

**THIRD AMENDMENT  
TO COMMERCIAL LEASE**

THIS THIRD AMENDMENT TO COMMERCIAL LEASE ("Third Amendment") is made this 28 day of March, 2019 (the "Effective Date", which shall be the date of full execution by both parties), by and between MERCER STREET HOLDINGS, LLC a Delaware limited liability company (collectively "Landlord"), as successor in interest to B.R. MIDLAND CENTER, LLC, a Delaware limited liability company, successor in interest to MIDLAND CAPITAL, LLC, an Oklahoma limited liability company, and RSSM, INC. ("Tenant"). Landlord and Tenant are sometimes hereinafter referred to as the "Parties" collectively or a "Party" individually.

**RECITALS**

This Third Amendment is made with reference to the following facts:

A. The parties entered into that certain Commercial Lease dated July 20, 2003, as amended by that certain First Amendment to Commercial Lease dated July 10, 2004 and an Assignment of Lease dated November 20, 2007, as amended by that certain Second Amendment to Commercial Lease dated January 5<sup>th</sup>, 2015 (collectively, hereinafter referred to as the "Lease"), covering certain commercial property located at 3315 N.W. Expressway, in Oklahoma City, Oklahoma (the "Premises") commonly known as Midland Center ("The Shopping Center").

B. Currently, the Term of the Lease was set to expire on July 31, 2019 and no options to extend the Term of the Lease remain.

C. The Parties now wish to amend the Lease upon the terms, covenants and conditions herein after set forth.

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, as the Effective Date the Parties agree as follows:

**AGREEMENT**

1. Recitals. The above Recitals are incorporated herein by reference.

2. Term. The Parties hereby extend the Term of the Lease for an additional five (5) year period commencing August 1, 2019 and expiring July 31, 2024 (the "Extended Term"), upon the same terms and conditions as set forth in the Lease unless otherwise modified herein. Base Rent with respect to the Extended Term shall be as set forth in Paragraph 3 below.

3. Base Rent. The Lease, its First Amendment and its Second Amendment are hereby extended to specify the following as Base Rent payments for the periods outline below:

<u>Period</u>	<u>Monthly Installments</u>	<u>Annual Rent</u>
<b>Extended Term:</b> 8/1/19 – 7/31/24	\$ 9,395.84	\$ 112,750.00

4. **Tenant Allowance.** Tenant to receive \$10 per square foot in tenant allowance to be used for upgrades and repairs to the space. Payment shall be made within 30 days of the work completion and submission to landlord of receipts and lien releases for the work.

5. **Miscellaneous.**

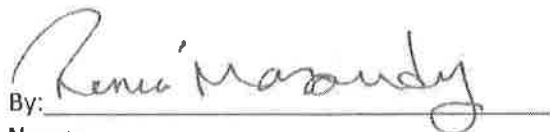
5.1 **Capitalized Terms/Definitions.** Each capitalized term used in this Third Amendment and not defined herein shall be deemed to have the same meaning ascribed to it in the Lease.

5.2 **Continuing Effect.** Except as specifically provided in this Third Amendment, the provisions of the Lease shall remain unchanged and in full force and effect. In the event of a conflict between the Lease and this Third Amendment, this Third Amendment shall control.

5.3 **Authority.** Each person executing this Third Amendment on behalf of a Party represents and warrants that it has the full power, authority, and legal right to execute and deliver this Third Amendment on behalf of such Party and this Third Amendment constitutes the legal, valid and binding obligations of such Party, its heirs, representatives, successors and assigns, enforceable against such Party or Parties in accordance with its terms.

5.4 **Counterparts.** To facilitate execution of this Third Amendment, this Third Amendment may be executed in one or more counterparts as may be convenient or required, and an executed copy of this Third Amendment delivered electronically by facsimile or e-mail shall have the effect of an original, executed instrument. All counterparts of this Third Amendment shall collectively constitute a single instrument; but, in making proof of this Third Amendment it shall not be necessary to produce or account for more than one such counterpart executed by each Party hereto. It shall not be necessary for the signature of, or on behalf of, each Party hereto, or that the signature of all persons required to bind such Party appear on each counterpart of this Third Amendment.

**TENANT:**  
**RRSM, INC.**

By: 

Name:

Title:

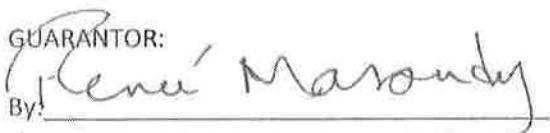
**LANDLORD:**  
**MERCER STREET HOLDINGS, LLC**  
**a Delaware limited liability company**

By: \_\_\_\_\_

Name:

Title:

**GUARANTOR:**

By: 

Name:

Title:

**SECOND AMENDMENT  
TO COMMERCIAL LEASE**

THIS SECOND AMENDMENT TO COMMERCIAL LEASE ("Second Amendment") is made this 5<sup>th</sup> day of January, 2014 (the "Effective Date," which shall be the date of full execution by both parties), by and between B.R. MIDLAND CENTER LLC, a Delaware limited liability company (collectively "Landlord"), as successor in interest to MIDLAND CAPITAL, LLC, an Oklahoma limited liability company, and RSSM, INC. ("Tenant"). Landlord and Tenant are sometimes hereinafter referred to as the "Parties" collectively or a "Party" individually.

RECITALS

This Second Amendment is made with reference to the following facts:

A. The Parties entered into that certain Commercial Lease dated July 20, 2003, as amended by that certain First Amendment to Commercial Lease dated July 10, 2004 and an Assignment of Lease dated November 20, 2007 (collectively, hereinafter referred to as the "Lease"), covering certain commercial property located at 3315 N.W. Expressway, in Oklahoma City, Oklahoma (the "Premises") commonly known as Midland Center ("The Shopping Center").

B. Currently, the Term of the Lease was set to expire on July 31, 2014 and no options to extend the Term of the Lease remain.

C. The Parties now wish to amend the Lease upon the terms, covenants and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, as of the Effective Date the Parties agree as follows:

AGREEMENT

1. Recitals. The above Recitals are incorporated herein by reference.
2. Term. The Parties hereby extend the Term of the Lease for an additional five (5) year period commencing on August 1, 2014 and expiring on July 31, 2019 (the "Extended Term"), upon the same terms and conditions as set forth in the Lease unless otherwise modified herein. Base Rent with respect to the Extended Term shall be as set forth in Paragraph 3 below.
3. Base Rent. The Lease and its First Amendment are hereby amended to specify the following as Base Rent payments for the periods outlined below:

<u>Period</u>	<u>Monthly Installment</u>	<u>Annual Rent</u>
<u>Extended Term:</u>		
(08/01/2014 - 07/31/2017)	\$8,034.58	\$96,414.96
(08/01/2017 - 07/31/2019)	\$8,765.00	\$105,180.00

4. Additional Rent. Commencing upon execution of this Second Amendment Tenant shall make twelve (12) monthly payments of \$680.69 a month totaling \$8,168.24. These monthly payments shall be applied towards the outstanding balance that is owed for the 2013 Common Area Maintenance reconciliation shortfall.

5. Miscellaneous.

5.1 Capitalized Terms/Definitions. Each capitalized term used in this Second Amendment and not defined herein shall be deemed to have the same meaning ascribed to it in the Lease.

5.2 Continuing Effect. Except as specifically provided in this Second Amendment, the provisions of the Lease shall remain unchanged and in full force and effect. In the event of a conflict between the Lease and this Second Amendment, this Second Amendment shall control.

5.3 Authority. Each person executing this Second Amendment on behalf of a Party represents and warrants that it has the full power, authority, and legal right to execute and deliver this Second Amendment on behalf of such Party and that this Second Amendment constitutes the legal, valid and binding obligations of such Party, its heirs, representatives, successors and assigns, enforceable against such Party or Parties in accordance with its terms.

5.4 Counterparts. To facilitate execution of this Second Amendment, this Second Amendment may be executed in one or more counterparts as may be convenient or required, and an executed copy of this Second Amendment delivered electronically by facsimile or e-mail shall have the effect of an original, executed instrument. All counterparts of this Second Amendment shall collectively constitute a single instrument; but, in making proof of this Second Amendment it shall not be necessary to produce or account for more than one such counterpart executed by each Party hereto. It shall not be necessary for the signature of, or on behalf of, each Party hereto, or that the signature of all persons required to bind any such Party appear on each counterpart of this Second Amendment.

5.5 No Construction Against Draftsman. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any provision of this Second Amendment or that such provisions have been drafted on behalf of said Party.

IN WITNESS WHEREOF, the Parties have duly executed this Second Amendment effective as of the day and year set forth above.

TENANT:

RSSM, INC.  
an Oklahoma Corporation

By: Reihaneh Masoudy  
Name: REIHANEH MASOUDY  
Its: President

LANDLORD:

B.R. MIDLAND CENTER, LLC, a Delaware  
limited liability company

By: [Signature]  
Name: Bernard Rosenson  
Its: Manager

GUARANTOR:

By: Reihaneh Masoudy  
Name: REIHANEH MASOUDY  
Its: President/manager

GUARANTOR:

By: \_\_\_\_\_  
Name:  
Its:

June 8, 2009

B.R. Midland Center, LLC  
c/o CB Richard Ellis | Oklahoma  
3315 A. NW Expressway  
Oklahoma City, OK 73112

RE: RSSM, INC DBA BEVERLY'S  
Midland Center  
Oklahoma City, OK

Dear Sirs:

The certain Assignment of Lease dated November 20, 2007, between Majid Heldari, and individual, (the "Assignor") and RSSM, Inc. an Oklahoma Corporation, (the "Assignee") to that certain Lease Agreement between Assignor, as Tenant, and B.R. Midland Center, LLC, a Delaware limited liability company, successor in interest to Midland Capital, LLC, an Oklahoma limited liability company, as Landlord, dated July 20, 2003 and amended July 10, 2004 (the "Lease") for the above referenced property will expire on July 31, 2009. The lease provides for a renewal option for an additional five (5) year term; the option will take place automatically unless ninety (90) days prior to July 31, 2009 Assignee notifies Landlord otherwise.

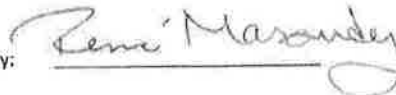
Although the Lease does not require formal notice, this letter is to advise you the Assignee will allow the renewal option to take effect, thereby extending the Lease for the period from August 1, 2009 to July 31, 2014.

On behalf of Assignee this letter is also to advise that it is not the intention of Assignee to waive any rights that it has or may have pursuant to the Lease and any amendments or modifications thereto, whether or not Assignee has insisted on strict compliance in the past. Assignee does not waive but expressly reserves any and all rights in the Lease and any amendments or modifications thereto, and intends to rely on the exact terms and conditions of the Lease referenced above and any written amendments or modifications thereto.

Should you have any questions concerning this matter, please direct them to my attention

RSSM, Inc. and Oklahoma Corporation

By:



ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, Majid Hiedari, an individual, (the "Assignor"), as of this 20<sup>th</sup> day of November, 2007 (the "Effective Date"), does hereby assign, transfer and set over to RSSM, Inc an Oklahoma Corporation, (the "Assignee"), all of the Assignor's rights, title, interest and obligations in and to that certain Lease Agreement between Assignor, as Tenant, and B.R. Midland Center, LLC, a Delaware limited liability company, successor in interest to Midland Capital, LLC, an Oklahoma limited liability company, as Landlord, dated July 20, 2003 and amended July 10, 2004 (the "Lease"), which covers the therein described leased premises.

The Assignor represents and warrants that: (i) the Assignor has full power and authority to assign the Lease and the Assignor's rights and obligations arising thereunder; (ii) there are no defaults, set-offs or counterclaims existing thereunder; and (iii) the Assignor has executed no prior assignment thereof. The Assignor hereby indemnifies, defends and holds the Assignee harmless from and against any and all costs, claims, liabilities, or expenses arising directly or indirectly under the Lease prior to the Effective Date.

The Assignor shall guarantee this assigned lease for the remainder of the lease term (through July 31, 2019). This guaranty shall not be affected by Landlord's failure or delay to enforce any of its rights. If Assignee defaults under the Lease, Landlord can proceed immediately against Guarantor or Assignee, or both, or Landlord can enforce against Guarantor or Assignee, or both, any rights that it has under the Lease, or pursuant to applicable laws. If the Lease terminates and Landlord has any rights it can enforce against Assignee after termination, Landlord can enforce those rights against Guarantor without giving previous notice to Assignee or Guarantor, or without making any demand on either of them.

Except as otherwise set forth herein, this Assignment will inure to the benefit of the successors and assigns of the Assignee and will bind the Assignor's successors and assigns.

IN WITNESS WHEREOF, this Assignment of Lease is executed and delivered as of the Effective Date.

**Majid Hiedari**  
Assignor / Guarantor

By: \_\_\_\_\_

*Majid Hiedari*

**LANDLORD'S CONSENT TO ASSIGNMENT OF LEASE**


The Landlord hereby consents to the Assignor's assignment and the Assignee's assumption of the Lease on the terms set forth herein. The Assignor shall not be released and shall remain liable for all covenants, conditions and obligations arising under the Lease after the Effective Date.

The Landlord hereby confirms that, as of the Effective Date, the Lease remains in full force and effect, and that the Assignor is not in default under any of the terms or provisions of the Lease.

IN WITNESS WHEREOF, the Landlord has duly executed and delivered this Consent to Assignment of Lease as of the Effective Date.

**B.R. Midland Center, LLC**  
**a Delaware limited liability company**  
**Landlord**

By: Santa Clarita Property, LLC,  
a California limited liability company

By:   
Bernard Rosenson, Manager



**ASSUMPTION OF LEASE**

In consideration of the foregoing Assignment, the Assignee, as of the Effective Date, agrees to be bound by, approves of and accepts all rights, privileges, covenants, conditions and obligations created by or otherwise described in the Lease, to the same extent as if the Assignee were the named Tenant in the Lease. The Assignee hereby indemnifies, defends and holds the Assignor harmless from and against any and all costs, claims, liabilities, or expenses arising directly or indirectly under the Lease as of the Effective Date.

IN WITNESS WHEREOF, the Assignee has duly executed and delivered this Assumption of Lease as of the Effective Date.

**RSSM, Inc**  
Assignee

Renee Masoudy

**NOTICE ADDRESS:**

10628 admiral CT  
OKC, OK 73162

Fire Department Report 3/11/15  
states Renee Masoudy's  
address is:

15808 Brenton Hills Ave  
Edmond, OK 73013

FIRST AMENDMENT TO LEASE

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This FIRST AMENDMENT TO LEASE is made and entered into this 10<sup>th</sup> day of July, 2004, by and between MIDLAND CAPITAL, LLC, an Oklahoma limited liability company ("Lessor") and MAJID HIEDARI ("Lessee").

- (i) Lessor and Lessee are parties to a certain Lease dated July 20, 2003
- (ii) Lessor and Lessee desire to amend the Lease in certain respects.

NOW THEREFORE, in consideration of the foregoing and other fair and valuable considerations, the receipt and adequacy of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. It is agreed that the Premises contain 4510 square feet and the rentable area of the entire shopping center is 41,893 square feet. The Premises is then (10.77%) of the entire shopping center.
2. Lessee agrees to pay Rent for the Premises at a monthly rent of \$7,304.17 payable on the 5<sup>th</sup> day of each month. Adding \$1,200 a month for estimated tax, insurance and CAM, the total payment to Landlord will be  $7,304.17 + 1,200 = \$8,504.17$ . This rent is fixed during the first five years.
3. The payments start on July 17<sup>th</sup>, 2004 which will pro-rate for 13 days to the end of July, 2004. The next payments are due on the fifth of every month. The payment for July, 2004 will be  $(\$8,504.17/30) \times 13 = \$3,685.14$
4. It is further agreed that the payment for July, 2004 will be splitted to the months of August to December of 2004. Therefore, the first payment is due on August 5<sup>th</sup>, 2004 for the amount of  $\$8,504.17 + \$3,685.14/5 = \$9,241.17$ . This payment will be from August to December of 2004.
5. During the second five years, the base rent will be \$8,034.58. Adding the estimated cost of tax, insurance and CAM of \$1,200, the total payment to the Landlord will be estimated at \$9,234.58.
6. During the third five years, the base rent will be \$8,765.00. Adding the estimated cost of tax, insurance and CAM of \$1,200, the total payment to the Landlord will be estimated at \$9,965.00.

EXECUTED AND DELIVERED as of the day and year first above written.

MIDLAND CAPITAL, L.L.C.  
An Oklahoma limited liability company

  
Fariborz Mazaheri, Manager

MAJID HIEDARI  
("Lessee")

  
Majid Hiedari

# MADISON'S PANCAKE HOUSE

Payment Due Date	Amount (\$)	Payment Due Date	Amount (\$)
August 5, 2004	9,241.17	July 5, 2008	8,504.17
September 5, 2004	9,241.17	August 5, 2008	8,504.17
October 5, 2004	9,241.17	September 5, 2008	8,504.17
November 5, 2004	9,241.17	October 5, 2008	8,504.17
December 5, 2004	9,241.17	November 5, 2008	8,504.17
January 5, 2005	8,504.17	December 5, 2008	8,504.17
February 5, 2005	8,504.17	January 5, 2009	8,504.17
March 5, 2005	8,504.17	February 5, 2009	8,504.17
April 5, 2005	8,504.17	March 5, 2009	8,504.17
May 5, 2005	8,504.17	April 5, 2009	8,504.17
June 5, 2005	8,504.17	May 5, 2009	8,504.17
July 5, 2005	8,504.17	June 5, 2009	8,504.17
August 5, 2005	8,504.17	July 5, 2009	8,504.17
September 5, 2005	8,504.17	August 5, 2009	9,234.58
October 5, 2005	8,504.17	September 5, 2009	9,234.58
November 5, 2005	8,504.17	October 5, 2009	9,234.58
December 5, 2005	8,504.17	November 5, 2009	9,234.58
January 5, 2006	8,504.17	December 5, 2009	9,234.58
February 5, 2006	8,504.17	January 5, 2010	9,234.58
March 5, 2006	8,504.17	February 5, 2010	9,234.58
April 5, 2006	8,504.17	March 5, 2010	9,234.58
May 5, 2006	8,504.17	April 5, 2010	9,234.58
June 5, 2006	8,504.17	May 5, 2010	9,234.58
July 5, 2006	8,504.17	June 5, 2010	9,234.58
August 5, 2006	8,504.17	July 5, 2010	9,234.58
September 5, 2006	8,504.17	August 5, 2010	9,234.58
October 5, 2006	8,504.17	September 5, 2010	9,234.58
November 5, 2006	8,504.17	October 5, 2010	9,234.58
December 5, 2006	8,504.17	November 5, 2010	9,234.58
January 5, 2007	8,504.17	December 5, 2010	9,234.58
February 5, 2007	8,504.17	January 5, 2011	9,234.58
March 5, 2007	8,504.17	February 5, 2011	9,234.58
April 5, 2007	8,504.17	March 5, 2011	9,234.58
May 5, 2007	8,504.17	April 5, 2011	9,234.58
June 5, 2007	8,504.17	May 5, 2011	9,234.58
July 5, 2007	8,504.17	June 5, 2011	9,234.58
August 5, 2007	8,504.17	July 5, 2011	9,234.58
September 5, 2007	8,504.17	August 5, 2011	9,234.58
October 5, 2007	8,504.17	September 5, 2011	9,234.58
November 5, 2007	8,504.17	October 5, 2011	9,234.58
December 5, 2007	8,504.17	November 5, 2011	9,234.58
January 5, 2008	8,504.17	December 5, 2011	9,234.58
February 5, 2008	8,504.17	January 5, 2012	9,234.58
March 5, 2008	8,504.17	February 5, 2012	9,234.58
April 5, 2008	8,504.17	March 5, 2012	9,234.58
May 5, 2008	8,504.17	April 5, 2012	9,234.58
June 5, 2008	8,504.17	May 5, 2012	9,234.58

## MADISON'S PANCAKE HOUSE

Payment Due Date	Amount (\$)	Payment Due Date	Amount (\$)
June 5, 2012	9,234.58	May 5, 2016	9,965.00
July 5, 2012	9,234.58	June 5, 2016	9,965.00
August 5, 2012	9,234.58	July 5, 2016	9,965.00
September 5, 2012	9,234.58	August 5, 2016	9,965.00
October 5, 2012	9,234.58	September 5, 2016	9,965.00
November 5, 2012	9,234.58	October 5, 2016	9,965.00
December 5, 2012	9,234.58	November 5, 2016	9,965.00
January 5, 2013	9,234.58	December 5, 2016	9,965.00
February 5, 2013	9,234.58	January 5, 2017	9,965.00
March 5, 2013	9,234.58	February 5, 2017	9,965.00
April 5, 2013	9,234.58	March 5, 2017	9,965.00
May 5, 2013	9,234.58	April 5, 2017	9,965.00
June 5, 2013	9,234.58	May 5, 2017	9,965.00
July 5, 2013	9,234.58	June 5, 2017	9,965.00
August 5, 2013	9,234.58	July 5, 2017	9,965.00
September 5, 2013	9,234.58	August 5, 2017	9,965.00
October 5, 2013	9,234.58	September 5, 2017	9,965.00
November 5, 2013	9,234.58	October 5, 2017	9,965.00
December 5, 2013	9,234.58	November 5, 2017	9,965.00
January 5, 2014	9,234.58	December 5, 2017	9,965.00
February 5, 2014	9,234.58	January 5, 2018	9,965.00
March 5, 2014	9,234.58	February 5, 2018	9,965.00
April 5, 2014	9,234.58	March 5, 2018	9,965.00
May 5, 2014	9,234.58	April 5, 2018	9,965.00
June 5, 2014	9,234.58	May 5, 2018	9,965.00
July 5, 2014	9,234.58	June 5, 2018	9,965.00
August 5, 2014	9,965.00	July 5, 2018	9,965.00
September 5, 2014	9,965.00	August 5, 2018	9,965.00
October 5, 2014	9,965.00	September 5, 2018	9,965.00
November 5, 2014	9,965.00	October 5, 2018	9,965.00
December 5, 2014	9,965.00	November 5, 2018	9,965.00
January 5, 2015	9,965.00	December 5, 2018	9,965.00
February 5, 2015	9,965.00	January 5, 2019	9,965.00
March 5, 2015	9,965.00	February 5, 2019	9,965.00
April 5, 2015	9,965.00	March 5, 2019	9,965.00
May 5, 2015	9,965.00	April 5, 2019	9,965.00
June 5, 2015	9,965.00	May 5, 2019	9,965.00
July 5, 2015	9,965.00	June 5, 2019	9,965.00
August 5, 2015	9,965.00	July 5, 2019	9,965.00
September 5, 2015	9,965.00		
October 5, 2015	9,965.00		
November 5, 2015	9,965.00		
December 5, 2015	9,965.00		
January 5, 2016	9,965.00		
February 5, 2016	9,965.00		
March 5, 2016	9,965.00		
April 5, 2016	9,965.00		

**LEASE AGREEMENT**

This Lease Agreement (this "Lease"), entered into effective the 20<sup>th</sup> day of July, 2003, by and between MIDLAND CAPITAL, L.L.C., an Oklahoma limited liability company, ("Lessor"), and MAJID HIEDARI ("Lessee").

**1. DEFINITIONS**

The following terms used in this Lease shall have the meanings indicated:

- 1.1 **Base Rent**--All sums payable by Tenant pursuant to paragraph 3.a of this Lease.
- 1.2 **Building**--The building having a street address of 3315 N.W. Expressway, Oklahoma City, Oklahoma (formerly known as Furniture Max). The square feet of building is about 4,000 square feet.
- 1.3 **Commencement Date**—The date the City approves the parking requirements specified in article 35.
- 1.4 **Expiration Date**—As defined in Article 2.
- 1.5 **Landlord**—Midland Capital, LLC, and its successors and assigns.
- 1.5 **Lease**--This Restaurant Lease Agreement, as the same may be amended or supplemented by written agreement.
- 1.6 **Legal Requirements**--All laws, ordinances, rules, regulations, codes, requirements, orders and judgments of all federal, state, municipal and other local governmental agencies, departments, courts, and other authorities applicable to, or having jurisdiction over, the Premises or the use thereof, and all covenants, conditions, restrictions, and the terms of any easements applicable to the Project.
- 1.7 **Premises**— Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor approximately 4,000 square feet situated at 3315 N.W. Expressway, Oklahoma City, Oklahoma previously known as Furniture Max (located on the east side of Office Max), and more specifically described on attached Exhibit "A" (the "Land") and any and all improvements located on the Land, including, without limitation, the building, parking area, lighting and landscaping (collectively the "Improvements"), (the Land and the Improvements, together, the "Premises").
- 1.8 **Real Property Taxes**--All real and personal property ad valorem taxes, assessments, special assessments, and other fees, taxes or charges now or hereafter imposed by any federal, state, county, municipal or other local governmental authority or assessment district against the Project or any legal or equitable interest of Landlord

therein or any personal property of Landlord used in the operation of the Project, whether now or hereafter imposed, whether or not now customary or in the contemplation of the parties on the date of this Lease.

**1.9 Rent**--The Base Rent and any additional sums payable by Tenant hereunder.

**1.10 Tenant**—Majid Hiedari, and its permitted successors, assigns and sublessees. Social Security 441-86-1592, Date of Birth 2/25/1959. Residence of the tenant is at 5801 Seminole Court, Warr Acres, Oklahoma 73132.

**1.11 Term**--The term of Tenant's right to use and occupy the Premises under the provisions of this Lease as determined in accordance with Article 2, subject to the provisions of this Lease regarding termination.

## **2. Term.**

**a. Initial Term.** The initial term of this Lease shall run and extend for five (5) years and three (4) months (the "Initial Term") commencing on the date according to article 35.

**b. Renewal Options.** Lessee has the option to extend the term of this Lease for one (2) additional terms of five years (5) years (individually, the "Renewal Term," together with the Initial Term, the "Term"), upon the same terms and conditions, except rent, as provided in the Initial Term, provided, Lessee notifies Lessor in writing of its intention to extend the Term at least ninety (90) days prior to the expiration of the then expiring term, and such written notice shall serve as an amendment to this Lease thereby extending the Term, without the execution of any further document.

## **3. Rental.**

**a. Rent.** Lessee agrees to pay rent for the Premises (the "Rent") during each Lease Year of the first five years of the term at an annual rate of Eighty Thousand Dollars (\$80,000), in equal monthly installments of Six Thousand and Six Hundred and Sixty Seven and 00/100 dollars (\$6,667.00) Dollars payable on the first day of each month. During the second five years of the lease, the rent will increase to \$88,000 per year or \$7333.00 a month (\$22.00 a square feet). During the third five years of the lease, the rent will increase to \$24.00 a square feet. The lease is a NNN Lease. Tenant agrees to pay an additional \$1,200 a month to cover the additional cost of insurance and real estate taxes. If Insurance and real estate taxes are less than the average of \$1,200 per month, then the difference will be credited to the tenant by the end of each calendar year. If insurance and real estate taxes exceeds \$1,200 per month. Then the lessee will pay the lessor the additional difference.

**b. Payment.** Rent shall be made payable to MIDLAND CAPITAL, L.L.C., P. O. Box 720360, Oklahoma City, Oklahoma 73172-0360. If rent is not paid in full by the tenth (10th) day of each month, Lessee agrees to pay an administrative charge of ten (10%) percent of the unpaid amount.

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attached Exhibit "B" setting forth (i) the Commencement Date of the Lease and (ii) the Rent to be paid during the Initial Term.

**5. Use.** The Premises shall be used for the purpose of a Restaurant and no other. Lessee agrees not to use premises for any illegal purposes or violate any regulation of any governmental body, deed restrictions, rules, regulations and guidelines promulgated under any covenants, conditions and restrictions or any design guidelines. Lessee shall not create any nuisance or trespass to others.

**6. Taxes.** Lessee shall pay as additional Rent its pro-rated share of all real estate property taxes which may be levied or assessed by any lawful authority against the Land and Improvements. Lessee's pro-rated share shall be based upon the ratio of the square feet of Premises to the total number of square feet in the entire shopping center. It is agreed that the Premises contain 4,000 square feet, and the rentable area of the entire shopping center is 41,986 square feet. The Premises is then  $4,000/41,986 = 9.6\%$  percent of the entire shopping center.

**7. Insurance.**

**a.** Lessor will, at all times, have and maintain adequate fire and extended casualty coverage insurance on the building which constitutes the Improvements. It is understood and agreed that such insurance shall cover only the building structure itself Lessee shall pay as additional Rent its pro-rated share of the cost of such fire and extended casualty coverage insurance. Lessee's pro-rated share shall be determined as outlined in the previous Paragraph 6.

**b.** Lessee shall carry at its own expense and pay all premiums for insurance to cover its personal property, trade fixtures and merchandise contained within the Premises. Lessee will also carry and keep in force a policy of comprehensive public liability insurance, including property damages, with respect to the Premises. This policy shall provide at least the following limits: bodily injury \$1,000,000.00 each person, \$1,000,000.00 each occurrence with \$3,000,000 aggregate and property damage \$800,000.00 each occurrence. In addition to the Lessee, the policy shall also name Lessor as an additional insured at the cost to the Lessee. Lessee shall, upon demand, deliver to the Lessor from time to time a certificate or other evidence that this public liability insurance coverage is being maintained by the Lessee.

**c.** With regard to the insurance coverage to be maintained as set forth in 7(a) above, if the Lessee, by reason of its use of the Premises causes an increase in the insurance rates, Lessee will pay additional Rent to equal the amount of the increase in the rate caused by the Lessee's use. This amount shall be due and payable to the Lessor on the first day of the month immediately following any increase. In any such instance, however, the Lessee will be given the opportunity to eliminate the rate increase, if it is possible to do so, by complying with the recommendations of the Lessor, Lessor's agent, the insurance company, or any other authorized regulatory body.

**8. Common Area Maintenance Charges.** For each calendar month during the Term of this Lease, Lessee shall pay to Lessor, as additional Rent, its pro-rated share of the estimated cost of the "common area maintenance" annual charge for the total property of which the leased Premises is a part. Lessee's pro-rata share shall be based on the ratio

of the square feet of the leased premises to the total number of square feet in the entire shopping center as outlined in Paragraph 6, and shall be paid at the same time as monthly Rental payments are required to be paid hereunder. The "common area maintenance" shall include, but not be limited to, items such as: cleaning and sweeping, snow and ice removal, lighting, policing, repainting of parking area striping, watering and maintenance of landscaped areas, and decorating the common area. The cost of trash removal is not included in "common area maintenance" and such cost is Lessee's responsibility as provided in paragraph 20.

**9. Delays In Performance.** In any case where either Lessor or Lessee is required to do any act other than make a payment of money, delays caused by or resulting from an act of God, or civil commotion, fire or other casualty, labor difficulties, general shortages of labor, materials or equipment, governmental regulations or other causes beyond such party's reasonable control ("Force Majeure") shall not be counted in determining the time when the performance of such act must be completed, including, without limitation, the Commencement Date, whether such time be designated by a fixed time, a fixed period of time, or "a reasonable time". In any case where work is to be paid for out of insurance proceeds or condemnation awards, due allowances shall be made, both to the party required to perform such work and to the party required to make such payment, for delays in the collection of such proceeds and awards.

**10. Subletting and Assignments.** Lessee shall not assign or sublet all or any part of the Premises, except with the prior written consent of the Lessor, in its sole discretion. In the event of any assignment or sublease of the Premises, in whole or in part, Lessee shall remain responsible to Lessor under all terms of this Lease and any other lesser amount between the rent due under the terms of this Lease and any other lesser amount due under the provisions of any sublease or assignment.

**11. Examination of Premises.** Lessee agrees that it has examined and is familiar with the condition of the Premises and will accept the Premises in its present state of condition and repair unless otherwise agreed upon in this Lease.

**12. Possession.** Possession will be given at the time the City of Oklahoma City approves the parking stated in article 35.

**13. Alterations, Additions and Fixtures.**

**13.1 Landlord's Consent Required.** Tenant shall not, without Landlord's prior written consent, make or install any alterations, improvements, additions, fixtures or utility installations (collectively "alterations") in, on or about the Premises. Landlord's consent under this paragraph shall not be unreasonably withheld but may be conditioned upon Landlord's receipt of plans, permits, insurance and bonding information as Landlord shall reasonably require. Tenant cannot sell the business without written authorization and approval of the landlord.

**13.2 Ownership; Removal; Restoration.** All alterations and fixtures shall remain the property of Landlord. Tenant has no personal, equipments or trade fixtures associated with the restaurant. Tenant shall not remove any such trade fixtures,



machinery and equipment and other moveable personal property on, before or after the expiration or termination of the Term or any earlier termination of Tenant's right to possession. In case of default all personal, equipments, trade fixtures, business, seats, boots, tables, and any other items associated with the restaurant becomes the property of the lessor.

**14. Repairs by Lessor.** There is no obligation for the lessor to maintain the premises or make any kind of repairs..

**15. Repairs by Lessee.** The Lessee agrees to keep and maintain the Premises at its sole expense in a good state of condition and repair. The Lessee also agrees to keep all fixtures pertaining to the heating, air conditioning, ventilating, electrical, plumbing, roof, sprinkler system and exterior of the building in good order and repair at its sole expense. In the event Lessee fails to make any repairs required hereunder the Lessor shall have the right to make such repairs for the account of Lessee and the reasonable expense thereof shall be due as additional rental under this Lease.

The Lessee also agrees to redecorate, paint, and renovate the Premises as may be necessary to keep them in proper condition and good appearance. Sidewalks in front of the leased Premises are to be kept free and clear of debris and obstruction.

The Lessee agrees to return the Premises at the end of the Term in at least as good condition as Premises were when first leased, normal wear and tear to be expected.

**16. Handicapped Accessibility.** Lessee is responsible for compliance with any state or federal handicap accessibility requirements, including the requirements imposed on commercial establishments by the Americans With Disabilities Act of 1990, for the premises.

**17. Signs.** The Lessee may place or attach to the Premises signs or other such identification as needed after receiving written permission from the Lessor. Any signs or other form of identification allowed must conform to the specs designated for the shopping center by Lessor and to City or County ordinances governing at the time. Electrical hook up of the sign is the responsibility of the Lessee.

Any damage caused to the Premises by the Lessee's erecting or removing such signs will be repaired promptly by the Lessee at the Lessee's expense.

The Lessee also agrees to have any window or glass identification completely removed and cleaned at its expense promptly upon vacating the premises.

**18. Keys.** The Lessor will give Lessee at least one key to the premises at the beginning of this Lease. The Lessee agrees to account for all keys provided or duplicated and to return all keys to Lessor at once at the end of the Lease period. The Lessee agrees that the Lessor or his Agent may keep a master key or passkey to the premises in accordance with Paragraph 30 of this Lease.

**19. Personal Property.** All personal property moved into the Premises by the Lessee shall be at the risk of the Lessee or the owners of the personal property. The Lessee agrees that the Lessor shall not be liable for any damage, loss, or theft of personal property from any cause.

**20. Trash Removal.** The Lessee agrees to keep the entire premises clean at all times, both inside and out (to include parking areas) at its sole expense. Lessor does not warrant any public utility service for trash removal.

**21. Abandonment.** The Lessee agrees not to abandon or vacate the Premises during the Term of this Lease without the Lessor's prior written approval.

**22. Default.** The Lessee agrees to pay Rent at the time, in the amount, and in the manner as agreed upon in Paragraph 3 of this Lease. The Lessee also agrees that Rent shall be due at the specified time without any notice, bill, reminder, or demand from the Lessor or the Lessor's Agent.

It is mutually agreed that any one or more of the following enumerated events shall constitute and be referred to as "Default":

a. If the Lessee fails to pay Rent at the time, in the amount, and in the stated manner. Rent is due on the first of the month. There is a grace period of five days. Rent is late after the fifth of the month. If rent is late three times, the lease will be void.

b. If the Lessee fails to perform any of the terms or provisions of this Lease other than paying Rents when due, and fails to cure such default within the ten (10) working days after receiving written notice of default from the Lessor or the Lessor's Agent; or

c. If the Lessee is declared bankrupt or insolvent by judicial decree; or

d. If the Lessee takes the benefit of any federal reorganization or composition proceedings; or

e. If the Lessee makes a general assignment for benefit of creditors; or

f. If the Lessee's leasehold interest in this Lease is sold under any process or law; or

g. If a trustee in bankruptcy or a receiver is appointed or elected for the Lessee; or

h. If Lessee do any fraudulent act, or

i. If the Lessee abandons the Premises; or

j. If the Lessee does not operate by the standards acceptable to the lessor concerning any liability or health standards. In that case, lessor will give lessee a ten days notice to correct the situation and submit to the lessor an evidence to show that the problem is corrected, or

k. If any materialman's, mechanics, or other lien is filed against the leased Premises in connection with any improvements, alterations, or additions made by Lessee pursuant to Paragraph 13 of this Lease and the Lessee is responsible for the cost of the improvements, alterations, or additions but allows the lien or liens to stand against the leased Premises and does not secure the discharge of the property from such liens by filing an appropriate bond pursuant to applicable law. If Lessee does file a bond and elects to contest the liens, there shall be no default pending final determination of such disputed matter; then,

and in any of the above events, the Lessor at its option may at once terminate this Lease by giving written notice to the Lessee (Notice to terminate in any of the above events may also be given by the Lessor's attorney or agent)

Upon such Default by the Lessee, the Lessor or its Agents shall have the right to enter the Premises, by force if necessary without being liable for trespass, forcible entry or other tort, re-take possession of the Premises, remove all persons and personal property of the Lessee if the Lessor so desires, and to place a "For Rent" or "For Lease" sign in a public place where the sign would be most likely seen by the public.

In case of default all personal, equipments, trade fixtures, business, seats, boots, tables, and any other items associated with the restaurant becomes the property of the lessor. If such Default occurs under any of the above events, the Lessee agrees to grant to the Lessor a lien (in addition to any statutory lien or right to distress that may exist) on all of Lessee's personal property in or around the Premises to secure payment of rent and performance of other conditions of this Lease which are in default. Lessor at his option may take over all lessee's properties or attach a lien to lessee's properties inside or outside of the restaurant including any real estate or assets owned by lessee.

The Lessee also agrees to pay all attorneys' fees and the obligations of this Lease.

**23. Right of Re-Entry or to Declare Full Rental Due.** In the event of a Default by Lessee, Lessor, besides any other rights or remedies it may have, may at Lessor's option (a) declare the full rental for the entire term immediately due and payable without prejudice to any other remedies in law or equity available to Lessor, or (b) have the immediate right of re-entry and take possession of the Premises with the full right to recover from the Lessee all past due Rents and any and all damages, including attorney's fees as a result of the default. Lessor on re-entry may remove all persons and property into a public warehouse or elsewhere at the costs and for the account of the Lessee. Additionally, the Lessor shall be able to utilize all other rights and remedies available to Lessor under the laws of the State of Oklahoma.

**24. Right to Re-let.** In the event of Default by Lessee, Lessor may elect to re-enter the Premises and attempt to re-let. Lessor's only responsibility shall be to offer the Premises for rent and make the usual and normal efforts to re-let the Premises. Lessee shall be liable for any deficiency between the amount of the rental received, if any, and the amount which the Lessee is obligated to pay under this Lease for any other damages, including attorney's fees, suffered by Lessor.

**25. Right to Terminate.** In addition to Lessor's right to re-enter and re-let the Premises, Lessor may elect upon default to terminate this Lease immediately. In such event, this Lease shall be regarded as canceled as of the date the Lessor serves notice of Lessor's election to terminate this Lease. Lessee shall remain liable to Lessor for all rentals, charges and payments accrued to the time of such termination. Lessor's right to terminate this Lease is in lieu of and not in addition to any other rights or causes of action that Lessor may have against the Lessee because of a Default by the Lessee. If Lessor does not elect to terminate the Lease as above provided, then Lessor shall utilize and pursue such other rights as it may have against the Lessee under the other terms of this lease, the laws of the United States or the City, County and State in which the Premises is located.

**26. Damage to or Destruction of Premises.** The Lessee shall notify the Lessor or its agent at once in the event of any fire or other casualty to the Premises.

If the Premises, however, are damaged by fire or other casualty but may be repaired within ninety (90) days from the date of the damage (it being agreed that if such rebuilding or repairs cannot be completed within the ninety (90) day period but the Lessor commenced the rebuilding or repair work without unreasonable delay within the ninety (90) day period and completes the rebuilding or repair with due diligence, such damages shall be deemed rebuilt or repaired within the ninety (90) day period), then the Lessor may notify the Lessee within thirty (30) days of the date of the fire or other casualty of its intention to rebuild or make such repairs and may enter and repair the Premises as quickly as reasonably possible. In this event, Rent shall abate while such rebuilding or repair work is being performed, but shall resume again as soon as the rebuilding or repairs are completed.

It is agreed that if the Premises are damaged only slightly due to fire or other casualty and still fit for occupancy, Lessor shall repair the damage as quickly as reasonably possible and the Rent shall not abate.

The Lessee agrees not to claim any compensation from the Lessor or the Lessor's insurance company because of any inconvenience, annoyance, or business interruption arising from the damage, repair, re-building, or alteration of any portion of the Improvements.

**27. Environmental Warranty.** Lessee represents and warrants to Lessor as follows:

a. Lessee will operate the Premises in such a manner as to comply with all Environmental Laws, and Lessee shall handle all Hazardous Materials used in Lessee's business according to all applicable Environmental Laws. For purposes of this Lease, Environmental Laws shall mean any federal, state or local law, common law, statute, ordinance, administrative rule, general policy statement or guideline of any regulatory agency, or general policy statement or guideline of any regulatory agency, or regulation, pertaining to health, industrial hygiene or the regulation or protection of the environment, and any other federal, state or local law, common law, statute, ordinance, administrative rule, general policy statement or guideline of any regulatory agency, or regulation now in effect or hereinafter enacted or amended that pertains to health, industrial hygiene or the regulation or protection of the environment and Hazardous Substances shall include (i) any material, waste or substance that is petroleum or a petroleum byproduct, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive or freon gas; and (ii) any other substance, material or waste that is or that becomes listed as hazardous, toxic, pollutant or contaminant under any Environmental Laws.

b. Lessee will not engage in any activities that constitute spilling, leaking, emitting, dumping or disposing into the environment of any Hazardous Materials on, at or near the Premises.

c. Lessee will obtain, prior to the Commencement Date, and maintain all required licenses and permits in order to carry out its obligations under this Agreement,

including without limitation, any licenses or permits required to operate its business on the Premises or pursuant to Environmental Law, and will provide Lessor with evidence of the same immediately upon request.

d. In addition to any other agreement to indemnify contained in the Lease, Lessee hereby agrees to indemnify Lessor and hold Lessor and its respective members, managers, partners, directors, officers, shareholders, employees and agents harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses (including, without limitation, attorney's fees and expenses and investigation fees and expenses), penalties and/or claims of any kind whatsoever incurred or suffer by Lessor (including, without limitation, those arising under common law or the Environmental Laws) caused by or resulting from:

- i. the release or threatened release, discharge or presence of suspected release, discharge or presence of any Hazardous Material(s), on the Premises during Lessee's possession thereof,
- ii. the violation or suspected violation of any Environmental Laws relating to or affecting the Premises which occurred during Lessee's possession of the Premises, and
- iii. the failure of Lessee to comply fully with the terms and provisions of this Lease, including, without limitation, those concerning Lessee's compliance with Environmental Laws regarding actions affecting or potentially affecting the Premises during Lessee's possession thereof.

e. In no event shall Lessee be responsible for any clean-up of the Premises or for any claims, liabilities, losses, damages, injuries, costs or expenses (including without limitation, attorney's fees and expenses and investigation fees and expenses), penalties and/or claims of any kind whatsoever generated from the existence of Hazardous Materials unless resulting from Lessee's use and occupancy of the Premises.

f. This Article 27 shall survive the expiration or earlier termination of this lease.

**28. Condemnation.** If the whole or any part of the property of which the Premises are a part shall be condemned, taken by court decree or taken by any other lawful authority (including the power of eminent domain), the Lessee shall have no claim or interest in any award of damages or other compensation for such taking.

If the Lessor in its sole discretion determines that such taking shall render the Premises unfit for the purposes of this Lease, the Lease shall terminate on the date that possession is taken by public authorities and Rent shall be paid through this date.

**29. Governmental Orders.** Lessee, at its sole expense, agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities and departments thereof having or asserting jurisdiction over the Premises, relating to the Premises or Lessee's use and occupancy of the Premises.

**30. Indemnification.** Lessee shall indemnify, defend and hold harmless Lessor and its officers, directors, partners, members, managers, employees, attorneys and agents (collectively, the "Lessor Indemnities") from and against any and all liability, claims, demands, causes of action, judgements, costs, expenses, and all losses and damages for

bodily injury, death and property damage arising from any activity in the Leased Premises except if resulting from the tortious intentional or negligent act or omission of Lessor, and from all costs, attorney fees and disbursements, and liabilities incurred in the defense of any such claim. Upon notice from Lessor, Lessee shall defend any such claim, demand, cause of action or suit at Lessee's expense by counsel satisfactory to Lessor in its reasonable discretion or by Lessee's insurance carrier's counsel. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

**31. Entry for Carding, Repairs, etc.** Lessee agrees that the Lessor may place a "For Rent" or "For Lease" signs on or at the Premises sixty (60) days prior to the expiration of this Term. Lessor may enter the Premises at reasonable hours to show same to prospective purchasers or Lessees and to make repairs required of Lessor under the terms of this Lease, or to make repairs to Lessor's adjoining property, if any.

**32. Right to Mortgage or Lease.** Lessee agrees that its rights are subordinate and subject to any bona fide mortgage which is currently in place or may be placed on the Premises any time in the future by the Lessor. Lessee also agrees to provide, upon request by Lessor any Subordination Agreement, which shall provide that Lessee shall attorn to such mortgagee or other party upon all of the terms, covenants and conditions in this Lease and shall further provide that such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this Lease, irrespective of the date of recording, and any Estoppel Agreement, which shall provide that Lessee is in possession of the Premises under the terms of this Lease; the Commencement Date and anticipated termination date of this Lease; that there has been no modification of the terms of this Lease, except as identified and that said Lease is in full force and effect; to the best of Lessee's knowledge, that Lessee has no defenses, offsets or counterclaims, except as specified as of the date of such certificate; that Lessee has no knowledge of any default by Lessor under the terms of this Lease, except as specified; the amount of and dates to which all Rent has been paid; and such other matters as may reasonably be requested by Lessor, or its proposed purchaser, mortgagee or ground lessor.

**33. Waiver of Rights.** Lessee agrees that no waiver of any conditions of this Lease by the Lessor whether implied or in writing shall constitute any further waiver by the Lessor of any other condition of this Lease. The rights and remedies created by this Lease are cumulative and the use of one remedy does not exclude or waive the right to the use of another.

**34. Zoning.** Lessee agrees that the use of the Premises is subject to any applicable zoning ordinances or regulations and set back lines of any governmental authority and of the Protective Covenants, if any.

**35. Parking.** Lessee agrees that the use of the Premises is subject to the approval of the City of Oklahoma City for meeting the required parking for three restaurants in the Office Max building. Lessee understands that Lessor has committed to two other restaurants in the building for a total of 14,218 square feet of restaurant. The other restaurants have parking priority.

**36. Time.** Time is of the essence of this Lease.

37. **Notices.** It is agreed that all notices regarding this Lease shall be sent by certified mail, return receipt requested, postage prepaid, at the following addresses, or such other address as shall be provided in accordance with this Section, and shall be deemed received three (3) days after deposit thereof:

a. Notice to Lessor: MIDLAND CAPITAL, LLC  
P. O. Box 720360  
Oklahoma City, OK 73172-0360

b. Notice to Lessee: Majid Heidari  
5801 Seminole Court  
Oklahoma City, Oklahoma 73132

37. **Liens.** The Lessee agrees that Lessee will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen and other like parties and will indemnify premiums for release of liens, including legal counsel fee reasonably incurred in and about the defense of any suit in discharging the said premises or any part from any liens, judgements, or encumbrances caused by the Lessee.

38. **Quiet Enjoyment.** Subject to the conditions of this Lease, the Lessor agrees that Lessee may peaceably have, hold and enjoy the Premises, without hindrance by Lessor or Lessor's Agent.

39. **Lessor's Liability.** The term "Lessor" as used in this Lease, so far as the covenants and agreements on the part of Lessor are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee interest in the Land, and Lessor's covenants and agreements shall be binding on Lessor, its successors and assigns only during and in respect of their successive periods of such ownership.

40. **Brokers.** Lessee and Lessor each represents it neither consulted nor negotiated with regard to the Premises, and each party agrees to indemnify, defend and save the other party harmless from and against any claims for fees or commissions from anyone.

41. **Authority.** Lessee affirms and states that it has full right and authority to enter into this Lease. Lessor affirms and states that it has full right and authority to enter into this Lease.

42. **Recording.** The parties hereto agree that this Lease shall not be recorded, however, a memorandum of this Lease may be recorded at Lessee's request.

43. **Litigation Expenses.** In the event any litigation is commenced by one of the parties hereto against the other, the party not prevailing shall pay the prevailing party all costs, attorneys' fees, and other expenses incurred in such proceeding.

44. **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Oklahoma.

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**45. Written Agreement.** This Lease contains the entire agreement between the parties. This agreement supercedes any other oral or written agreement on this or any other property prior to the date of this contract. This Lease may be modified only by an agreement in writing signed by Lessor and Lessee.

**46. Captions.** The captions contained here are for convenience and reference only and are not a part of this Lease or to be construed as in any manner limiting or amplifying the terms and provisions of this Lease.

**47. Heirs and Assigns.** This Lease shall bind and have effect to the benefit of the parties named and their respective heirs, executors, administrators, successor and permitted assigns, as applicable.

**48. Survival of Covenants, Agreements, Representations and Warranties.** All covenants, agreements, representations and warranties made by Lessee in this Lease shall survive the expiration or earlier termination of this Lease.

**49. Hold Over Lessee.** If the Lessee holds over and continues in possession at the conclusion of the Term or any extension Lessee shall be considered a Lessee from month to month at a Rent equal to one hundred twenty five (125%) percent of the last Rent payment made pursuant to this Lease and shall be subject to all other terms and conditions of this Lease. Such month to month tenancy may be terminated by either party upon the giving of thirty (30) day's notice in writing to the other party.

**50. Saving Clause.** In the event any provision of this Lease is declared or determined to be invalid under the laws of the State of Oklahoma, the remaining terms and conditions shall remain in full force and effect and shall be binding on the parties hereto.

**51. Options.** Lessee is hereby given the right to extend the term of this Lease for one (1) additional periods of five (5) years. The rent and terms of the lease will be negotiated at the time that option is exercised upon the condition that Lessee notifies Lessor in writing of its intention to extend at least ninety (90) days prior to the date of commencement of each such extension term and thereupon, this Lease shall be so extended without the execution of any further document.

**52. Additional Provisions.**

a. **Lessor Upfit:** Lessor agrees to provide the following:

- 1) Provide separate electric meter to the premises. Provide wiring to the premises including to signs and neon sign (excluding any electrical fixtures)
- 2) Provide one Double Door on the south side of the premises and three windows on the east side of the building. Provide one door to the east side of the premises.
- 3) Provide front handicap Ramp and Railing facing south side of the premises only.
- 4) Provide twenty (20) tons of A/C to the premises. Duct work is not included. Planum is included. Duct work is not included.

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5) Lessor will pay for gas and water meters and piping only to the premises. Lessor will provide separate meters for Gas and water to the premises.

**b. Lessee Upfit.** Any additional upfitting is the responsibility of the Lessee and must be approved in writing by Lessor.

- 1) Lessee will pay for all fixtures including electrical, plumbing, signs, restaurant fixtures and equipments, and all remodeling inside and outside the restaurant.
  - 2) Lessee will provide and build all wall divisions including adequate rest rooms. Restrooms must be ceramic tiled.
  - 3) Lessee will build Greace trap as required for restaurants.
  - 4) Lessee will pay for gas and plumbing lines inside the premises. Lessee will pay for any changes required for the sprinkler system. Lessor will pay for gas and water meters and piping only to the premises.
  - 5) Lessee will pay for any and all sheetrocking needed after lessor installs the windows and doors.
  - 6) Lessee will pay for the ceiling, insulation and any duct work needed for A/C and Heating.
  - 7) Lessee will pay for any and all remodelings and requirements not listed by five items mentioned at Lessor Upfit.
  - 8) Lessee will remodel to the standards approved by Lessor.
  - 9) All furniture and boots has to be new or approved by the lessor. All kitchen equipments can be used but must be approved by the standards of the City and health department.
53. **Rent Abatement.** Rent shall abate the first four (4) months of the Initial Term effective the date that the City approves according to article 35.
54. **Frontage of N.W. Expressway.** Lessee will get at least 40 feet of frontage on N.W. Expressway. This lease is void if this frontage is not given by lessor.
55. **Personal Guaranty.** Majid Hiedari will personally guaranty the full term of this lease. Ashley's Country Cooking located at 804 S.W. 74<sup>th</sup> will guaranty only the rent on first two years of Madison Bakery's lease. In case of default and/or when this lease is void during the first two years, automatically the lease for Ashley's at 804 S.W. 74<sup>th</sup>, Oklahoma City, Oklahoma will be void.



IN WITNESS WHEREOF, the parties named here in have set their hands and seals the year and day first above written.

“LESSOR”

MIDLAND CAPITAL, L.L.C., an Oklahoma limited liability company

By: Fariborz Mazaheri  
Manager, Managing Member

“LESSEE”

Majid Hiedari DBA Madison Bakery

By: Majid Hiedari  
Majid Hiedari

“GUARANTOR”

Mohammad Ferdowsi DBA Ashley’s Country Cooking at 804 S.W. 74<sup>th</sup>, Oklahoma City, Oklahoma

By: M. Ferdowsi  
Mohammad Ferdowsi

Majid Hiedari

By: Majid Hiedari  
Majid Hiedari

“WITNESSED AND AGREED TO”: This is to acknowledge that Saeed Ahadizadeh and Fariborz Mazaheri (owners and landlords of 804 S.W. 74<sup>th</sup>, Oklahoma City, Oklahoma) have read and agreed with article 55 of this lease.

Fariborz Mazaheri

By: Fariborz Mazaheri  
Fariborz Mazaheri

Saeed Ahadizadeh

By: Saeed Ahadizadeh  
Saeed Ahadizadeh

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MH  
FM