

FILE NO.
NTPN -03

No Trespass Public Notice File Archive

*Arizona Secretary of State's Office
Business Services Division*

State of Arizona - A.R.S. § 23-1326

Date Filed: 11/3/2015

Date Processed:

Contact Information:

Employer: Factor Sales, Inc.

Contact: Barry Olsen

Address: PLC 101 East 2nd Street, Yuma, AZ, 85364

Telephone: 928-783-6887

Filing Fee: \$32.00

Number of Properties Listed and Archived: 11

Law Offices
Of
Larry W. Suci, PLC
101 East Second Street
Yuma, Arizona 85364

Larry W. Suci*
Barry L. Olsen

Tel. No. (928)783-6887
Fax No: (928)783-7086
bolsen@lwslaw.net

*Also Admitted In California and Indiana

November 2, 2015

Via Federal Express

Secretary of State Michele Reagan
Attn: Business Services
1700 W. Washington Street, FL. 7
Phoenix, Arizona 85007-2808

**Re: No Trespass Public Notice List
Factor Sales, Inc.**

Dear Sir or Madam:

Enclosed for filing is a No Trespass Public Notice List on behalf of my client Factor Sales, Inc.,. I am also enclosing the filing fee of \$32.00. I am further enclosing one copy to be conformed along with a self-addressed, stamped envelope.

Please cause the Notice to be filed and a conformed copy provided to my office.

If you have any questions, please advise. Thank you.

Sincerely,

LAW OFFICES OF LARRY W. SUCIU, PLC


Barry L. Olsen

BLO:sv
Encl.



MICHELE REAGAN
Secretary of State

**State of Arizona – Office of the Secretary of State
No Trespass Public Notice List**

SEND BY MAIL TO:

Secretary of State Michele Reagan, Atten: Business Services
1700 W. Washington Street, FL. 7, Phoenix, AZ 85007-2808

OR return this application in person:

PHOENIX - State Capitol Executive Tower, 1700 W. Washington Street, 1st Fl., Room 103
TUCSON - Arizona State Complex, 400 W. Congress, 1st Fl., Suite 141

Office Hours: Monday through Friday, 8 a.m. to 5 p.m., except state holidays.

PLEASE NOTE: All information provided and attached to this form is public record. Information will be provided to the newspaper of public record in the county in which the employer is located. Every law enforcement agency in the state will be provided the No Trespass Public Notice list under A.R.S. § 23-1326.

DO NOT WRITE IN THIS SPACE

FOR OFFICE USE ONLY
NO TRESPASS LIST REV. 1/5/2015

INSTRUCTIONS

When to use this form: Employers shall use this form and supply appropriate documents that establish the employer's private property rights to include the address or addresses and legal descriptions of the property or properties to which it has legal control.

How to complete this form: Review A.R.S. § 23-1326 found on our website under "Business Services." Print clearly or computer generate this form online. Use the supplement form to request more than one property listing. Remember to attach copies of the documents that establish private property rights.

Recording Fees ~ A.R.S. § 23-1326(B): Fees are posted on our website, under "Business Services."

Website: All forms are available on the Secretary of State's website, www.azsos.gov.

Submission: Include all forms, documents and check or money order and send by mail to the address above.

Questions? Call (602) 542-6187; in-state/toll-free (800) 458-5842.

1. Employer Information

Business, Corporation or Company Name (as shown on legal documents)
Factor Sales, Inc.

Employer Address
% Barry L. Olsen, Law Offices of Larry W. Suci, PLC 101 East 2nd Street

City: Yuma State: AZ Zip Code: 85364

Employer representative

First Name: Barry Middle Name (if used): L. Last Name (if used): Olsen Title: Attorney

Phone Number (include area code): 928-783-6887 Fax Number (include area code): 928-783-7086 E-mail address: bolzen@lwslaw.net

County in which the employer is located

Check One Apache Cochise Coconino Gila Graham Greenlee La Paz Maricopa Mohave Navajo Pima Pinal Santa Cruz Yavapai Yuma

2. Property Information Number of properties to add to list: 11 If more than one property, attach supplement form.

Property or Business Name (if applicable)
Del Sol #8

Legal Description of the Property
See attached Warranty Deed

Property Address
28954 Los Angeles Avenue

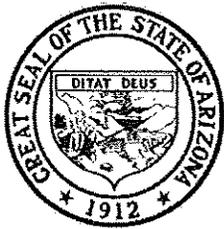
City: Wellton State: AZ Zip Code: 85356 Property Phone Number: 928-785-9020

3. Attachments – Property rights documents shall include the address and legal description of the property to which the employer has legal control.

1. Type/description of document attached Warranty Deed	2. Type/description of document attached
3. Type/description of document attached	4. Type/description of document attached

4. Employer's Representative Signature – Must match the name in Section 1 of this form.

Signature: Date: 11/2/15



MICHELE REAGAN
Secretary of State

Supplement form to the State of Arizona No Trespass Public Notice List

All information provided and attached to this supplemental form is public record. Information will be provided to the newspaper of public record in the county in which the employer is located. Every law enforcement agency in the state will be provided the No Trespass Public Notice list under A.R.S. § 23-1326.

Business, Corporation or Company Name

Factor Sales, Inc.

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NO TRESPASS LIST REV. 1/5/2015

Additional Property Information

Property or Business Name (If applicable)
Del Sol-IGA-ACE

Legal Description of the Property
See attached Special Warranty Deed

Property Address
656 North San Luis Plaza Drive

City
San Luis

State
AZ

Zip Code
85349

Property Phone Number
(928) 627-9404

Attachments

1. Type/Description of Document attached
Special Warranty Deed

2. Type/Description of Document attached

3. Type/Description of Document attached

4. Type/Description of Document attached

Additional Property Information

Property or Business Name (If applicable)
King Market #1 & Parking Lot

Legal Description of the Property
See attached Warranty Deeds

Property Address
654 Main Street

City
San Luis

State
AZ

Zip Code
85349

Property Phone Number
928-627-2891

Attachments

1. Type/Description of Document attached
Warranty Deed

2. Type/Description of Document attached
Warranty Deed

3. Type/Description of Document attached

4. Type/Description of Document attached

Additional Property Information

Property or Business Name (If applicable)
Del Sol #11-Boost

Legal Description of the Property
See attached Leases

Property Address
367 West 16th Street #14 & #15

City
Yuma

State
AZ

Zip Code
85364

Property Phone Number
(928) 343-9595

Attachments

1. Type/Description of Document attached
Lease

2. Type/Description of Document attached
Lease

3. Type/Description of Document attached

4. Type/Description of Document attached



MICHELE REAGAN
Secretary of State

Supplement form to the State of Arizona No Trespass Public Notice List

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Business, Corporation or Company Name
Factor Sales, Inc.

DO NOT WRITE IN THIS SPACE

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NO TRESPASS LIST REV. 1/5/2015

Additional Property Information

Property or Business Name (If applicable)
Del Sol #4

Legal Description of the Property
See attached Lease

Property Address
280 South 4th Avenue

City Yuma	State AZ	Zip Code 85364	Property Phone Number (928) 782-2597
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Attachments

1. Type/Description of Document attached Lease	2. Type/Description of Document attached
3. Type/Description of Document attached	4. Type/Description of Document attached

Additional Property Information

Property or Business Name (If applicable)
Del Sol #7

Legal Description of the Property
See attached Lease

Property Address
415 Main Street

City Somerton	State AZ	Zip Code 85350	Property Phone Number 928-627-0604
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Attachments

1. Type/Description of Document attached Lease	2. Type/Description of Document attached
3. Type/Description of Document attached	4. Type/Description of Document attached

Additional Property Information

Property or Business Name (If applicable)
King Market #2

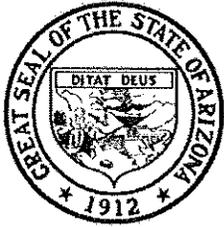
Legal Description of the Property
See attached Lease

Property Address
654 Main Street

City Somerton	State AZ	Zip Code 85350	Property Phone Number (928) 627-2891
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Attachments

1. Type/Description of Document attached Lease	2. Type/Description of Document attached
3. Type/Description of Document attached	4. Type/Description of Document attached



**MICHELE
REAGAN**
Secretary of State

Supplement form to the State of Arizona No Trespass Public Notice List

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Business, Corporation or Company Name

Factor Sales, Inc.

DO NOT WRITE IN THIS SPACE

FOR OFFICE USE ONLY
NO TRESPASS LIST REV. 1/6/2015

Additional Property Information

Property or Business Name (If applicable)
Factor Sales Office, Warehouse & Distribution Center

Legal Description of the Property
See attached Lease

Property Address
676 North Archibald Street

City
San Luis

State
AZ

Zip Code
85349

Property Phone Number
(928) 627-8033

Attachments

1. Type/Description of Document attached
Lease

2. Type/Description of Document attached

3. Type/Description of Document attached

4. Type/Description of Document attached

Additional Property Information

Property or Business Name (If applicable)
Del Sol #12

Legal Description of the Property
See attached Lease

Property Address
1930 East Juan Sanchez Boulevard, #A

City
San Luis

State
AZ

Zip Code
85349

Property Phone Number
928-722-0369

Attachments

1. Type/Description of Document attached
Lease

2. Type/Description of Document attached

3. Type/Description of Document attached

4. Type/Description of Document attached

Additional Property Information

Property or Business Name (If applicable)

Legal Description of the Property

Property Address

City

State

Zip Code

Property Phone Number

Attachments

1. Type/Description of Document attached

2. Type/Description of Document attached

3. Type/Description of Document attached

4. Type/Description of Document attached

709-16-120
29854 Los Angeles, Ave
Wellton, AZ 85356

WHEN RECORDED
MAIL TO:
Real Estate Legal Department
SMITH'S FOOD & DRUG CENTERS, INC.
1550 South Redwood Road
Salt Lake City, Utah 84109
98090832



OFFICIAL RECORDS OF
YUMA COUNTY RECORDER
SUSAN MARLER



FEE #: 1999-01441

01/15/1999 04:49 PAGES: 0001
FEES: 5.00 4.00 1.00 2.00 .00
REQ BY: CITIZENS TITLE
REC BY: JENNIFER ARGE

SPECIAL WARRANTY DEED

For Ten Dollars, and other good and valuable consideration, SMITH'S FOOD & DRUG CENTERS, INC., a Delaware corporation does hereby convey to FACTOR SALES, INC., an Arizona corporation the following described property situated in the County of Yuma, State of Arizona, together with all rights and privileges appurtenant thereto, to wit:

LOTS 58, 59, 60, AND 61, BUTTERFIELD BLUFF, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YUMA COUNTY, ARIZONA IN BOOK 11 OF PLATS, PAGES 57 & 58.

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of the Grantor herein and no other, subject to the matters above set forth.

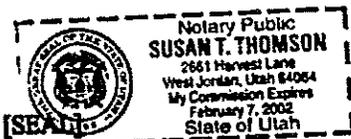
Dated this 7th day of JANUARY, 1999.

SMITH'S FOOD & DRUG CENTERS, INC.,
a Delaware Corporation

By: [Signature]
Its: vice president

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE

On JANUARY 7, 1999, before me personally appeared PETER H. BARTH, the VICE PRESIDENT of SMITH'S FOOD & DRUG CENTERS, INC., a Delaware corporation, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.



[Signature]
NOTARY PUBLIC

D:\449\98090832\CT\WELTON, AZ - Special Warranty Deed (pr)

2154 PAGE 083

775-45-195
656 N. Sacilis Plaza Dr.
San Luis, AZ
85349

31170

When recorded, return to:

Factor Sales, Inc.
23330 Archibald Street
San Luis, Arizona 85349
Attn: Victor Salcido

YUMA COUNTY TRUST CO.
2154
1995 MAY 27 P 4:41
3555



SPECIAL WARRANTY DEED

[Handwritten signature]
500
400
300
200

For Ten Dollars (\$10.00) and other valuable consideration, MEGAFOODS REAL ESTATE INC., a Nevada corporation, Debtor and Debtor in Possession in the case of In re Megafoods Real Estate, Inc., and related proceedings, Case No. B-94-07411-PHX-RTB in the United States Bankruptcy Court for the District of Arizona ("Grantor"), grants, bargains, sells and conveys to FACTOR SALES, INC., an Arizona corporation ("Grantee"), the following described real property (the "Property"): situated in Yuma County, Arizona:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

SUBJECT to all taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, all leases, and all matters which an accurate survey of the property or a physical inspection of the Property would disclose.

AND GRANTOR hereby binds itself and its successors to warrant and defend the title only as to the acts of Grantor and none other, subject to the matters set forth above.

Notwithstanding anything to the contrary contained herein, no shareholder, officer, director or employee of Grantor will be personally liable for any damage, loss, liability or expense in connection with any action, suit or proceeding arising out of the breach of any obligations undertaken by Grantor pursuant to this Deed or performance; provided, however, that the foregoing limitations in respect of any individual, corporation, partnership or other entity will not apply to any act or omission of such individual, corporation, partnership or other entity constituting fraud, willful misconduct or deceit of such individual, corporation, partnership or entity.

DOB:105009 DOCS.MEGAFOOD.SANLUIS[SPECIAL_WARRANTY_DEED_2.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this 27th day of November, 1996.

MEGAFOODS REAL ESTATE, INC., a Nevada corporation, Debtor in Bankruptcy

By: *William J. White*
Its: William J. White
President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 13th day of November, 1996, by William J. White, the President of MEGAFOODS REAL ESTATE, INC., a Nevada corporation, on behalf of the corporation.

Paul M. Remore
Notary Public

My Commission Expires:
1/9/97

EXHIBIT A

Legal Description

PARCEL NO. 1:

Lot 4, SAN LUIS PLAZA, according to Book 13 of Plats, pages 6 and 7, records of Yuma County, Arizona.

PARCEL NO. 2:

Reciprocal easement for ingress and egress by vehicular and pedestrian traffic and vehicular parking; for public or private utilities; and for water drainage systems or structures and storm water drainage or retention facilities over the common areas for mutual use and enjoyment of common owners as set forth in instrument recorded in Docket 1835, page 421 and thereafter amended in Docket 1868, page 587, records of Yuma County, Arizona.

DOB:05009.DOCS.MEGAFOOD.SANLUISSPECIAL_WARRANTY_DEED_2

775-45-200
 King Market #1
 654 N. Main St.
 San Luis, AZ 85349

STATE OF ARIZONA } ss. I hereby certify that the within instrument was filed and recorded
 County of YUMA }
 In DOCKET 1596 } 62 and indexed in deeds
 at the request of YUMA TITLE & TRUST CO.
 When recorded, mail to:
YUMA TITLE & TRUST
 1988 JUL 11 PM 2 32
 Witness my hand and official seal.
GLENYS E. SCHMITZ County Recorder.
 By Elizabeth A. Bourton Deputy Recorder
 Fee No. **12114**
 Compared
 Photostated
 Fee: 5.00
4.75
2.75



WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, **VOLUME MERCHANDISE, INC.,** a New York corporation hereafter called the grantor, whether one or more than one, hereby conveys to **FACTOR SALES, INC.,** an Arizona corporation the following real property situated in Yuma County, Arizona, together with all rights and privileges appurtenant thereto, to wit:

Lot 4, Block 2, SAN LUIS TOWNSITE, according to Book 3 of Plats, page 54, records of Yuma County, Arizona.

Except 1/16th of all oil, gases, and other hydro-carbon substances, coal, stone, metals, minerals, fossils, and fertilizers of every name and description and except all materials which may be essential to production of fissionable material as reserved in Arizona Revised Statutes.

Subject to current taxes and other assessments, reservations to patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the title against all persons whomsoever.

Dated this 24 day of May, 1988. **VOLUME MERCHANDISE, INC.** a New York corporation

By: X [Signature]
 President

STATE OF NEW YORK }
 County of New York } ss.

This instrument was acknowledged before me this 29th day of May, 1988, by Jerry Harary, President of Volume Merchandise, Inc.

ROLAND E. SAWYER
 Notary Public, State of New York
 No. 31-474363
 Qualified in New York County
 Commission Expires March 31, 1989

[Signature]
 Notary Public

My commission will expire 6/30/89

STATE OF _____ }
 County of _____ } ss.

This instrument was acknowledged before me this _____ day of _____, 19____, by _____

My commission will expire _____

Notary Public

YUMA TITLE & TRUST COMPANY

775-45-011

King Market 4 Lot
654 N Main St
Sac Luis, AZ
85349

BOOK 1592 159
STATE OF ARIZONA
County of Yuma

Thereby certify that the within instrument was filed and recorded

Fee No
10279

at the request of YUMA TITLE & TRUST CO

and indexed in desk
Witness my hand and official seal
HENRY E. SCHMIDT, Notary Recorder
By [Signature] Deputy Recorder

Unperpetrated
Photostated
Fee

When recorded, mail to
A. M. VELOSO
ARIZONA TITLE & TRUST CO
500 N. MAIN ST
SACRAMENTO, CALIF. 95811
14-00-0000



WARRANTY DEED

For the consideration of Ten Dollars and other valuable considerations,
A. M. VELOSO and AMANDA VELOSO, HUSBAND AND WIFE

hereafter called the Grantor, whether one or more than one, hereby conveys to
YUMA SALES, INC., in Arizona Corporation

the following real property situated in Yuma County, Arizona, together with all rights and privileges appurtenant thereto, to wit

Lot 4, Block 2, SAGE LEIS TOWNSITE, according to Book 2 of Plans,
page 27, records of Yuma County, Arizona.

EXCEPT to both of all oil, gases and other hydrocarbon substances, coal,
stone, metals, minerals, fossils and for citizens of every race and
description and except all materials which may be essential to pro-
duction of fissionable material as reserved in Arizona Revised Statutes.

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants,
conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the title against all persons whom-
soever

Dated this 21st day of March, 1988.

[Signature]
A. M. VELOSO
AMANDA VELOSO

STATE OF Arizona } ss
County of Yuma

This instrument was acknowledged before me this 25 day of
March, 1988, by A. M. Veloso and
Amanda Veloso.
Joseph V. Pablos
Notary Public

My commission will expire 11-6-88

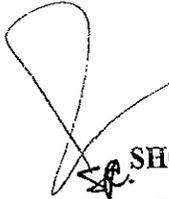
STATE OF _____ } ss
County of _____

This instrument was acknowledged before me this _____ day of
_____, 19____, by _____

My commission will expire

Notary Public

YUMA TITLE & TRUST COMPANY



DEL SOL #11
367 W. 16TH ST. #119
YUMA AZ 85369

SHOPPING CENTER STORE LEASE

THIS LEASE is made this 30th day of April, 2002, by and between YUMA MESA SHOPPING CENTER, a partnership, herein referred to as "Landlord", and Factor Sales, Inc., an Arizona corporation, herein jointly and severally referred to as "Tenant."

ARTICLE 1 -- LEASED PREMISES: Landlord hereby leases and assigns to Tenant those certain leased premises in the YUMA MESA SHOPPING CENTER, in the City of Yuma, County of Yuma, State of Arizona, previously occupied by Southwest Markets and more particularly described as follows:

That area hatched in red on the layout and plot plan attached hereto, made a part hereof, and marked Exhibit "A". Together with the right to use in common with other tenants the areas designated by Landlord from time to time for common use including pedestrian, parking, and service areas.

ARTICLE 2 -- TERM: The term of this lease shall commence upon execution, and shall end five (5) years after the first day of the month following the date on which the term commences. The references to "lease years" as hereinafter used shall be those successive twelve-month periods commencing with that date which is the first day or the first whole month included within the term of this lease unless otherwise specified.

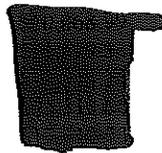
ARTICLE 3 - EXTENSION OF TERM: Tenant Shall have the right and option to extend the term of this lease for five (5) successive periods of five (5) years, provided that at the time of the exercise and at the time of commencement of the additional period, Tenant is not in default under any term and provision hereof, giving written notice to Landlord not less than one hundred eighty (180) days prior to the end of the existing lease term and the minimum sales described below have been met. During any such additional period, all of the terms and provision hereof shall be applicable and shall remain in full force and effect. Any and all options contained herein are personal to the Tenant herein and may not be exercised by Tenant's assignee, if any. In the event of co-tenants, the exercise of an option must be by all of the co-tenants and Landlord is not bound by the exercise of an option by fewer than all of the co-tenants.

This lease may be cancelled by Landlord or Tenant if annual sales at the subject premises fall below [REDACTED] After the 24th month for the sales from the 13th month through the 24th month. Further, the [REDACTED] figure would increase by fifteen percent (15%) every five (5) years or the option would lapse unless this condition is waived by Landlord in writing.

ARTICLE 4 -- RENTAL: Tenant shall pay to Landlord rent for the use and occupancy of the lease premises, and for such other rights and privileges as herein granted, during the term of this lease, as follows:

- (a) **Minimum Rent:** Tenant shall, during the term of this lease, pay to Landlord, in advance, on or before the first day of each calendar month, minimum rent, as follows:

- First term
- Second term
- Third Term
- Fourth Term
- Fifth Term



- (b) Maintenance Rent: tenant shall pay to Landlord monthly, as additional rental, at the same time as each installment of minimum rent is paid, Tenant's pro-rata share of the cost of lighting, sweeping, cleaning, insuring, policing (including, but not limited to security guards), repairing, and maintaining the sidewalks, walkways, parking areas, parking lot lighting and pole signs, service areas, common areas, and landscaping of the shopping center. Said share shall be determined by the ratio that the area in square feet of the leased premises bears to the total area in square feet of all buildings which constitute the shopping center, of .2888 percent (.28881%). Landlord's determination of such cost shall be binding and conclusive upon Tenant, and Landlord may fix the amount to be paid each month on the basis of Landlord's best estimate, but Landlord shall make adjustment for the exact amount due by appropriate charge or credit to Tenant not less often than once in each lease year. Initially Tenant shall pay One Thousand two hundred dollars [REDACTED] per month.
- (c) Real Estate Tax: Tenant shall pay his proportionate share of all real property taxes and general and special assessments levied and assessed against the building, other improvements, and land of which the premises are a part.

Further, Landlord may appeal said real property taxes and Tenant agrees to pay his pro-rata share of any and all costs incurred therein and Tenant will be billed his pro-rata share at the same time Tenant is billed for his proportionate share of the taxes stated above.

Tenant's proportionate share shall be the ratio of the total real property taxes levied and assessed against the building, other improvements, and land of which the premises are a part that the total number of square feet in the premises bears to the total number of leasable square feet in the building and other improvements in which the premises are located, of .31150 percent (.31150%).

Each year Landlord shall notify Tenant of Landlord's calculation of Tenant's proportionate share of the real property taxes and together with such notice shall furnish Tenant with a copy of the tax bill. Tenant shall pay its proportionate share of the real property taxes annually not later than thirty (30) days after receipt of the tax bill.

Tenant shall pay to Landlord monthly, as additional rental, at the same time as each installment of minimum rent is paid, the amount Landlord determines as its best estimate of Tenant's proportionate share, but Landlord shall make adjustment for the exact amount due by appropriate charge or credit to Tenant not less often than once in each lease year. Initially, Tenant shall pay One Thousand Eight Hundred Dollars [REDACTED] per month.

- (d) Excise Taxes: Tenant shall pay to Landlord, at the same time as any other rental payment is made to or for Landlord, an amount equal to the amount of any gross proceeds taxes, excise taxes, privilege taxes, sales taxes, or like taxes now or hereafter levied or assessed by the United States, the State of Arizona, any political subdivision of the State of Arizona, or any municipal corporation, upon such rental or the payment or receipt thereof or which Landlord will be caused to pay as a result of the receipt thereof (except that Tenant shall not be obligated to pay to Landlord any amount on account of any net income tax or estate, inheritance, or succession tax).
- (e) Insurance: Tenant agrees to pay Landlord in each year of the demised term as additional rental an amount equal to .31150 percent (.31150%) of all insurance premiums on the shopping center improvements. Said insurance may include Standard Form Fire Policy with Extended Coverage and Vandalism and Malicious Mischief Coverage, Broad Form Boiler Coverage, Rental Income Insurance with one hundred percent (100%) contribution covering all rental and any other payments due and payable to Landlord, All Risk and/or Difference in Conditions Coverage, including flood and earthquake coverage, General Liability Coverage, and any other business insurance deemed necessary by Landlord. Said insurance shall be in amounts not greater than the full insurable replacement cost of the shopping center improvements.

(f) **Late Charges:** Any and all rental items payable as set forth in this Article 4 and/or in any other portion of this lease must be received by Landlord upon the date due and within the time periods herein set forth. Such payments not received by Landlord within ten(10) days of the due date shall be subject to a FIFTY DOLLAR (\$50.00) special handling late charge, or five percent (5%) of the amount due, whichever is greater. Said special handling late charge shall be payable immediately upon receipt of notice by Tenant and Tenant's failure to pay said special handling late charge shall amount to a default under the terms of this lease.

ARTICLE 5 – CONDITION OF PREMISES: Tenant has inspected the leased premises and accepts the same in their "as is" condition. No agreements are made by Landlord with respect to the condition of the premises, except as may be provided by separate written agreement between Landlord and Tenant. Landlord agrees to reimburse Tenant the sum of [REDACTED] or repairs upon completion of same by Tenant.

ARTICLE 6 – CONTINUOUS USE OF LEASED PREMISES: Tenant take possession of the leased premises contemporaneous with commencement of the term hereof. The leased premises shall be used and occupied by tenant for the purpose of operating and conducting therein a retail grocery store/ supermarket including the sale of alcoholic beverages, tortilla factory, bakery and cafeteria, as those business are ordinarily conducted. No part of the leased premises shall be used for any other purpose or purposes without the written consent of Landlord. Tenant agrees to conduct and operate its business on the leased premises continuously on all business days during such hours as is customary for businesses of like kind and character in the city and adjacent areas.

ARTICLE 7 – COMMON AREAS; PARKING: Tenant and its customers and patrons shall, during the term of this lease, have the right in common with others to use for the parking of automobiles that area which is designated by Landlord from time to time for parking. Tenant's right to use sidewalks, parking and the areas provided for service, delivery, and loading, shall be subject to such rules and regulations applicable generally to all tenants of said shopping center, as Landlord may adopt from time to time for the orderly and proper operation of sidewalks, parking areas and areas provided for service, delivery and loading. Tenant shall not place merchandise, vending machines or property of Tenant on the sidewalk or parking areas; in such event where Tenant has a special sale, Landlord shall not unreasonably withhold written consent for a sidewalk sale. Tenant and employees of Tenant shall park only in such areas as may be designated for such parking by Landlord, if any, and Tenant agrees to cooperate with Landlord in enforcing such restrictions and to provide Landlord with description and license plate numbers of all employec vehicles. Tenant shall not be required to maintain all or any portion of sidewalks, parking areas, and service, delivery and loading areas, or to provide for the adequate lighting thereof, and Landlord shall keep and maintain the same in good condition and repair and provide for the adequate lighting thereof.

ARTICLE 8 – TAXES AND UTILITIES: Tenant shall pay, throughout the term of this lease, and before delinquent, all heat, water, light, gas, power, garbage removal, and other services supplied to the leased premises, all personal property taxes and assessments levied or assessed upon property placed on the leased premises by either Landlord or Tenant, and all costs and charges arising out of any improvements, repairs, and alterations made by Tenant in or upon the leased premises.

ARTICLE 9 – RADIUS CLAUSE: Tenant covenants and agrees that it will not open a similar business within a one (1) mile radius of the leased premises.

ARTICLE 10 - ADDITION OR ALTERATIONS OF TENANT: Tenant shall not make or suffer or permit to be made any additions to or alterations of the leased premises or any part thereof, except as required of Tenant pursuant to the terms and provisions hereof, without the written consent of Landlord, and any addituons to or alterations of the lease premises, except signs and Tenant's trade fixtures, shall become at once part of the realty and belong to Landlord.

ARTICLE 11 – REPAIR, MAINTENANCE AND CONDITION OF PREMISES: Tenant shall, at its own expense, keep and maintain the leased premises in good condition and repair, except the exterior walls, structural portions of floors, exterior canopy, and adjacent sidewalks, and shall keep and maintain in good condition and repair entire interior of the leased premises, all lighting, plumbing, heating, air conditioning, and other fixtures, equipment, wiring and drains contained therein, and all windows, doors, glazing, floor covering, and store front. Tenant shall be responsible for the maintenance, repair and replacement of all plate glass on the leased premises. All trade and store fixtures of Tenant shall, at time of installation, be new or completely reconditioned, and “like new.” Should Tenant fail to make any such repairs, maintenance, or replacement after written notice by Landlord with reasonable promptness, Landlord, at its option, may make the same, and all costs and expenses thereof shall immediately become due and payable by Tenant to Landlord as additional rental. In the event any repairs, replacement, or maintenance of the exterior walls, structural portions of floors, for adjacent sidewalks becomes necessary, Tenant shall give written notice to Landlord of the necessity for such repairs, replacement, or maintenance, and Landlord shall then be obligated, with reasonable promptness, at its cost and expense, to make such necessary repairs, replacement or maintenance. **Roof maintenance and repairs shall be Landlord’s sole responsibility.**

Tenant shall keep and maintain the leased premises in a sanitary, clean, and safe condition, and shall not permit any condition to exist on the leased premises which constitutes a hazard to the leased premises or to any person or property therein, or which shall cause any increase in fire or extended coverage insurance rates. The leased premises and all adjacent sidewalk, parking and service areas within the shopping center shall be kept free and clear of all debris, trash, garbage, and waste resulting from the operation of Tenant’s business, and all such debris, trash, garbage, and waste shall be kept only in such places and in such receptacles, awaiting disposal, as Landlord shall approve in writing. No incinerator shall be constructed or used by Tenant without written consent of Landlord.

ARTICLE 12 – SIGNS AND ADVERTISING: Tenant shall conform with the sign ordinance set forth herein as Exhibit B and shall obtain Landlord’s written approval in advance to all signs and similar advertising material, including lettering and other advertising media upon the exterior of the leased premises and the exterior and interior surfaces of all doors and show windows. Illuminated signs shall not be of the flashing type. Loud speakers, phonographs, radios, and other means of broadcasting in a manner to be heard outside of the leased premises shall not be used without the written consent of Landlord. The cost of installing, maintaining, changing and removing all such signs shall be borne by tenant. Display windows shall be well lighted during hours when either the shopping center, or the leased premises, are open. Tenant shall use as its advertised business address the name of the shopping center, in lieu of the street address or other address for the leased premises. Tenant’s advertised business name shall not be changed without Landlord’s written consent, and Landlord’s name or that of the shopping center shall not be used in any confusing, detrimental, or misleading manner.

ARTICLE 13 – ASSIGNMENT AND SUBLETTING: Tenant shall not sublet the whole or any part of the leased premises, nor assign this lease or any interest therein (nor may this lease be assigned by operation of law) to any person whomsoever, and any attempted or purported assignment or subletting shall constitute a breach to this lease, and shall at Landlord’s election be void.

ARTICLE 14 – ASSUMPTION OF RISK, LIABILITY: Tenant, as a material part of the consideration to be rendered to Landlord under this lease, will and does hereby assume all risk or damage to goods, wares, merchandise, trade fixtures, and equipment in and upon the leased premises from every source or cause other than by reason of Landlord’s breach of any of the provisions of this lease. Landlord’s failure to make repairs for which it is responsible shall not be considered a breach of the provisions of this lease unless it has received from Tenant written notice of the necessity of such repairs, and has then failed to promptly commence the making of such repairs.

Tenant shall and does hereby assume all liability for injuries to any person in or about the leased premises, with the exception of those items which the Landlord is required to maintain pursuant to Article 11, for any cause and Landlord shall hold Tenant Harmless for or on account of any such damage or injury. Tenant shall obtain and pay the premiums for a liability insurance policy covering injuries to persons or property in or about the leased premises, with limits of not less than \$1,000,000 for injuries to persons and limits of not less than \$250,000 for damage to property. In no event shall the limits of said policies be considered as limiting the liability of Tenant under this paragraph.

Tenant shall pay before delinquent all sums of money which, if unpaid, would entitle any person to a mechanic's or materialmen's or laborer's lien on the leased premises or on Tenant's interest under this lease, and filing or recordation of a notice of a claim to any such lien as security for any claim exceeding the amount of any bond furnished for Landlord's protection hereunder shall constitute a default hereunder; provided, however, that Tenant may contest the validity or justness of any such sum of money or of the claimant's right to a lien in case of nonpayment thereof, and Tenant shall not be deemed to be in default hereunder by reason of the filing or recordation of a notice of a claim to such lien if, within forty-five (45) days after the recordation or filing of any such notice or a claim to any such lien, and prior to termination of this lease under any other provision hereof, Tenant shall, without expense to Landlord, furnish to Landlord a good and sufficient bond issued by a corporate surety authorized to do a surety business in the State of Arizona for the payment of any sums finally adjudged by a court of competent jurisdiction to be due and such claimant and not covered by any other bond furnished by or for Tenant.

ARTICLE 15 - RIGHT OF ACCESS: Landlord shall have access at all reasonable times to the leased premises and the improvements placed thereon and each and every part thereof for the purpose or inspecting the same, posting such notices as landlord may deem to be for the protection of Landlord and the leased premises, for the purpose, as herein provided, of repossessing said leased premises and for the purpose of showing same to prospective tenants, purchasers, and mortgages, and during the last three (3) months of the term of this lease or any extension or renewal thereof, Landlord shall have the right to place and maintain in or upon said premises in one or more conspicuous places "For Rent", "For Lease", and "For Sale" signs.

ARTICLE 16 - TENANT NOT LANDLORD'S AGENT: This lease does not create the relationship of principal and agent or of partnership, or of joint venture, or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of Landlord and Tenant.

ARTICLE 17 - DESTRUCTION AND DAMAGE: In the event the leased premises are at any time damaged by fire or other casualty to an extent which does not render them substantially or wholly untenable, Landlord shall diligently proceed to repair, restore, or rehabilitate the same at Landlord's expense within a reasonable and practicable time, and Landlord shall be entitled to such possession of the leased premises as shall be necessary to accomplish such repairs, restoration and rehabilitation.

In the event the leased premises are made substantially or wholly untenable by fire or other casualty and the leased premises are to be repaired, restored and rehabilitated, then Tenant, may either terminate the Lease, or elect to remain at the premises with all rent abated until such time as the leased premises are restored so Tenant can continue with its regular operations. If more than 90 days are required to repair, restore or rehabilitate the leased premises, the minimum rent for the two years following continuous of operations by Tenant shall be equal to 75% of the existing minimum rent prior to the event which caused the leased premises to be repaired, restored or rehabilitated.

Failure to complete any repairs, rehabilitation, or restoration within a reasonable time for any causes beyond the control of Landlords shall not constitute a breach of this lease and shall give Tenant no other right or remedy other than the right of termination of this lease by given written notice to Landlord.

In the event of fire or other casualty, Landlord shall have no responsibility or liability for damages to property of Tenant or loss of business of Tenant caused by such fire or other casualty. Unless otherwise agreed upon, Tenant shall have no interest in the proceeds of any insurance carried by Landlord.

ARTICLE 18 - DEFAULT: Should Tenant at any time default in performance of any of Tenant's covenants, agreements or obligations hereunder, then Landlord may, after ten (10) days' notice to Tenant, rectify such default and add to the rent to be paid hereunder and any installment or installments thereof thereunder becoming due, Landlord's reasonable cost or expense in so doing, with interest at the maximum rate allowed by law from the date of expenditure until repaid.

Should Tenant or any party claiming under it hold the premises or any part thereof after any termination of this lease, no tenancy or interest in the premises shall result there from, and such holding shall be an unlawful detained and all parties shall be subject to immediate eviction and removal.

Should Tenant default in the performance of any of Tenant's covenants, agreements or obligations hereunder other than in the payment of rent, and should any such default continue for thirty (30) days after written notice from Landlord, or in the case of the nonpayment of rent or the nonpayment of any other money required by any of the provisions of this lease, should default continue for a period of ten (10) days, or should Tenant vacate or abandon the leased premises, or should Tenant make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or for any other relief under the Bankruptcy Act of the United States or as it may be amended, or be adjudicated bankrupt or insolvent, or should a receiver be appointed to take possession of substantially all of its assets or of this leasehold, or the same be subjected to attachment, execution, or other judicial seizure, and such bankruptcy, insolvency, or receivership proceeding, or such attachment, execution, or seizure not be terminated as to Tenant's leasehold interest within fifteen (15) days, the landlord may, either with or without notice or demand, declare said term ended and re-enter the premises or any part thereof, either with or without process of law, and expel or remove therefrom Tenant or any or all parties occupying the same, using such force as may be necessary so to do, and again repossess and enjoy the same without prejudice to any remedies that might be otherwise used for arrears of rent or other breach thereof, or Landlord, at its option and without declaring this lease ended, may reenter the conditions and at such rent as Landlord may deem proper and as may be reasonable and quotable in the circumstances, and may collect such rent and apply it on the amount due from Tenant hereunder, and on the expense of such relating, and on any other damage or expense so sustained by Landlord, or any such item or items, and may then or at any time or from time to time recover from Tenant the balance then due from it.

Should Landlord Terminate this lease by reason or any breach thereof by Tenant, then Landlord may thereupon recover from Tenant the worth at the time of such termination or the excess, if any, of the amount of rent and charges equivalent thereto reserved herein for the balance of said term over the then reasonable rental value of said premises for the same period. Landlord shall not by any re-entry or other act be deemed to have terminated this lease or the liability of Tenant for the total rent hereunder or any installment thereof then due or thereafter accruing or for the damages unless Landlord shall notify Tenant in writing that Landlord has elected to terminate the same. The remedies of Landlord specified herein shall be cumulative to each other and in addition to any others allowed by law. In the event Landlord brings any legal proceeding to enforce any of the terms of this lease, Landlord shall be entitled to a reasonable sum as attorneys' fees to be fixed by the court if any judgment is rendered in favor of Landlord.

ARTICLE 19 - REMOVAL OF GOODS AND FIXTURES: At any time during the term of this lease or within ten (10) days after the expiration thereof, if Tenant is not then in default, Tenant may remove any and all equipment owned by tenant, and all signs and trade fixtures owned by Tenant, provided that such removal is made in a neat and workmanlike manner, and that Tenant repairs any damage caused to the leased premises by reasons of such removal.

ARTICLE 20 - HOLDING OVER: Any holding over after the expiration of said term shall be only with the consent of Landlord, and shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

ARTICLE 21 – RIGHT TO EXECUTE: Landlord covenants with Tenant that it is either the owner of said premises or the Lessee of said premises under a written lease for a term as long as or longer than the term of this lease, and that it has good right to lease the same for the term, and Tenant, upon the conditions herein specified by it to be kept and performed, may and shall peaceably have, hold and enjoy the said leased premises for the term hereinabove specified.

ARTICLE 22 – SUBORDINATION: Tenant's rights under this lease and this lease shall, if Landlord elects by written notice to Tenant at any time during the term of this lease, be subordinate to any mortgage or mortgages and the lien thereof now or hereafter placed upon the leased premises and any additional or adjoining property or upon any underlying leasehold estate, and to all advances made or hereafter made upon the security thereof. Tenant shall execute such further instruments subordinating this lease to the lien or liens of such mortgage or mortgages or to any underlying lease or leases, as shall be requested by Landlord after such election. Tenant hereby irrevocably appoints Landlord as its attorney in fact for Tenant with full authority to execute and deliver in the name of Tenant any such instrument or instruments.

ARTICLE 23 – MORTGAGEE'S STATEMENTS: Tenant agrees at any time and from time to time within twenty (20) days following written notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this lease is unmodified and in full force and effect (or if there shall have been modifications that the same is in full force and effect as modified and stating the modifications), and the dates to which the rent and other charges have been paid in advance, if any, and stating whether or not to the best of the signer's knowledge Landlord is in default in the performance of any covenant, agreement, or condition contained in this lease and if so, specifying each such default. It is intended that any statement delivered pursuant to this Article 23 may be relied upon by any prospective purchaser of Landlord's interest or of any mortgagee thereof, or by any assignee or any mortgagee or of Landlord's interest.

ARTICLE 24- MERCHANTS' ASSOCIATION: Tenant agrees to become a member of and maintain membership in good standing in any merchants' association constituted of a majority or more of the tenants of the shopping center, and Tenant agrees to pay any and all dues, assessments, and charges or any such association, provided the same are determined on a non-discriminatory basis; presently Three hundred Twenty-two and 19/100 Dollars (\$322.19) per month.

ARTICLE 25 – CONDEMNATION: In the event of any condemnation or taking by virtue of exercise of the right of eminent domain of any portion of the shopping center or any right or interest therein, the entire proceeds of an payment or award are and shall be the property of Landlord and of any mortgagee or Landlord. Tenant hereby assigns to Landlord and any mortgagee of Landlord any right, title, interest, or claim which Tenant would otherwise have in or to any such payment or award. It is understood that this provision is not applicable to leasehold interest and store fixtures of Tenant.

In the event any portion of the lease premises is condemned, Tenant has the right to terminate this lease.

ARTICLE 26 – WAIVER: The waiver by Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, condition or covenant herein contained. Acceptance of rental by Landlord shall not constitute waiver of any uncured breach by Tenant then existing. No action required or permitted to be taken by or on behalf of Landlord under the terms or provisions of this lease shall be deemed to constitute an eviction or disturbance of Tenant's possession of the leased premises. Any and all rights, remedies and options given in this lease to Landlord shall be cumulative and in addition to and with waiver of or in derogation of any right or remedy given to him under any law now or hereafter in effect.

ARTICLE 27 - NOTICES: Whenever it shall be required that any notice be given hereunder, the same shall be sufficiently served upon Tenant by depositing the same in the United States registered or certified mail, postage prepaid, return receipt requested, and addressed to Tenant at the premises or at such other address as Tenant may give to Landlord in writing from time to time. Notice to Landlord, under the provisions hereof, shall be deposited in the United States registered or certified mail, postage prepaid, return receipt requested, and addressed to Landlord at Post Office Box 380, Alamo, CA 94507, or at such other address as Landlord may give Tenant in writing from time to time. Any such notice shall be deemed given on the day after the mailing thereof.

ARTICLE 28 - LEASE BINDING ON SUCCESSORS: The covenants and conditions herein contained shall apply to and bind the heirs, executors, administrators, successors, and assigns or all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

ARTICLE 29 - MISCELLANEOUS PROVISIONS: All preliminary negotiations are merged into and incorporated in this lease. The laws of the State of Arizona shall govern the validity, performance and enforcement of this lease.

ARTICLE 30 - BAKERY ADDITION: Tenant shall submit to Landlord, for his written approval, architectural drawings for an approximately seven hundred (700) square foot addition to be used as Bakery space. The cost of said addition, in the amount of [REDACTED], shall be paid by Tenant. Landlord shall reimburse Tenant said amount as a credit against rent earned over thirty-six (36) months, commencing with the twenty-fifth (25th) month following completion of the addition.

Time shall be considered to be of essence of this lease.

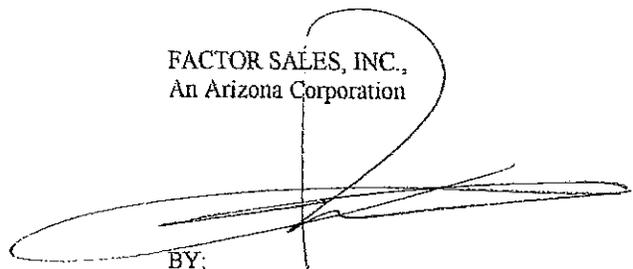
IN WITNESS WHEREOF, Landlord and Tenant have executed this lease as of the day and year first above written.

YUMA MESA SHOPPING CENTER,
A Partnership,

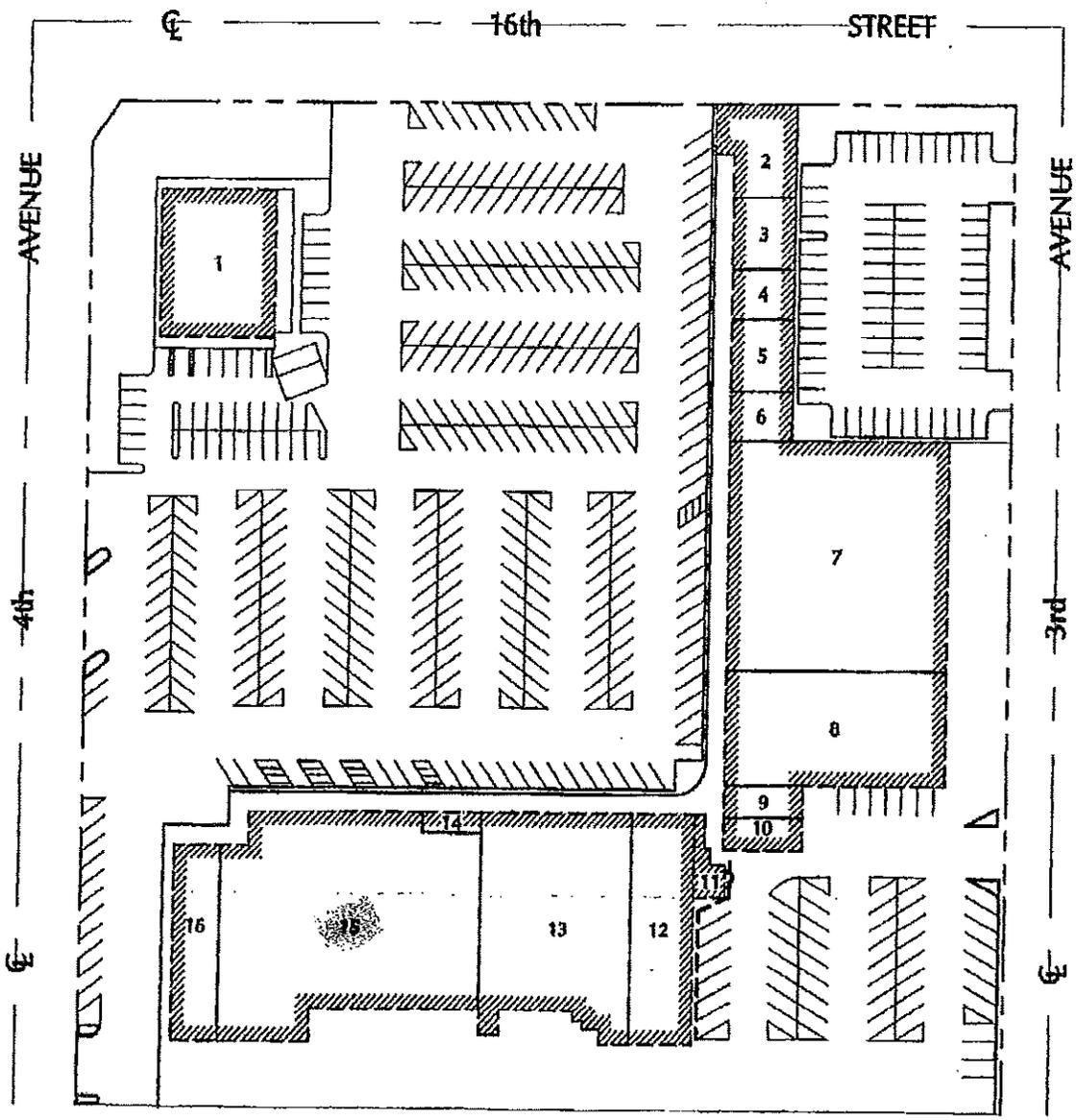
By: 
ERNEST G. CHEONIS
General Partner

Landlord

FACTOR SALES, INC.,
An Arizona Corporation

BY: 
VICTOR M. SALCIDO
President

Tenant



YUMA MESA SHOPPING CENTER

SITE PLAN

- BUILDING KEY:**
- | | |
|---------------------------------------|-----------------------------------|
| 1) RED LOBSTER | 8) EPIC VIDEO |
| 2) SPRITZ HAIR STYLISTS | 9) ESTHER'S CERAMICS |
| 3) BEAUTY SUPPLY & EYEWEAR SUNGLASSES | 10) RED WING OF YUMA |
| 4) SINGER SEW & VAC | 11) J/R JEWELERS |
| 5) AMERICAN GENERAL FINANCE | 12) GALA FASHIONS |
| 6) CHECK n' CASH | 13) 99¢ MART |
| 7) BIG! LOTS | 14) YUMA MESA JEWELERS |
| | 15) AVAILABLE |
| | 16) RADIO SHACK |

Del SJ
Del SJ



Exhibit A

YUMA MESA SHOPPING CENTERSign Ordinance

All new signs must be approved in writing by the Landlord prior to installation and conform to the following required sign specifications:

1. Signs are to be made up of individual letters to be secured to the building parapet.
2. The letters are to be reverse pan metal, nonilluminated, except as provided in Item 7 below.
3. The color of the letters is to be flat black.
4. The total length of the sign is not to exceed 65 percent of each tenant's store frontage.
5. The height of the letters is not to exceed 22 inches.
6. No can-type or illuminated signs are to be permitted on the parapets or beneath the canopy overhang.
7. The letters of the sign may be back-lit by neon, which neon should be enclosed and secured inside of each letter.

EXHIBIT "B"

Del Sol Hill. Bldg
367 W. 10th St. #15
Yuma, AZ 85364
ORIGINAL

SHOPPING CENTER STORE LEASE

THIS LEASE is made this 31st day of October, 2002, by and between YUMA MESA SHOPPING CENTER, a partnership, herein referred to as "Landlord," and Factor Sales, Inc., an Arizona corporation, herein jointly and severally referred to as "Tenant."

ARTICLE 1 - LEASED PREMISES: Landlord hereby leases and assigns to Tenant those certain leased premises in the YUMA MESA SHOPPING CENTER, in the City of Yuma, County of Yuma, State of Arizona, previously occupied by Southwest Markets and more particularly described as follows:

That area hatched in red on the layout and plot plan attached hereto, made a part hereof, and marked Exhibit "A", together with the right to use in common with other tenants the areas designated by Landlord from time to time for common use including pedestrian, parking, and service areas.

ARTICLE 2 - TERM: The term of this lease shall commence upon execution, and shall end five (5) years after the first day of the month following the date on which the term commences adjusted to coincide with the termination date of the Lease between the parties dated April, 2002 for the premises commonly known as Del Sol Market. The references to "lease years" as hereinafter used shall be those successive twelve-month periods commencing with that date which is the first day of the first whole month included within the term of this lease unless otherwise specified.

ARTICLE 3 - EXTENSION OF TERM: Tenant shall have the right and option to extend the term of this lease for five (5) successive periods of five (5) years, provided that at the time of the exercise and at the time of commencement of the additional period, Tenant is not in default under any term or provision hereof, by giving written notice to Landlord not less than one hundred eighty (180) days prior to the end of the existing lease term and the minimum sales described below have been met. During any such additional period, all of the terms and provisions hereof shall be applicable and shall remain in full force and effect except for rental which shall be adjusted as mutually agreed upon. Any and all options contained herein are personal to the Tenant herein and may not be exercised by Tenant's assignee, if any. In the event of co-tenants, the exercise of an option must be by all of the co-tenants and Landlord is not bound by the exercise of an option by fewer than all of the co-tenants.

ARTICLE 4 - RENTAL: Tenant shall pay to Landlord rent for the use and occupancy of the leased premises, and for such other rights and privileges as are herein granted, during the term of this lease, as follows:

(a) Minimum Rent: Tenant shall, during the term of this lease, pay to Landlord, in advance, on or before the first day of each calendar month, as minimum rent, as follows:

- First term:
- Second term:
- Third term:
- Fourth term:
- Fifth term:



(b) Maintenance Rent: Tenant shall pay to Landlord monthly, as additional rental, at the same time as each installment of minimum rent is paid, Tenant's pro-rata share of the cost of lighting, sweeping, cleaning, insuring, policing (including, but not limited to security guards), repairing, and maintaining the sidewalks, walkways, parking areas, parking lot lighting and pole signs, service areas, common areas, and landscaping

of the shopping center. Said share shall be determined by the ratio that the area in square feet of the leased premises bears to the total area in square feet of all buildings which constitute the shopping center, or .00637 percent (.637%). Landlord's determination of such cost shall be binding and conclusive upon Tenant, and Landlord may fix the amount to be paid each month on the basis of Landlord's best estimate, but Landlord shall make adjustment for the exact amount due by appropriate charge or credit to Tenant not less often than once in each lease year. Initially, Tenant shall pay Twenty Dollars (\$20.00) per month.

(c) Real Estate Tax: Tenant shall pay his proportionate share of all real property taxes and general and special assessments levied and assessed against the building, other improvements, and land of which the premises are a part.

Further, Landlord may appeal said real property taxes and Tenant agrees to pay his pro-rata share of any and all costs incurred therein and Tenant will be billed his pro-rata share at the same time Tenant is billed for his proportionate share of the taxes stated above.

Tenant's proportionate share shall be the ratio of the total real property taxes levied and assessed against the building, other improvements, and land of which the premises are a part that the total number of square feet in the premises bears to the total number of leasable square feet in the building and other improvements in which the premises are located, or .00688 percent (.688%).

Each year Landlord shall notify Tenant of Landlord's calculation of Tenant's proportionate share of the real property taxes and together with such notice shall furnish Tenant with a copy of the tax bill. Tenant shall pay its proportionate share of the real property taxes annually not later than thirty (30) days after receipt of the tax bill.

Tenant shall pay to Landlord monthly, as additional rental, at the same time as each installment of minimum rent is paid, the amount Landlord determines as its best estimate of Tenant's proportionate share, but Landlord shall make adjustment for the exact amount due by appropriate charge or credit to Tenant not less often than once in each lease year. Initially, Tenant shall pay [REDACTED] per month.

(d) Excise Taxes: Tenant shall pay to Landlord, at the same time as any other rental payment is made to or for Landlord, an amount equal to the amount of any gross proceeds taxes, excise taxes, privilege taxes, sales taxes, or like taxes now or hereafter levied or assessed by the United States, the State of Arizona, any political subdivision of the State of Arizona, or any municipal corporation, upon such rental or the payment or receipt thereof or which Landlord will be caused to pay as a result of the receipt thereof (except that Tenant shall not be obligated to pay to Landlord any amount on account of any net income tax or estate, inheritance, or succession tax).

(e) Insurance: Tenant agrees to pay Landlord in each year of the demised term as additional rental an amount equal to .00688 percent (.688%) of all insurance premiums on the shopping center improvements. Said insurance may include Standard Form Fire Policy with Extended Coverage and Vandalism and Malicious Mischief Coverage, Broad Form Boiler Coverage, Rental Income Insurance with one hundred percent (100%) contribution covering all rental and any other payments due and payable to Landlord, All Risk and/or Difference in Conditions Coverage, including flood and earthquake coverage, General Liability Coverage, and any other business insurance deemed necessary by Landlord. Said insurance shall be in amounts not greater than the full insurable replacement cost of the shopping center improvements.

(f) Late Charges: Any and all rental items payable as set forth in this Article 4 and/or in any other portion of this lease must be received by Landlord upon the date due and within the time periods herein set forth. Such payments not received by Landlord within ten (10) days of the due date shall be subject to a FIFTY DOLLAR (\$50.00) special handling late charge, or five percent (5%) of the amount due, whichever is greater. Said special handling late charge shall be payable immediately upon receipt of notice by Tenant and Tenant's failure to pay said special handling late charge shall amount to a default under the terms of this lease.

ARTICLE 5 - CONDITION OF PREMISES: Tenant has inspected the leased premises and accepts the same in their "as is" condition. No agreements are made by Landlord with respect to the condition of the premises, except as may be provided by separate written agreement between Landlord and Tenant.

ARTICLE 6 - CONTINUOUS USE OF LEASED PREMISES: Tenant shall take possession of the leased premises contemporaneous with commencement of the term hereof. The leased premises shall be used and occupied by Tenant for the purpose of operating and conducting therein the retail sale of ~~ice cream~~ as that business is ordinarily conducted. No part of the leased premises shall be used for any other purpose or purposes without the written consent of Landlord. Tenant agrees to conduct and operate its business on the leased premises continuously on all business days during such hours as is customary for businesses of like kind and character in the city and adjacent areas.

ARTICLE 7 - COMMON AREAS; PARKING: Tenant and its customers and patrons shall, during the term of this lease, have the right in common with others to use for the parking of automobiles that area which is designated by Landlord from time to time for parking. Tenant's right to use sidewalks, parking and the areas provided for service, delivery, and loading, shall be subject to such rules and regulations applicable generally to all tenants of said shopping center, as Landlord may adopt from time to time for the orderly and proper operation of sidewalks, parking areas and areas provided for service, delivery and loading. Tenant shall not place merchandise, vending machines or property of Tenant on the sidewalks or parking areas; in such event where Tenant has a special sale, Landlord shall not unreasonably withhold written consent for a sidewalk sale. Tenant and employees of Tenant shall park only in such areas as may be designated for such parking by Landlord, if any, and Tenant agrees to cooperate with Landlord in enforcing such restrictions and to provide Landlord with descriptions and license plate numbers of all employee vehicles. Tenant shall not be required to maintain all or any portion of sidewalks, parking areas, and service, delivery and loading areas, or to provide for the adequate lighting thereof, and Landlord shall keep and maintain the same in good condition and repair and provide for the adequate lighting thereof.

ARTICLE 8 - TAXES AND UTILITIES: Tenant shall pay, throughout the term of this lease, and before delinquent, all heat, water, light, gas, power, garbage removal, and other services supplied to the leased premises, all personal property taxes and assessments levied or assessed upon property placed on the leased premises by either Landlord or Tenant, and all costs and charges arising out of any improvements, repairs, and alterations made by Tenant in or upon the leased premises.

ARTICLE 9 - RADIUS CLAUSE: Tenant covenants and agrees that it will not open a similar business within a one (1) mile radius of the leased premises.

ARTICLE 10 - ADDITIONS OR ALTERATIONS OF TENANT: Tenant shall not make or suffer or permit to be made any additions to or alterations of the leased premises or any part thereof, except as required of Tenant pursuant to the terms and provisions hereof, without the written consent of Landlord, and any additions to or alterations of the leased premises, except signs and Tenant's trade fixtures, shall become at once a part of the realty and belong to Landlord.

ARTICLE 11 - REPAIR, MAINTENANCE AND CONDITION OF PREMISES: Tenant shall, at its own expense, keep and maintain the leased premises in good condition and repair, except the exterior walls, roof, structural portions of floors, exterior canopy, and adjacent sidewalks, and shall keep and maintain in good condition and repair the entire interior of the leased premises, all lighting, plumbing, heating, air conditioning, and other fixtures, equipment, wiring, and drains contained therein, and all windows, doors, glazing, floor covering, and store front. Tenant shall be responsible for the maintenance, repair, and replacement of all plate glass on the leased premises. All trade and store fixtures of Tenant shall, at time of installation, be new or completely reconditioned, and "like new." Should Tenant fail to make any such repairs, maintenance, or replacement after written notice by Landlord with reasonable promptness, Landlord, at its option, may make the same, and all costs and expenses thereof shall immediately become due and payable by Tenant to Landlord as additional rental. In the event any repairs, replacement, or maintenance of the exterior walls, structural portions of floors, or adjacent sidewalks becomes necessary, Tenant shall give written notice to

Landlord of the necessity for such repairs, replacement, or maintenance, and Landlord shall then be obligated, with reasonable promptness, at its cost and expense, to make such necessary repairs, replacement or maintenance.

Tenant shall keep and maintain the leased premises in a sanitary, clean, and safe condition, and shall not permit any condition to exist on the leased premises which constitutes a hazard to the leased premises or to any person or property therein, or which shall cause any increase in fire or extended coverage insurance rates. The leased premises and all adjacent sidewalks, parking and service areas within the shopping center shall be kept free and clear of all debris, trash, garbage, and waste resulting from the operation of Tenant's business, and all such debris, trash, garbage, and waste shall be kept only in such places and in such receptacles, awaiting disposal, as Landlord shall approve in writing. No incinerator shall be constructed or used by Tenant without written consent of Landlord.

ARTICLE 12 - SIGNS AND ADVERTISING: Tenant shall conform with the sign ordinance set forth herein as Exhibit B and shall obtain Landlord's written approval in advance to all signs and similar advertising material, including lettering and other advertising media upon the exterior of the leased premises and the exterior and interior surfaces of all doors and show windows. Illuminated signs shall not be of the flashing type. Loud speakers, phonographs, radios, and other means of broadcasting in a manner to be heard outside of the leased premises shall not be used without the written consent of Landlord. The cost of installing, maintaining, changing and removing all such signs shall be borne by Tenant. Display windows shall be well lighted during hours when either the shopping center, or the leased premises, are open. Tenant shall use as its advertised business address the name of the shopping center, in lieu of the street address or other address for the leased premises. Tenant's advertised business name shall not be changed without Landlord's written consent, and Landlord's name or that of the shopping center shall not be used in any confusing, detrimental, or misleading manner.

ARTICLE 13 - ASSIGNMENT AND SUBLETTING: Tenant shall not sublet the whole or any part of the leased premises, nor assign this lease or any interest therein (nor may this lease be assigned by operation of law) to any person whomsoever, and any attempted or purported assignment or subletting shall constitute a breach of this lease, and shall at Landlord's election be void.

ARTICLE 14 - ASSUMPTION OF RISK, LIABILITY: Tenant, as a material part of the consideration to be rendered to Landlord under this lease, will and does hereby assume all risk of damage to goods, wares, merchandise, trade fixtures, and equipment in and upon the leased premises from every source or cause other than by reason of Landlord's breach of any of the provisions of this lease. Landlord's failure to make repairs for which it is responsible shall not be considered a breach of the provisions of this lease unless it has received from Tenant written notice of the necessity of such repairs, and has then failed to promptly commence the making of such repairs.

Tenant shall and does hereby assume all liability for injuries to any person in or about the leased premises from any cause, and Tenant will hold Landlord harmless for or on account of any such damage or injury. Tenant shall obtain and pay the premiums for a liability insurance policy covering injuries to persons or property in or about the leased premises, with limits of not less than \$1,000,000 for injuries to persons and limits of not less than \$250,000 for damage to property. In no event shall the limits of said policies be considered as limiting the liability of Tenant under this paragraph.

Tenant shall pay before delinquent all sums of money which, if unpaid, would entitle any person to a mechanic's or materialmen's or laborer's lien on the leased premises or on Tenant's interest under this lease, and filing or recordation of a notice of a claim to any such lien as security for any claim exceeding the amount of any bond furnished for Landlord's protection hereunder shall constitute a default hereunder; provided, however, that Tenant may contest the validity or justness of any such sum of money or of the claimant's right to a lien in case of nonpayment thereof, and Tenant shall not be deemed to be in default hereunder by reason of the filing or recordation of a notice of a claim to such lien if, within forty-five (45) days after the recordation

or filing of any such notice of a claim to any such lien, and prior to termination of this lease under any other provision hereof, Tenant shall, without expense to Landlord, furnish to Landlord a good and sufficient bond issued by a corporate surety authorized to do a surety business in the State of Arizona for the payment of any sums finally adjudged by a court of competent jurisdiction to be due any such claimant and not covered by any other bond furnished by or for Tenant.

ARTICLE 15 - RIGHT OF ACCESS: Landlord shall have access at all reasonable times to the leased premises and the improvements placed thereon and each and every part thereof for the purpose of inspecting the same, posting such notices as Landlord may deem to be for the protection of Landlord or the leased premises, for the purpose, as herein provided, of repossessing said leased premises and for the purpose of showing same to prospective tenants, purchasers, and mortgagees, and during the last three (3) months of the term of this lease or any extension or renewal thereof, Landlord shall have the right to place and maintain in or upon said premises in one or more conspicuous places "For Rent," "For Lease," and "For Sale" signs.

ARTICLE 16 - TENANT NOT LANDLORD'S AGENT: This lease does not create the relationship of principal and agent or of partnership, or of joint venture, or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant.

ARTICLE 17 - DESTRUCTION AND DAMAGE: In the event the leased premises are at any time damaged by fire or other casualty to an extent which does not render them substantially or wholly untenable, Landlord shall diligently proceed to repair, restore, or rehabilitate the same at Landlord's expense within a reasonable and practicable time, and Landlord shall be entitled to such possession of the leased premises as shall be necessary to accomplish such repairs, restoration and rehabilitation.

In the event the leased premises are made substantially or wholly untenable by fire or other casualty and the leased premises are to be repaired, restored, and rehabilitated, then Tenant, may either terminate the Lease, or elect to remain at the premises with all rent abated until such time as the leased premises are restored so Tenant can continue with its regular operations. If more than 90 days are required to repair, restore or rehabilitate the leased premises, the minimum rent for the two years following continuous operations by Tenant shall be equal to 75% of the existing minimum rent prior to the event which caused the leased premises to be repaired, restored or rehabilitated.

Failure to complete any repairs, rehabilitation, or restoration within a reasonable time for any causes beyond the control of Landlord shall not constitute a breach of this lease and shall give Tenant no other right or remedy other than the right of termination of this lease by giving written notice to Landlord.

In the event of fire or other casualty, Landlord shall have no responsibility or liability for damages to property of Tenant or loss of business by Tenant caused by such fire or other casualty. Unless otherwise agreed upon, Tenant shall have no interest in the proceeds of any insurance carried by Landlord.,

ARTICLE 18 - DEFAULT: Should Tenant at any time default in performance of any of Tenant's covenants, agreements or obligations hereunder, then Landlord may, after ten (10) days' notice to Tenant, rectify such default and add to the rent to be paid hereunder and to any installment or installments thereof thereunder becoming due, Landlord's reasonable cost or expense in so doing, with interest at the maximum rate allowed by law from the date of expenditure until repaid.

Should Tenant or any party claiming under it hold the premises or any part thereof after any termination of this lease, no tenancy or interest in the premises shall result therefrom, and such holding shall be an unlawful detainer and all parties shall be subject to immediate eviction and removal.

Should Tenant default in the performance of any of Tenant's covenants, agreements or obligations hereunder other than in the payment of rent, and should any such default continue for thirty (30) days after written notice from Landlord, or in the case of the nonpayment of rent or the nonpayment of any other money required by any of the provisions of this lease, should default continue for a period of ten (10) days, or should Tenant vacate or abandon the leased premises, or should Tenant make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or for any other relief under the Bankruptcy Act of the United States or as it may be amended, or be adjudicated bankrupt or insolvent, or should a receiver be appointed to take possession of substantially all of its assets or of this leasehold, or the same be subjected to attachment, execution, or other judicial seizure, and such bankruptcy, insolvency, or receivership proceeding, or such attachment, execution, or seizure not be terminated as to Tenant's leasehold interest within fifteen (15) days, the Landlord may, either with or without notice or demand, declare said term ended and re-enter the premises or any part thereof, either with or without process of law, and expel or remove therefrom Tenant or any or all parties occupying the same, using such force as may be necessary so to do, and again repossess and enjoy the same without prejudice to any remedies that might be otherwise used for arrears of rent or other breach thereof, or Landlord, at its option and without declaring this lease ended, may reenter the leased premises and relet the whole or any part thereof, for the account of Tenant, and on such terms and conditions and at such rent as Landlord may deem proper and as may be reasonable and equitable in the circumstances, and may collect such rent and apply it on the amount due from Tenant hereunder, and on the expense of such reletting, and on any other damage or expense so sustained by Landlord, or on any such item or items, and may then or at any time or from time to time recover from Tenant the balance then due from it.

Should Landlord terminate this lease by reason of any breach thereof by Tenant, then Landlord may thereupon recover from Tenant the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent thereto reserved herein for the balance of said term over the then reasonable rental value of said premises for the same period. Landlord shall not by any re-entry or other act be deemed to have terminated this lease or the liability of Tenant for the total rent hereunder or any installment thereof then due or thereafter accruing or for damages unless Landlord shall notify Tenant in writing that Landlord has elected to terminate the same. The remedies of Landlord specified herein shall be cumulative to each other and in addition to any others allowed by law. In the event Landlord brings any legal proceeding to enforce any of the terms of this lease, Landlord shall be entitled to a reasonable sum as attorneys' fees to be fixed by the court if any judgment is rendered in favor of Landlord.

ARTICLE 19 - REMOVAL OF GOODS AND FIXTURES: At any time during the term of this lease or within ten (10) days after the expiration thereof, if Tenant is not then in default, Tenant may remove any and all equipment owned by Tenant, and all signs and trade fixtures owned by Tenant, provided that such removal is made in a neat and workmanlike manner, and that Tenant repairs any damage caused to the leased premises by reason of such removal.

ARTICLE 20 - HOLDING OVER: Any holding over after the expiration of said term shall be only with the consent of Landlord, and shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

ARTICLE 21 - RIGHT TO EXECUTE: Landlord covenants with Tenant that it is either the owner of said premises or the Lessee of said premises under a written lease for a term as long as or longer than the term of this lease, and that it has good right to lease the same for the term, and Tenant, upon the conditions herein specified by it to be kept and performed, may and shall peaceably have, hold and enjoy the said leased premises for the term hereinabove specified.

ARTICLE 22 - SUBORDINATION: Tenant's rights under this lease and this lease shall, if Landlord elects by written notice to Tenant at any time during the term of this lease, be subordinate to any mortgage or mortgages and the lien thereof now or hereafter placed upon the leased premises and any additional or

adjoining property or upon any underlying leasehold estate, and to all advances made or hereafter made upon the security thereof. Tenant shall execute such further instruments subordinating this lease to the lien or liens of such mortgage or mortgages or to any underlying lease or leases, as shall be requested by Landlord after such election. Tenant hereby irrevocably appoints Landlord as its attorney in fact for Tenant with full authority to execute and deliver in the name of Tenant any such instrument or instruments

ARTICLE 23 - MORTGAGEE'S STATEMENTS: Tenant agrees at any time and from time to time within twenty (20) days following written notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this lease is unmodified and in full force and effect (or if there shall have been modifications that the same is in full force and effect as modified and stating the modifications), and the dates to which the rent and other charges have been paid in advance, if any, and stating whether or not to the best of the signer's knowledge Landlord is in default in the performance of any covenant, agreement, or condition contained in this lease and if so, specifying each such default. It is intended that any statement delivered pursuant to this Article 23 may be relied upon by any prospective purchaser of Landlord's interest or of any mortgagee thereof, or by any assignee of any mortgage or of Landlord's interest.

ARTICLE 24 - MERCHANTS' ASSOCIATION: Tenant agrees to become a member of and maintain membership in good standing in any merchants' association constituted of a majority or more of the tenants of the shopping center, and Tenant agrees to pay any and all dues, assessments, and charges of any such association, provided the same are determined on a non-discriminatory basis; presently [REDACTED] per month.

ARTICLE 25 - CONDEMNATION: In the event of any condemnation or taking by virtue of exercise of the right of eminent domain of any portion of the shopping center or any right or interest therein, the entire proceeds of any payment or award are and shall be the property of Landlord and of any mortgagee of Landlord. Tenant hereby assigns to Landlord and any mortgagee of Landlord any right, title, interest, or claim which Tenant would otherwise have in or to any such payment or award. It is understood that this provision is not applicable to leasehold interest and store fixtures of Tenant.

ARTICLE 26 - WAIVER: The waiver by Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, condition or covenant herein contained. Acceptance of rental by Landlord shall not constitute waiver of any uncured breach by Tenant then existing. No action required or permitted to be taken by or on behalf of Landlord under the terms or provisions of this lease shall be deemed to constitute an eviction or disturbance of Tenant's possession of the leased premises. Any and all rights, remedies and options given in this lease to Landlord shall be cumulative and in addition to and with waiver of or in derogation of any right or remedy given to him under any law now or hereafter in effect.

ARTICLE 27 - NOTICES: Whenever it shall be required that any notice be given hereunder, the same shall be sufficiently served upon Tenant by depositing the same in the United States registered or certified mail, postage prepaid, return receipt requested, and addressed to Tenant at the premises or at such other address as Tenant may give to Landlord in writing from time to time. Notice to Landlord, under the provisions hereof, shall be deposited in the United States registered or certified mail, postage prepaid, return receipt requested, and addressed to Landlord at Post Office Box 380, Alamo, CA 94507, or at such other address as Landlord may give Tenant in writing from time to time. Any such notice shall be deemed given on the day after the mailing thereof.

ARTICLE 28 - LEASE BINDING ON SUCCESSORS: The covenants and conditions herein contained shall apply to and bind the heirs, executors, administrators, successors, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

ARTICLE 29 - MISCELLANEOUS PROVISIONS: All preliminary negotiations are merged into and incorporated in this lease. The laws of the State of Arizona shall govern the validity, performance and enforcement of this lease.

Time shall be considered to be of the essence of this lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this lease as of the day and year first above written.

YUMA MESA SHOPPING CENTER,
a Partnership,

By: 

ERNEST G. CHEONIS
General Partner

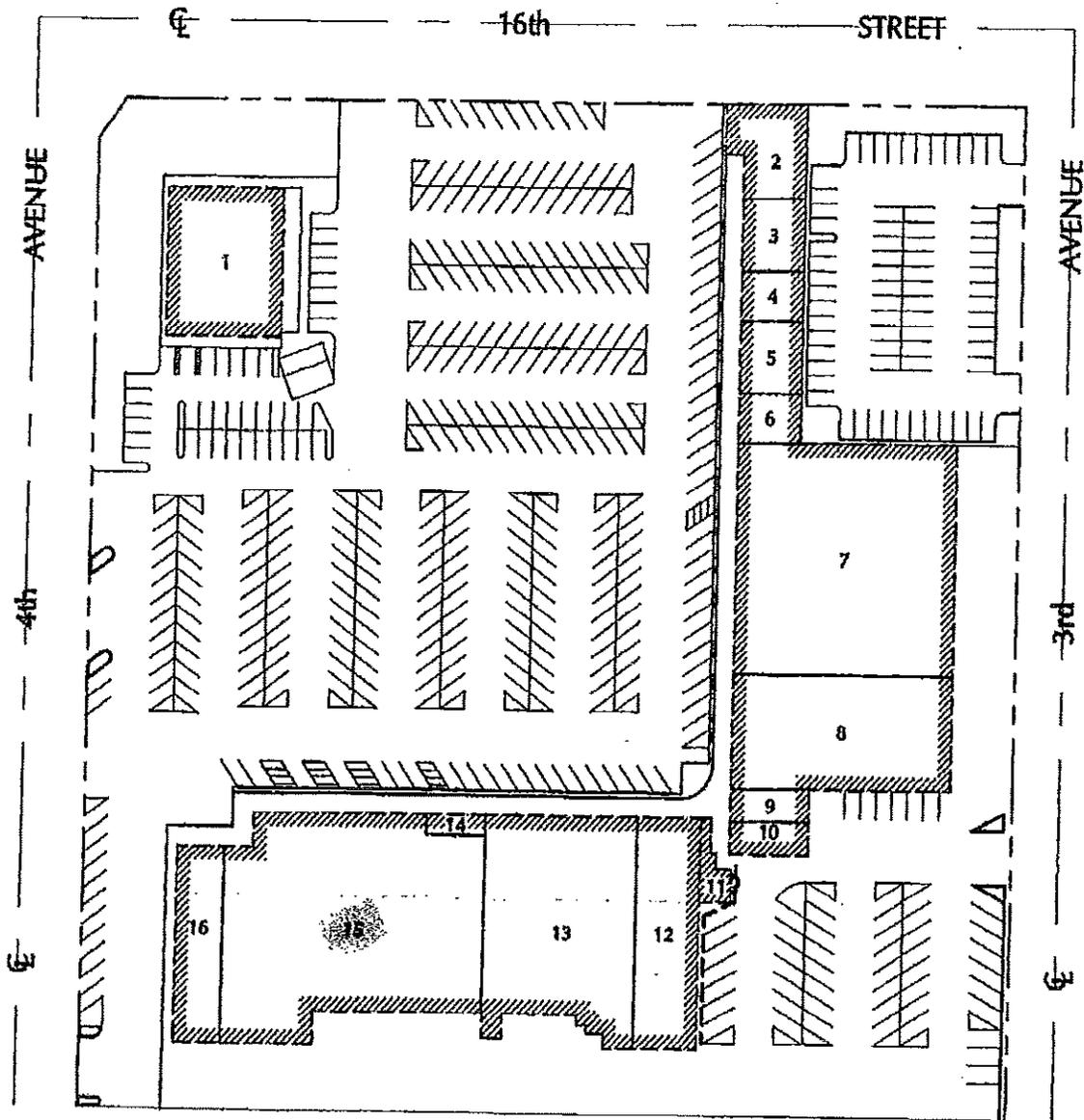
Landlord

FACTOR SALES, INC,
an Arizona Corporation

By: 

VICTOR M. SALCIDO
President

Tenant



YUMA MESA SHOPPING CENTER

SITE PLAN

BUILDING KEY:

- | | |
|---------------------------------------|------------------------|
| 1) RED LOBSTER | 8) EPIC VIDEO |
| 2) SPRITZ HAIR STYLISTS | 9) ESTHER'S CERAMICS |
| 3) BEAUTY SUPPLY & EYEWEAR SUNGLASSES | 10) RED WING OF YUMA |
| 4) SINGER SEW & VAC | 11) J/R JEWELERS |
| 5) AMERICAN GENERAL FINANCE | 12) GALA FASHIONS |
| 6) CHECK n' CASH | 13) 99¢ MART |
| 7) BIGI LOTS | 14) YUMA MESA JEWELERS |
| | 15) AVAILABLE |
| | 16) RADIO SHACK |



NTS

Exhibit A

YUMA MESA SHOPPING CENTERSign Ordinance

All new signs must be approved in writing by the Landlord prior to installation and conform to the following required sign specifications:

1. Signs are to be made up of individual letters to be secured to the building parapet.
2. The letters are to be reverse pan metal, nonilluminated, except as provided in Item 7 below.
3. The color of the letters is to be flat black.
4. The total length of the sign is not to exceed 65 percent of each tenant's store frontage.
5. The height of the letters is not to exceed 22 inches.
6. No can-type or illuminated signs are to be permitted on the parapets or beneath the canopy overhang.
7. The letters of the sign may be back-lit by neon, which neon should be enclosed and secured inside of each letter.

EXHIBIT "B"

DEL SOL #4
280 S. 4th Ave
Yuma, AZ 85304

L E A S E

This Lease is made this 1st day of February 2008 and, between CONCORD HOLDINGS LLC, an Arizona limited liability company, as "LESSOR," and FACTOR SALES, INC., an Arizona Corporation, as "LESSEE." on the following terms and conditions:

1. - PREMISES TERM: LESSOR hereby leases to LESSEE the Following described real property and all building and improvements thereon in the City of Yuma, County of Yuma, State of Arizona:

PARCEL No. 1

Lots five (5) and six (6), Block Ninety-nine (99), CITY OF YUMA, according to White's Official Survey filed April 4, 1894, in the office of the Yuma County Recorder; TOGETHER WITH that portion of the vacated alley, vacated February 3, 1914, by ordinance No. 112 of the common Council of the City of Yuma; Lying South of the Westerly prolongation of the North line of lot 5, lying East of the East line of the existing 20 foot alley, and lying North of the Westerly prolongation of the South line of Lot 6, Block 99, CITY OF YUMA.

PARCEL No. 2

Lot Eight (8), Block Ninety-nine (99), CITY OF YUMA, according to White's Official Survey filed April 4, 1894, in the office of the Yuma County Recorder; TOGETHER WITH that portion of the vacated alley, vacated February 3, 1914, by ordinance No. 112 of the common Council of the City of Yuma; Lying South of the Easterly prolongation of the North line of lot 8, lying West of the West line of the existing 20 foot alley, and lying North of the Easterly prolongation of the South line of Lot 8, Block 99, CITY OF YUMA.

PARCEL No. 3

Lot Seventh (7), Block Ninety-nine (99), CITY OF YUMA, according to White's Official Survey filed April 4, 1894, in the office of the Yuma County Recorder; TOGETHER WITH that portion of the vacated alley, vacated February 3, 1914, by ordinance No. 112 of the common Council of the City of Yuma; Lying South of the Easterly prolongation of the North line of lot 7, lying West of the West line of the existing 20 foot alley, and lying North of the Easterly prolongation of the South line of Lot 7, Block 99, CITY OF YUMA.

More commonly known as Del Sol Market, 280 St. 4th Ave. Yuma Arizona.

TO HAVE AND HOLD the leases premises, with all appurtenances for a term of five (5) years, commencing on February 1, 2008 and expiring January 31, 2013; however, that

this lease shall automatically be extended on a year-to-year basis until terminated by either party on sixty (60) days written notice prior to the next anniversary date.

2. - RENT: LESSEE covenants to pay LESSOR as rent for the demised premises the amount determined as follows:

~~_____~~, whichever is greater. Rents payable on or before the 5th day of the month following in which the term hereof expires.

LESSEE shall pay to LESSOR all real property taxes and general and special assessments levied and assessed against the building, other improvements, and land of which the premises are a part within the next 15 days of the LESSOR invoice date. LESSOR shall prove attaching a copy of the original invoice for the charges before mentioned.

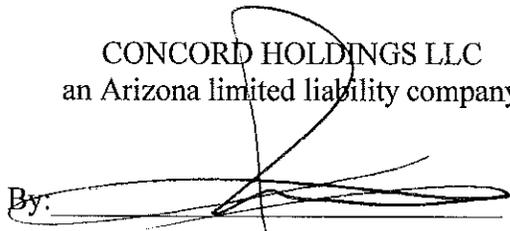
LESSEE agrees to pay for all maintenance and repairs expenses required to keep the Building and Parking Lot with all its contents in a good and satisfactory conditions.

LESSEE agrees to pay all insurance premiums of the Property.

LESSEE shall and does hereby assume all liability for injuries to any person in or the about leased premises.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the lease on the day and year first above written.

CONCORD HOLDINGS LLC
an Arizona limited liability company

By: 

“LESSOR”

FACTOR SALES INC.
an Arizona Corporation

By: 

“LESSEE”

Del Sol #7
415 N. McI-Sh
Somerton, AZ 85350

LEASE

This Lease is made this 1st day of February 2008 and, between CONCORD HOLDINGS LLC, an Arizona limited liability company, as "LESSOR," and FACTOR SALES, INC., an Arizona Corporation, as "LESSEE." on the following terms and conditions:

1. - PREMISES TERM: LESSOR hereby leases to LESSEE the Following described real property and all building and improvements thereon in the City of Somerton, County of Yuma, State of Arizona:

SECOND INGRAHAM ADD LOTS 1, 2, 3 BLK 16 PARCEL NUMBER CHANGED FROM: 1410206105003, PARCEL ID 14-752-06-105-00-2

SUB: SECOND INGRAHAM ADD AMEND BLK:16 LOT: 4 SECT, TWN, RNG: 3-105-24W PARCEL NUMBER CHANGED FROM: 1410206106006, PARCEL ID 14-752-06-106-00-5

SUB: SECOND INGRAHAM ADD AMEND BLK:16 LOT: 5 SECT, TWN, RNG:3-105-24W DESC: E 25 FT PARCEL NUMBER CHANGED FROM: 1410206107036, PARCEL ID 14-752-06-107-03-5

[Handwritten signature]

TO HAVE AND HOLD the leases premises, with all appurtenances for a term of five (5) years, commencing on February 1, 2008 and expiring January 31, 2013; however, that this lease shall automatically be extended on a year-to-year basis until terminated by either party on sixty (60) days written notice prior to the next anniversary date.

2. - RENT: LESSEE covenants to pay LESSOR as rent for the demised premises the amount determined as follows:

 whichever is greater. Rents payable on or before the 5th day of the month following in which the term hereof expires.

[Handwritten signature]

LESSEE shall pay to LESSOR all real property taxes and general and special assessments levied and assessed against the building, other improvements, and land of which the premises are a part within the next 15 days of the LESSOR invoice date. LESSOR shall prove attaching a copy of the original invoice for the charges before mentioned.

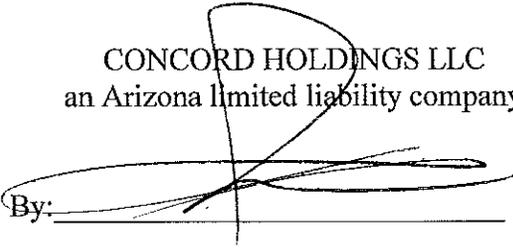
LESSEE agrees to pay for all maintenance and repairs expenses required to keep the Building and Parking Lot with all its contents in a good and satisfactory conditions.

LESSEE agrees to pay all insurance premiums of the Property.

LESSEE shall and does hereby assume all liability for injuries to any person in or the about leased premises.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the lease on the day and year first above written.

CONCORD HOLDINGS LLC
an Arizona limited liability company

By: 

“LESSOR”

FACTOR SALES INC.
an Arizona Corporation

By: 

“LESSEE”

KING MANAGER LLC
654 Main Street
Somerton, AZ 85350

LEASE

This Lease is made this 1st day of February 2008 and, between CONCORD HOLDINGS LLC, an Arizona limited liability company, as "LESSOR," and FACTOR SALES, INC., an Arizona Corporation, as "LESSEE." on the following terms and conditions:

1. - PREMISES TERM: LESSOR hereby leases to LESSEE the Following described real property and all building and improvements thereon in the City of Somerton, County of Yuma, State of Arizona:

FIRST INGRAHAM ADD LOTS 1, 2 BLK 1 EXC ADOT R/W '0030158, 30159 PARCEL NUMBER CHANGED FROM: 1410206001004, 13547 SQ FT, PARCEL ID 14-752-06-001-00-3

SUB:FIRST INGRAHAM ADD TO SOMERTON BLK:1 LOT:3 SECT,TWN,RNG:-105-S24. PARCEL NUMBER CHANGED FROM: 1410206002007, PARCEL ID 14-752-06-002-00-6

FIRST INGRAHAM ADD TO SOMERTON LOT 4 BLK 1 PARCEL NUMBER CHANGED FROM: 1410206003000, PARCEL ID 14-752-06-003-00-9

FIRST INGRAHAM ADD TO SOMERTON N 50' OF LOTS 10, 11, 12 BLK1 PARCEL NUMBER CHANGED FROM: 1410206009008, PARCEL ID 14-752-06-009-00-7 (LOTS TO THE SOUTH OF PARKING AND BUILDING)

TO HAVE AND HOLD the leases premises, with all appurtenances for a term of five (5) years, commencing on February 1, 2008 and expiring January 31, 2013; however, that this lease shall automatically be extended on a year-to-year basis until terminated by either party on sixty (60) days written notice prior to the next anniversary date.

2. - RENT: LESSEE covenants to pay LESSOR as rent for the demised premises the amount determined as follows:

 whichever is greater. Rents payable on or before the 5th day of the month following in which the term hereof expires.

LESSEE shall pay to LESSOR all real property taxes and general and special assessments levied and assessed against the building, other improvements, and land of which the premises are a part within the next 15 days of the LESSOR invoice date. LESSOR shall prove attaching a copy of the original invoice for the charges before mentioned.

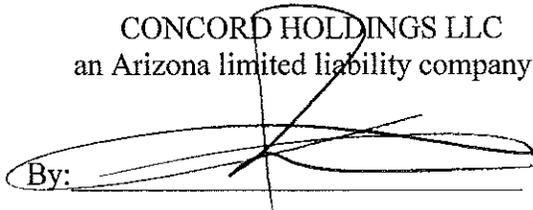
LESSEE agrees to pay for all maintenance and repairs expenses required to keep the Building and Parking Lot with all its contents in a good and satisfactory conditions.

LESSEE agrees to pay all insurance premiums of the Property.

LESSEE shall and does hereby assume all liability for injuries to any person in or the about leased premises.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the lease on the day and year first above written.

CONCORD HOLDINGS LLC
an Arizona limited liability company

By: 

“LESSOR”

FACTOR SALES INC.
an Arizona Corporation

By: 

“LESSEE”

Factor Sales Office, Warehouse
Trinity Dist. Center
676 N. Archibald St.
San Luis, AZ 85349

LEASE

THIS LEASE replaces the Lease agreement dated the 1st day of November 2000. This Lease is made this 5th day of April 2007 and, between V & J Enterprises, an Arizona Partnership Formed pursuant to the laws of the state of Arizona, as "LESSOR," and FACTOR SALES, INC., an Arizona Corporation, as "LESSEE." on the following terms and conditions:

1. - PREMISES TERM: LESSOR hereby leases to LESSEE the Following described real property and all building and improvements thereon in City of San Luis, Country of Yuma, State of Arizona:

676 N. Archibald Street known as the Warehouse, Lot #1

(Former Address 23314 Archibald Street before City Notification of address numbers change)

676 N. Archibald Street known as the Office, Lot #2

(Former Address 23330 Archibald Street before City Notification of address numbers change)

676 N. Archibald Street known as the Lot #3

(Former Address 23346 Archibald Street before City Notification of address numbers change)

676 N. Archibald Street known as the Lot #4

(Former Address 23364 Archibald Street before City Notification of address numbers change)

In the past years City of San Luis changed address number as stated above.

TO HAVE AND HOLD the leases premises, with all appurtenances for a term of five (5) years, commencing on May 1, 2007 and expiring April 30, 2012; however, that this lease shall automatically be extended on a year-to-year basis until terminated by either party on sixty (60) days written notice prior to the next anniversary date.

2. - RENT: LESSEE covenants to pay LESSOR as rent for the demised premises the amount determined as fallows:

~~10,000.00 (Ten Thousand 00/100 Dollars) monthly~~

Rents payable on or before the 5th day of each the month.

LESSEE shall pay to LESSOR all real property taxes and general and special assessments levied and assessed against the building, other improvements, and land of which

the premises are a part within the next 15 days of the LESSOR invoice date. LESSOR shall prove attaching a copy of the original invoice for the charges before mentioned.

LESSEE agrees to reimburse LESSOR for any sales tax paid by LESSOR measured by the rent charges payable under this lease, except that LESSEE shall not be required to pay any net income tax, inheritance tax or state tax of LESSOR. LESSEE shall so reimburse LESSOR after receipt of satisfactory evidence of said costs and the amount due from LESSEE.

LESSEE agrees to pay for all maintenance and repairs expenses required to keep the Building and Parking Lot with all its contents in a good and satisfactory conditions.

LESSEE agrees to pay all insurance premiums on the Property improvements.

LESSEE shall and does hereby assume all liability for injuries to any person in or the about leased premises.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the day and year first written above.

V & J ENTERPRISES
an Arizona Partnership

FACTOR SALES INC.
an Arizona Corporation

By: _____

Partner
"LESSOR"

By: _____

"LESSEE"

Pl SI #12
1930 E. Juan Sombra Blvd
San Luis, AZ #13
85349

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (Lease), effective July 1, 2010, is made by and between VAR Holdings, LLC, an Arizona limited liability company, hereinafter referred to as "Lessor", and Factor Sales, Inc., an Arizona corporation, hereinafter referred to as "Lessee".

1. **Premises.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor certain improved commercial real property identified as Parcel "A" of the Riedel Commercial Lot Split-Lot Tie as depicted and legally described on the documents attached as Exhibit "A" consisting of an approximately 50,725 square feet grocery store and parking lot (the "Premises").

2. **Use of the Premises.** Lessee shall use the Premises for the purpose of a grocery store and related services and for no other purpose unless Lessee obtains the prior written approval of Lessor. Lessee has inspected the Premises which are satisfactory for Lessee's intended use. All other improvements contemplated by Lessee for the Premises shall be at Lessee's sole expense without contribution from Lessor.

3. **Term.** The initial Term of this Lease shall be 20 years commencing July 1st, 2010 and terminating on June 30th, 2030.

4. **Rent.**

(a) As Rent for the Premises Lessee agrees to pay Lessor the sum of [REDACTED] per month payable no later than the 1st day of each month commencing in July, 2010.

(b) In addition to the amounts set forth in subsection (a) of this Section, Lessee agrees to pay an additional monthly sum for any and all local, city, state,

privilege, license or sales taxes levied upon the Rent.

(c) If Lessee tenders the Rent set forth in subsection (a) or any portion thereof, after the 10th of the month, and Lessor in its' sole discretion accepts said sum, a late charge equal to 5% of the sum then due shall also be paid to Lessor.

5. **Security Deposit.** Lessor and Lessee agree that no security deposit shall be required of Lessee.

6. **Real Estate and Personal Property Taxes.** Lessee agrees to pay all real estate taxes assessed and levied upon the Premises during the Term of this Lease. Upon the receipt of the property tax statements from the Yuma County Treasurer, Lessor shall provide Lessee with a copy of such statements. Lessee shall then pay, before delinquent, the taxes upon a semi-annual basis, or such other basis as permitted by the Yuma County Treasurer for the payment of such taxes provided the taxes are paid before delinquent.

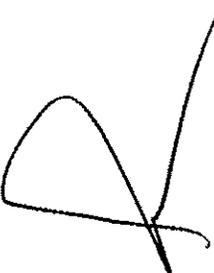
7. **Personal Property Taxes for Lessee's Personal Property.** Lessee agrees to pay, before delinquent, all personal property taxes of every kind and nature assessed and levied against any additional personal property maintained or affixed to the Premises by Lessee during the Term, including but not limited to, structures, improvements, fixtures and equipment.

8. **Utilities.** Lessee shall be responsible for connecting, or switching service, to any utilities Lessee requires for its' operations and paying all connection fees for such utilities. Lessee shall pay before delinquent, all gas, heat, light, power, telephone service, water and all other services and utilities supplied to the Premises, together with any taxes thereon.

9. **Construction and Improvements.**

(a) Lessee shall be responsible for any improvements required by Lessee for its' intended use of the Premises.

(b) Lessee shall not construct any additional improvements upon the Premises unless Lessee first submits to Lessor written plans of the proposed improvements and obtains Lessor's prior written consent for the improvements. If Lessor objects to Lessee's plans, Lessee shall address and satisfy Lessor's concerns prior to commencement of the construction of any improvements.



(c) All construction shall be in accordance with applicable building code/s and shall be completed by contractors licensed in the State of Arizona. Lessee shall immediately provide Lessor with any documentation or information requested by Lessor relating to construction on the Premises.

(d) Lessee shall keep the Premises free and clear from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. Lessor may require Lessee to provide Lessor at Lessee's sole cost and expense a bond or security in an amount equal to no less than one and one-half (1-1/2) times the estimated cost of any improvements, additions or alterations to the Premises, which the Lessee desires to make. Such security or bond shall insure Lessee against any liability for mechanics and materialman's liens and to insure completion of the work.

10. **Signage.** Any signs or signage installed by Lessee shall be in compliance with all local ordinances, rules and regulations.

11. **Trade Fixtures.** Lessee may, from time to time, install trade fixtures to

the Premises at Lessee's sole cost and expense and may, from time to time, remove, replace and alter the same or add such fixtures. Upon the termination of this Lease, Lessee shall be entitled to remove any trade fixtures installed by Lessee at the Premises.

12. Maintenance and Repairs. Lessee shall maintain the Premises in the same condition as the date of Lessee's possession reasonable wear and tear excepted. Lessee shall also timely and adequately maintain and repair all structures, improvements, fixtures, equipment and personal property upon the Premises in the same condition as the date of Lessee's possession. Lessee shall provide written notice to Lessor of any repair or maintenance cost which exceeds the sum of \$1,000.00 in the aggregate. Lessee shall further immediately provide Lessor with written notice of any structure, improvement, fixture, equipment or personal property which Lessee is unable to maintain or repair for any reason.

13. Compliance with Restrictive Covenants and Restrictive Easement Agreement.

Lessee acknowledges receipt of the Restrictive Covenants for Riedel Plaza and Reciprocal Easement Agreement which apply to the Premises and agrees to comply with the terms and conditions of such documents at Lessee's sole cost and expense without contribution from Lessor.

14. Liability Insurance and Hold Harmless. Lessee shall forever indemnify, defend and hold Lessor and Lessor's agents forever harmless from any and all claims of any person or entity for injury or damage resulting from the use of the Premises during Lessee's occupancy of the Premises. Lessee agrees to obtain and maintain at its expense a policy of comprehensive public liability insurance in the sum of not less than

\$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate with the Lessor named as an additional insured on such policy. Lessee shall also obtain and maintain excess liability coverage of not less than \$2,000,000 per occurrence with Lessor named as an additional insured on such policy. Lessee shall also obtain and maintain workmen's compensation insurance for its employees in minimum amount required by Arizona law which shall also cover Lessee's operations at the Premises and Lessee.

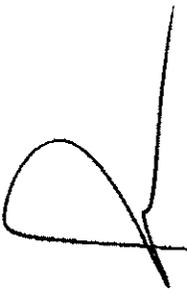
15. **Insurance Policies.** Insurance required pursuant to this Lease shall be issued by companies rated "A-XII" or better by A.M. Best Co., and Bests' Key Guide. On, or prior to, possession of the Premises, Lessee shall deliver to Lessor copies of the policies of insurance required in Section 14 evidencing the existence and amounts of such insurance, and indicating that Lessor has been named as an additional insured under the policies of insurance. All policies and certificates of insurance shall state explicably that such insurance shall not be cancelable or subject to reduction of coverage or other modification except upon no less than 10 days advance written notice by the Lessee to the Lessor. Lessee shall furnish Lessor with renewals or binders of all insurance policies required under this Lease. Lessee shall not do, or permit to be done, anything which shall invalidate the insurance policies referred to in this Lease. The failure to provide Lessor with satisfactory proof of adequate insurance coverage shall be a material default of this Lease.

16. **Waste.**

(a) Lessee shall not keep any trash, garbage, waste, rubbish or other refuse on the Premises except in sanitary containers and shall regularly and frequently remove such materials from the Premises. Lessee shall keep all

containers or other equipment used for storage or disposal of such materials in a clean and sanitary condition.

(b) Lessee shall properly and lawfully dispose of all sanitary sewage and shall not use the sewage disposal system except as permitted by any governmental rules and regulations. Lessee shall keep the sewage disposal system free of any obstructions and in good operating condition.



(c) Lessee shall not discharge or permit to be discharged any liquid, solid or gaseous matter, or any combination thereof, into the air, the ground or any body of water which, as determined by Lessor or any governmental entity, does, or may, pollute or contaminate the same, or is, or may become, a hazardous or toxic substance as defined by either federal, state or local law, or does, or may, adversely affect the (1) health and safety of persons, wherever located, whether on the Premises or anywhere else, (2) condition, use or enjoyment of the Premises or any other real or personal property, whether on the Premises or anywhere else, or (3) Premises or any improvements thereto or thereon including buildings, foundations, pipes, utility lines, landscaping or parking areas.

(d) Subject to the uses permitted and prohibited to Lessee, Lessee shall store in appropriate and approved leak proof containers any solid, liquid or gaseous matter, or any combination thereof, which, if discharged into the air, ground or any body of water, does, or may, (1) pollute or contaminate the same, or (2) adversely affect the (i) health, safety or welfare of persons, whether on the Premises or anywhere else, (ii) condition, use, or enjoyment of the Premises or

any real or personal property, whether on the Premises or anywhere else, or (iii) Premises or any of the improvements thereto or thereon.

(e) Prior to the storage or use of any hazardous or toxic matter on the Premises, Lessee shall first notify Lessor of Lessee's intended use of such hazardous or toxic matter. If Lessor objects to such hazardous or toxic matter, Lessee shall not use or store said hazardous or toxic matter on the Premises. Hazardous or toxic matter shall be any substance, material or matter as defined by federal, state or local law as hazardous or toxic matter.

(f) In the event of any accident, release, spill or other incident involving hazardous or toxic matter, Lessee shall immediately report the same to Lessor and supply Lessor with all information and reports in respect to the same.

(g) In addition to the hold harmless provisions set forth in Section 13, Lessee shall fully indemnify and hold harmless Lessor, subject to Lessee's obligation to remediate and cure the problem, from any action or proceeding, related to Lessee's emissions, storage and use, or disposal of hazardous or toxic matter.

(h) The failure to comply with this Section shall be a material breach of this Lease Agreement.

17. **Entry by Lessor.** Lessor shall have the right to enter upon the Premises to inspect the Premises, to submit the Premises to prospective purchasers or tenants, to post notices, to repair the Premises that Lessor may deem necessary or desirable, without abatement of Rent. Lessor shall coordinate such entry with Lessee so as not to interrupt Lessee's manufacturing operations upon the Premises. Lessee hereby waives

any claim against Lessor for damages or for any injury or inconvenience with Lessor's business, any loss of occupancy or quiet enjoyment of the Premises, and any loss occasioned thereby.

18. **Default.** In the event the Premises are deserted or vacated, or default is made in the Rent or any other sum when due, without the consent of Lessor, or if Lessee shall transfer or assign this Lease, sublet the Premises or default is made in the performance of any of the terms or conditions of this Lease, or if, Lessee files a petition in bankruptcy or is adjudicated bankrupt, or makes an assignment for the benefit of creditors, Lessor may, at its option, upon written notice to Lessee may immediately terminate this Lease and take possession of the Premises by summary proceedings or as otherwise permitted by law.

19. **Lessee to Comply With All Laws and Ordinances.** Lessee shall keep the Premises at all times in a clean and orderly condition and shall not violate any law, ordinance or regulation pertaining to the use of the Premises, nor to permit, or to be committed any nuisance on the Premises.

20. **Assignment and Subletting.** Lessee shall not assign this Lease, or any part thereof, or underlet or sublease the Premises, or any part thereof, without the Lessor's prior written consent. Lessor shall not unreasonably withhold its' consent to an assignment or sublease by Lessee. Any unauthorized subletting or assignment shall be void and, at the sole option of Lessor, shall constitute grounds for immediate termination of this Lease. If Lessee agrees to an assignment or sublease, Lessee shall remain primarily responsible for the terms and conditions of this Lease.

21. **Notices.** All notices allowed or required to be given under this Lease shall

be in writing and shall be sent by certified mail, return receipt requested, or by a recognized overnight courier and addressed as follows:

- (a) To the Lessor at: VAR Holdings, LLC
P.O. Box 7230
San Luis, Arizona 85349
- (b) To the Lessee at: Factor Sales, Inc.
P.O. Box 7230
San Luis, Arizona 85349

All Notices shall be deemed received two (2) days from the date sent by certified mail, return receipt requested, or the following day if sent by a recognized overnight courier.

22. **Binding Effect.** This Lease shall be binding upon and inure to the benefit of the successors and assigns of Lessor and Lessee.

23. **Attorneys' Fees and Costs.** In the event it is necessary for either party to institute legal proceedings to enforce any of the terms and conditions of this Lease, the prevailing party in any such action shall be entitled to recover a reasonable additional sum as and for attorneys' fees and costs. In addition, should it be necessary for Lessor to employ legal counsel to enforce any of the terms and conditions herein, Lessee agrees to pay all attorneys fees and costs incurred by Lessor whether or not legal proceedings are initiated by Lessor.

24. **Governing Law.** This Lease shall be interpreted under the laws of the State of Arizona.

25. **Jurisdiction and Venue.** Any action to enforce or interpret any provision of this Lease shall be commenced in the Superior Court of the State of Arizona, in and for the County of Yuma, and not elsewhere. Both parties specifically submit themselves

to the jurisdiction of said Court and waive any objection to venue.

26. **Counterpart and Facsimile Signatures.** This Agreement may be executed in any number of counterparts all of which shall be deemed to constitute one and the same instrument, and each of which shall be deemed an original hereof. Signatures transmitted by facsimile shall be deemed to be originals.

Effective the 25th day of June, 2010.

LESSOR:

VAR Holdings, LLC

By:

Victor M. Salcido, Manager

LESSEE:

Factor Sales, Inc.

By:

Victor M. Salcido, President