

channels, equipment changes (including the installation of new transmission antenna) will be permitted under the Lease at Lessee's sole expense and without a change in the tower rent.

**15. Title and Quiet Enjoyment.** Lessor warrants that (i) it has the full right, power and authority to execute this Lease; (ii) it has good and marketable title to the Property and the Easement free and clear of any liens, encumbrances or mortgages. Lessor further warrants that Lessee shall have the quiet enjoyment of the Property during the term of this Lease and that Lessor shall indemnify Lessee from and against any loss, cost or damage including attorneys fees, associated with a breach of the foregoing covenant of quiet enjoyment.

**16. Assignment.** Any sublease or assignment of this Lease that is entered into by Lessor or Lessee shall be subject to the provisions of this Lease.

**17. Successors and Assigns .** This Lease shall run with the Property described on Exhibit "A" and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

**18. Waiver of Lessor's Lien.** Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Equipment or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws

**19. Waiver of Incidental and Consequential Damages .** Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Property or the Easement by Lessee.

**20 Miscellaneous .** (a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any. (b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonable request, (c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter hereof and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth.

Dated: 4-1-14

By: 

Lessor

Dated: April 1, 2014

By:   
Ventura TV Video Appliance Center, Inc

Lessee

9.7 Disputes. In the event that it becomes necessary for a Party to obtain the enforcement of this Agreement, or any term or condition hereof, through any court, the prevailing party in court shall be entitled to its reasonable attorneys' fees, in addition to any other relief to which it may be entitled.

9.8. Format, Governing Law, Execution, Integration. Captions herein are for quick reference, and are not legally significant terms or clauses. This Agreement shall be governed by and construed under the laws of the State of California. It may be executed in counter-parts, each on of which shall be probative evidence of its contents. This is the entire agreement and understanding of the Parties with respect to the subject matter. It supersedes all previous understandings, whether oral or written, and may be amended only by a writing executed by the Parties.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed, as of the last date given with the signatures hereof.

Dated: April 1, 2014 By: Mark Shu  
Ventura TV VIDEO Appliance Center Inc

Its: President

("Seller")

Dated: 4-1-14 By: [Signature]

Its: MANAGING MEMBER