed by its duly authorized officers and affixed its corporate seals, the day and year first above written.

LESSOR:

NAME: Boyd and Janet Stevens

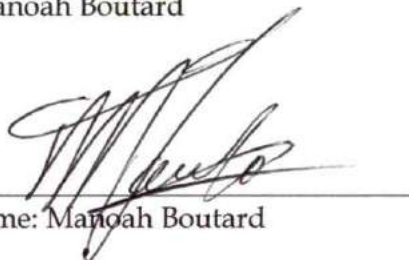
By: 
Name: Boyd Stevens

By: 
Name: Janet Stevens

Notice Address: 6880 Brighton St., Summerset, SD 57718
Telephone: 559-658-1442 or 1441
Email: oaknapa@netptc.net

LESSEE:

NAME: Manoah Boutard

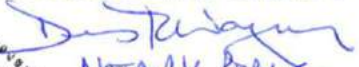
By: 
Name: Manoah Boutard

Notice Address: PO Box 3743, Oakhurst, CA 93644
Telephone: 541-420-0664 or 559-692-9747
Email: mb@yourpersonalgoldsmith.com

STATE OF SOUTH DAKOTA
COUNTY OF PENNINGTON

ON THIS 29TH DAY OF AUGUST, 2022
BEFORE ME PERSONALLY APPEARED
BOYD STRATTON STEVENS AND JANET RAE STEVENS
KNOWN TO ME TO BE THE PERSONS WHO ARE
DESCRIBED IN AND WHO EXECUTED THE
WITHIN INSTRUMENT AND ACKNOWLEDGED
TO ME THAT THEY EXECUTED THE SAME.




NOTARY PUBLIC
EXPIRY 4-11-2025

LEASE CONFIRMATION CERTIFICATE

This LEASE CONFIRMATION CERTIFICATE is executed as of this 1st day of September, 2022, by and between Boyd and Janet Stevens, Owners of/Building ("Lessor") and Manoah Boutard ("Lessee").

WITNESSETH:
WHEREAS, on 1st day of September 2022, Lessor and Lessee entered into that certain Lease Agreement (the "Lease") for the lease of that certain space located in the City of Oakhurst, County of Madera, State of California, and being more particularly described in the Lease. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Lease.

WHEREAS, pursuant to the Lease, the parties have agreed to execute a written statement (the "Lease Confirmation Certificate") setting forth the Lease Date, Rent Commencement Date, and exact address of the Premises, and

NOW, THEREFORE, Lessee and Lessor hereby state as follows:

Lease Date:

9/1/2022

Delivery Date:

9/1/2022

Rent Commencement Date:

9/1/2022

Lease Expiration Date:

9/31/2027

Address of Premises:

40120 Hwy 41, Suite J, Oakhurst, CA 93644

In no event is this Lease Confirmation Certificate intended to modify any substantive provision of the Lease, and in the event of a conflict between the terms of the Lease and this Lease Confirmation Certificate, the terms of the Lease shall control.

While Lease is in force, if owner sells or transfers interests in said premises, the current terms of lease and extensions will be in force as long as Lessee is in compliance with the terms of this Lease.

This Lease Confirmation Certificate may be executed in several counterparts, each of which may be deemed an original, and all such counterparts together shall constitute one and the same Lease Confirmation Certificate.

IN WITNESS WHEREOF, the parties have executed this Lease Confirmation Certificate as of the date and year first above written.

LESSOR:

Boyd & Janet Stevens


Title: Owners

LESSEE:

Manoah Boutard


Title: Lessee

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of MADERA

On 8-24-2022

before me, Laura S. Valdez Notary public

Date

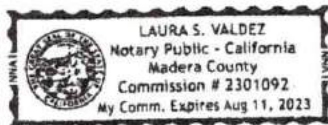
Here Insert Name and Title of the Officer

personally appeared

MANOAH BOUTARD

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Lease Confirmation Certificate

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____