

**ASSIGNMENT AND ASSUMPTION OF LEASE
AND CONSENT OF LANDLORD**

This Assignment and Assumption of Lease and Consent of Landlord (“**Assignment**”) is made and entered into effective as of March 30, 2016 by and among Craig Allen Bowles (“**Assignor**”), AE Miller DDS, Inc., a California corporation (“**Assignee**”) and Joseph A. Balla, Trustee of Trust A Created Under the George S. Harbaugh Family Trust Dated February 2, 1981, as amended dba Las Cumbres Square (“**Landlord**”), with reference to the facts set forth below.

RECITALS

A. Assignor, as Tenant, and Landlord are parties to that certain Lease dated March 31, 1990, as amended by (i) that certain First Amendment to Las Cumbres Square Shopping Center Lease dated effective March 23, 1995 (“**First Amendment**”), (ii) that certain Second Amendment to Las Cumbres Square Shopping Center Lease dated effective July 31, 2000, (iii) that certain Third Amendment to Las Cumbres Square Shopping Center Lease dated effective December 15, 2000, (iv) that certain Fourth Amendment to Las Cumbres Square Shopping Center Lease dated effective August 25, 2006, and (v) that certain Fifth Amendment to the Lease dated effective November 10, 2010 (“**Fifth Amendment**” and collectively, the “**Lease**”). The Lease covers certain property consisting of approximately 1,000 square feet and improvements constructed thereon designated as Suite 104 located at 6110 Friars Road, San Diego, California (the “**Premises**”), and is located within a shopping center known as Las Cumbres Square Shopping Center.

B. The Lease is being assigned to Assignee in connection with Assignee’s purchase of the business operated on the Premises. In connection with the assignment of the Lease and Landlord’s consent thereto, Arthur E. Miller, as the President and sole shareholder of the Assignee, has also agreed to execute a Guaranty of Lease.

C. Assignor desires to assign to Assignee its right, title and interest under the Lease and Assignee desires to assume and become responsible for all obligations and liabilities under the Lease. Landlord is willing to consent to the assignment on the terms and conditions as set forth herein. Any capitalized term not defined herein shall have the meaning as set forth in the Lease.

NOW, THEREFORE, in consideration of the Recitals and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as set forth below.

1. Assignor hereby assigns to Assignee all of its right, title and interest under the Lease as of the date of this Assignment. Landlord holds a security deposit of One Thousand Dollars (\$1,000.00) under the Lease and Assignor also hereby transfers and assigns to Assignee all rights relating to the return of the security deposit upon Lease expiration.

2. Assignee represents and warrants to Assignor and Landlord that Assignee has read the Lease and understands its obligations and liabilities under the Lease. A copy of the Lease is attached hereto as Exhibit “A”. Assignee hereby accepts the assignment, and assumes and agrees to become responsible for and further agrees to faithfully perform and be bound by all

of the terms, covenants, conditions, provisions and agreements of the Lease from and after the date of this Assignment including, but not limited to, any supplemental taxes relating to any improvements to the Premises commenced or completed after execution of the Lease.

3. Assignor acknowledges and agrees that (i) it has no claims, defenses or offsets under the Lease, (ii) nothing contained in this Assignment, including the consent of Landlord, shall release or affect Assignor's primary liability to pay the rent and to perform all other obligations of "Tenant" under the Lease, (iii) if Assignee defaults under the Lease, Landlord may proceed directly against Assignor without pursuing remedies against Assignee or Guarantor, and (iv) Landlord may consent to subsequent assignments and/or modifications of the Lease by Assignee with notice to Assignor but without obtaining its consent, and such action shall not relieve or diminish Assignor's liabilities and obligations under the Lease.

4. As a condition to the effectiveness of Landlord's consent hereunder, Arthur E. Miller (the "**Guarantor**") has agreed to execute and deliver to Landlord an original Guaranty of Lease in the form attached herein as Exhibit "B" (the "**Guaranty of Lease**").

5. As indicated in the Fifth Amendment, as Assignor and Assignee agree and acknowledge that this Assignment is being executed in connection with a Sale of Business Transfer, Assignee acknowledges and understands that Landlord from and after the effective date of the Assignment is not responsible for any HVAC maintenance obligations under the Lease and the provisions of Lease Paragraph 9.2 shall once again apply indicating that the Assignee, as Tenant, is fully responsible for all HVAC maintenance relating to the Premises.

6. As a condition to the effectiveness of the Landlord's consent hereunder, Landlord shall receive a payment of Two Thousand Seven Hundred Fifty Dollars (\$2,750.00) which consists of (i) One Thousand Seven Hundred Fifty Dollars (\$1,750.00) as reimbursement to Landlord of attorneys' fees relating to this Assignment as required by the Lease, and (ii) One Thousand Dollars (\$1,000.00) as the fee due to Landlord under the Lease Paragraph 15.2 (collectively, the "**Required Payment**"). Landlord's consent shall not be effective unless the Required Payment is received by Landlord by payment to Landlord's property manager, Rosado Associates at 10675 Sorrento Valley Road, Suite 204, San Diego, California 92121 ("**Property Manager**"). In addition, as a condition to the effectiveness of this Assignment and Landlord's consent, Property Manager must receive an acceptable certificate of insurance evidencing that Assignee has in force the insurance policies as required under the terms of the Lease.

7. Assignor and Assignee represent and warrant to Lessor (provided that the statements in a, b, d, e and f below are acknowledgments by Assignee) that the following are true and accurate on the date of this Assignment:

a. The Lease is valid, binding and enforceable and is in full force and effect.

b. All necessary action of Assignor has been taken relating to the Assignment and all other agreements between Assignor and Assignee and this Assignment is binding upon Assignor.

c. All necessary action of Assignee has been taken relating to the Assignment and all other agreements between Assignor and Assignee and this Assignment is binding upon Assignee.

d. The Lease sets forth the entire agreement between the Landlord and Tenant with respect to the Premises.

e. Landlord is not in default under the Lease and no event has occurred with the giving of notice or lapse of time, or both, would constitute a default under the Lease by Landlord.

f. All terms, conditions and obligations of Landlord under the Lease have been duly and timely performed and complied with.

g. All financial statements, agreements, documents, instruments, and other information furnished to Landlord in connection with this Assignment by Assignee or Guarantor are accurate and complete.

h. No payments are required to be made by Landlord to Tenant under the Lease.

i. The Lease may not be assigned, hypothecated or encumbered by Assignor or Assignee for security purposes or otherwise.

j. Assignor has no right to assign for security or collaterally assign the Lease and any such purported assignment is ineffective.

8. Assignor and Assignee covenant and agree that Landlord shall not under any circumstances be liable for any brokerage commission or other charge or expense in connection with this Assignment.

9. Assignor and Assignee acknowledge that Landlord in consenting to this Assignment is relying on the covenants and agreements of Assignor and Assignee contained in this Assignment and that such covenants and agreements are expressly made for the benefit of Landlord.

10. This Assignment may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed original, but all of which taken together shall constitute but one and the same instrument. This Assignment may be executed by facsimile transmission and shall be deemed to have been executed and delivered by each party on the date so transmitted to the other party, and in such event, each party will promptly furnish to the other party, an original counterpart hereof executed by such party.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date as set forth above.

ASSIGNOR:

ASSIGNEE:

AE Miller DDS, Inc., a California corporation

Craig Allen Bowles

By:_____
Arthur E. Miller, President

CONSENT OF LANDLORD

In consideration of the covenants and agreements contained in the foregoing Assignment, Landlord hereby consents to the foregoing assignment of the Lease by Assignor to Assignee provided, however, that (i) the consent of Landlord herein shall not be deemed to in any way release or diminish the liability of Assignor to Landlord; and (ii) the consent of Landlord herein shall not be deemed a consent to any future assignment, sublease or transfer of the Premises, all of which shall require Landlord's consent as provided in the Lease.

LANDLORD:

Joseph A. Balla, Trustee of Trust A Created Under the George S. Harbaugh Family Trust Dated February 2, 1981, as amended dba Las Cumbres Square

By: _____
Joseph A. Balla, Trustee

EXHIBIT "A"
LEASE

EXHIBIT "B"

GUARANTY OF LEASE

THIS GUARANTY OF LEASE ("**Guaranty**") is entered into as of March ____, 2016 ("**Effective Date**"), by Arthur E. Miller ("**Guarantor**"), in favor of Joseph A. Balla, Trustee of Trust A Created Under the George S. Harbaugh Family Trust Dated February 2, 1981, as amended dba Las Cumbres Square ("**Landlord**"), with reference to the following facts:

RECITALS

A. Craig Allen Bowles ("**Tenant**") and Landlord are parties to that certain Lease dated March 31, 1990, as amended by (i) that certain First Amendment to Las Cumbres Square Shopping Center Lease dated effective March 23, 1995 ("**First Amendment**"), (ii) that certain Second Amendment to Las Cumbres Square Shopping Center Lease dated effective July 31, 2000, (iii) that certain Third Amendment to Las Cumbres Square Shopping Center Lease dated effective December 15, 2000, (iv) that certain Fourth Amendment to Las Cumbres Square Shopping Center Lease dated effective August 25, 2006, and (v) that certain Fifth Amendment to the Lease dated effective November 10, 2010 ("**Fifth Amendment**" and collectively, the "**Lease**"). The Lease covers certain property consisting of approximately 1,000 square feet and improvements constructed thereon designated as Suite 104 located at 6110 Friars Road, San Diego, California (the "**Premises**"), and is located within a shopping center known as Las Cumbres Square Shopping Center.

B. Tenant, as Assignor, desires to assign the Lease to Assignee in connection with the sale of the dental business operated on the Premises (the "**Assignment**"). In connection therewith, Assignor and Assignee have requested Landlord's consent to the Assignment. Landlord, as a condition to providing its consent to the Assignment, has requested that Guarantor execute this Guaranty.

C. Guarantor owns all or substantially all of the stock of the Assignee corporation. As an essential inducement to the Landlord's agreement to approve the Assignment and in consideration therefore, Guarantor has agreed to guaranty the payment of all obligations and the performance of all covenants as set forth in the Lease as provided herein.

NOW THEREFORE, in consideration of the Recitals, and to induce and in consideration for the Landlord's approval of the Assignment, Guarantor agrees as follows:

1. Guaranteed Obligations. Guarantor hereby unconditionally and irrevocably guaranties to Landlord the payment of, and promises to pay to Landlord, or order, upon demand after any default under the Lease all indebtedness and obligations, of any nature whatsoever, of Tenant under the Lease and any and all extensions, renewals, substitutions, replacements and modifications thereof, and additionally promises to timely perform all other obligations as set forth in the Lease (all the foregoing obligations collectively referred to as the "**Guaranteed Obligations**").

2. Independent Obligations. This Guaranty is a guaranty of payment and not of collection. The Guarantor's obligations under this Guaranty are independent of those of the Tenant and of the obligations of any other guarantor, and are not conditioned or contingent upon the genuineness, validity, regularity, or enforceability of the Guaranteed Obligations or of the obligations of any other guarantor. Landlord may bring a separate action against the Guarantor without first proceeding against the Tenant, any other guarantor, or any other person or entity. Landlord's rights under this Guaranty in respect of the Guaranteed Obligations shall not be exhausted by any action of the Landlord until all of the Guaranteed Obligations have been fully and indefeasibly paid.

3. Waiver of Defenses. The Guarantor waives and agrees not to assert or take advantage of (i) any right to require the Landlord to proceed against the Tenant, any other guarantor, or any other person or entity, or to pursue any other remedy whatsoever, including, without limitation, any such right or any other right set forth in or arising out of any of Sections 2845, 2848, 2849, 2850, and 2855 of the California Civil Code; (ii) any defense based upon any legal disability of the Tenant or of any other guarantor or any discharge or limitation of the liability of the Tenant or of any other guarantor to the Landlord, or any restraint or stay applicable to actions against the Tenant or against any other guarantor, whether such disability, discharge, limitation, restraint, or stay is consensual, arises by order of a court or other governmental authority, or arises by operation of law or any liquidation, reorganization, receivership, bankruptcy, insolvency or debtor-relief proceeding, or from any other cause, including, without limitation, any defense to the payment of interest, attorneys' fees and costs, and other charges that otherwise would accrue or become payable in respect of the Guaranteed Obligations after the commencement of any such proceeding, it being the intent of the parties that the Guaranteed Obligations shall be determined without regard to any rule of law or order that may relieve the Tenant of any portion of such obligations; (iii) setoffs, counterclaims, presentment, demand, protest, notice of protest, notice of non-payment, or other notice of any kind; (iv) any defense based upon the modification, renewal, extension, or other alteration of the Guaranteed Obligations; (v) any defense based upon a statute of limitations (to the fullest extent permitted by law), and any defense based upon the Landlord's delay in enforcing this Guaranty; (vi) any defense based upon or arising out of any defense that the Tenant may have to the performance of any part of the Guaranteed Obligations; (vii) any defense based upon the death, incapacity, lack of authority, or termination of existence of, or revocation hereof by, any person or entity or persons or entities, or the substitution of any party hereto; (viii) any defense based upon or related to the Guarantor's lack of knowledge as to the Tenant's financial condition; (ix) any defense based upon Section 2809 of the California Civil Code; (x) any defense based upon the impairment of any subrogation or reimbursement rights that the Guarantor might have; and (xi) any right to direct the application of any payment or collateral

4. Tenant's Financial Condition. The Guarantor acknowledges that the Guarantor is relying upon the Guarantor's own knowledge and is fully informed with respect to the Tenant's financial condition. The Guarantor assumes full responsibility for keeping fully informed of the financial condition of the Tenant and all other circumstances affecting the Tenant's ability to perform its obligations to the Landlord, and agrees that the Landlord will have no duty to report to the Guarantor any information that the Landlord receives about the Tenant's financial condition or any circumstances bearing on the Tenant's ability to perform all or any portion of

the Guaranteed Obligations, regardless of whether the Landlord has reason to believe that any such facts materially increase the risk beyond that which the Guarantor intends to assume or has reason to believe that such facts are unknown to the Guarantor or has a reasonable opportunity to communicate such facts to the Guarantor.

5. Liability of Guarantor. The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Tenant in any creditor's receivership, bankruptcy or other proceeding; (b) the impairment, limitation or bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of the bankruptcy code or other statute or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the Lease by Tenant; (e) any disability or other defense of Tenant; (f) the cessation from any cause whatsoever of the liability of Tenant; (g) the exercise by Landlord of any of its rights or remedies reserved under the Lease or by law; or (h) any termination of the Lease.

6. Impairment of Subrogation Rights. Upon a default of Tenant, Landlord may elect to foreclose nonjudicially or judicially against any real or personal property security it holds for the Guaranteed Obligations or any part thereof, or exercise any other remedy against Tenant or any security. No such action by Landlord will release or limit the liability of Guarantor, even if the effect of that action is to deprive Guarantor, or any other guarantor, of the right or ability to collect reimbursement from or assert subrogation, indemnity or contribution rights against Tenant or any other guarantor for any sums paid to Landlord, or to obtain reimbursement by means of any security held by Landlord for the Guaranteed Obligations. Until all obligations under this Guaranty are paid in full, Guarantor hereby waives any and all rights of subrogation (if any) which it may have against Tenant as a result of actions taken or amounts paid in connection with or relating to this Guaranty or the Lease.

7. Default.

7.1 Each of the following shall constitute a default of Guarantor under this Guaranty:

7.1.1 the failure of Guarantor to perform any of its obligations under this Guaranty;

7.1.2 the commencement of any bankruptcy, insolvency, arrangement, reorganization, or other debtor-relief proceeding under any federal or state law by or relating to Tenant or Guarantor, whether now existing or hereafter enacted; or

7.1.3 the occurrence of a default by Tenant under the Lease or the failure of any representation or warranty contained herein or in the Lease to be accurate and complete.

7.2 Upon an occurrence of a default under this Guaranty as specified above, Landlord may, at its option, without notice or demand upon Guarantor or Tenant, declare the Guaranteed Obligations (or such portion thereof as may be designated by Landlord) immediately due and payable by Guarantor to Landlord.

8. Costs and Expenses. Guarantor agrees to pay, upon demand, Landlord's reasonable out-of-pocket costs and expenses, including but not limited to legal fees and disbursements and expert witness fees and disbursements, incurred in the administration of this Guaranty and any effort to collect or enforce any of the Guaranteed Obligations or this Guaranty, whether or not any lawsuit is filed, and in the presentation of Landlord in any insolvency, bankruptcy, reorganization or similar proceeding relating to Tenant or Guarantor. Until paid to Landlord, such sums will bear interest from the date such costs and expenses are incurred at the rate set forth in the Lease for past due obligations. The obligations of Guarantor under this Section 8 shall include payment of Landlord's costs and expenses of enforcing any judgment, which obligations shall be severable from the remaining provisions of this Guaranty and shall survive the entry of judgment.

9. Reinstatement. The liability of Guarantor hereunder shall be reinstated and revived, and the rights of Landlord shall continue, with respect to any amount at any time paid on account of the Guaranteed Obligations which Landlord shall thereafter be required to restore or return in connection with the bankruptcy, insolvency or reorganization of Tenant, or Guarantor, or otherwise, all as though such amount had not been paid. The determination as to whether any such payment must be restored or returned shall be made by Landlord in its sole discretion. Landlord shall be under no obligation to return or deliver this Guaranty to Guarantor, notwithstanding the payment of the Guaranteed Obligations. If this Guaranty is nevertheless returned to Guarantor or is otherwise released, then the provisions of this Section 9 shall survive such return or release, and the liability of Guarantor under this Guaranty shall be reinstated and continued under the circumstances provided in this Section 9 notwithstanding such return or release.

10. Representations and Warranties. Guarantor makes the following representations and warranties, which shall be deemed to be continuing representations and warranties until payment and performance in full of the Guaranteed Obligations:

10.1 Guarantor has all the requisite power and authority to execute, deliver and be legally bound by this Guaranty on the terms and conditions herein stated;

10.2 This Guaranty constitutes the legal, valid and binding obligations of Guarantor enforceable against Guarantor in accordance with its terms.

10.3 Neither the execution and delivery of this Guaranty nor the consummation of the transactions contemplated hereby will, with or without notice and/or lapse of time, constitute a breach of any of the terms and provisions of any note, contract, document, agreement or undertaking, whether written or oral, to which Guarantor is a party or to which Guarantor's property is subject, accelerate or constitute any event entitling the holder of any indebtedness of Guarantor to accelerate the maturity of any such indebtedness, conflict with or result in a breach of any writ, order, injunction or decree against Guarantor of any court or governmental agency or instrumentality, or conflict with or be prohibited by any federal, state, local or other governmental law, statute, rule or regulation;

10.4 No consent of any other person not heretofore obtained and no consent, approval or authorization of any person or entity is required in connection with the valid execution, delivery or performance by Guarantor of this Guaranty;

10.5 Guarantor has furnished to Landlord prior to execution of this Guaranty a complete and accurate financial statement of Guarantor, and neither this Guaranty nor any other statement furnished by Guarantor to Landlord in connection with the transactions contemplated hereby contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statements contained herein or therein true and not misleading; and

10.6 Guarantor is not insolvent and will not be rendered insolvent by the incurring of its obligations hereunder.

11. Bankruptcy. So long as any Guaranteed Obligations shall be owing to Landlord, Guarantor shall not, without the prior written consent of Landlord, commence, or join with any other person or entity in commencing, any bankruptcy, reorganization, or insolvency proceeding against Tenant. The obligations of Guarantor under this Guaranty shall not be altered, limited, or affected by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation, or arrangement of Tenant, or by any defense Tenant may have by reason of any order, decree, or decision of any court or administrative body resulting from any such proceeding.

12. Claims in Bankruptcy. Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims that Guarantor may have against Tenant relating to any indebtedness of Tenant to Guarantor, and will assign to Landlord all rights of Guarantor thereunder. If Guarantor does not file any such claim, then to the extent allowed by law, Landlord, as attorney-in-fact for Guarantor, is hereby authorized to do so in the name of Guarantor or, in Landlord's discretion, to assign the claim to a nominee, and to cause proof of claim to be filed in the name of Landlord's nominee. The foregoing power of attorney is coupled with an interest and cannot be revoked. Landlord, or its nominee, shall have the sole right to accept or reject any plan proposed in such proceedings and to take any other action that a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy, or otherwise, the person or persons authorized to pay such claim shall pay to Landlord the amount payable on such claim. Guarantor hereby assigns to Landlord all of Guarantor's rights to any such payments or distributions to which Guarantor would otherwise be entitled; provided, however, that Guarantor's obligations hereunder shall not be satisfied except to the extent that Landlord receives cash by reason of any such payment or distribution. If Landlord receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty.

13. New Lease Provision. Guarantor expressly agrees (without in any way limiting its liability under any provisions of this Guaranty) that, provided Landlord elects not to pursue any remedies available to it in respect of the termination (or conditions giving rise to the same) hereinafter described and waives such remedies, in writing, at the time the new lease (hereinafter described) is executed, Guarantor (or the designee of Guarantor), at the request of Landlord, shall enter into a new lease with Landlord upon the same terms and conditions as contained in the Lease immediately prior to its termination for a term commencing on the termination date

and ending on the expiration date as set forth therein if under any proceeding under the Bankruptcy Act of the United States, as amended from time to time, or any proceeding under any other similar present or future federal or state law, or as a result of the operation of any present or future provisions of the Bankruptcy Act or any similar statute or as a result of the operation of any present or future provisions of the Bankruptcy Act or any similar statute or as a result of the decision of any court interpreting any of the same, the Lease shall be terminated or rejected or the obligations of Tenant thereunder or any rights or remedies of Landlord against Tenant shall be limited, impaired, stayed, changed, released or modified on account of the same. If a designee of Guarantor shall enter into such a lease, Guarantor shall, contemporaneously therewith, enter into a guaranty identical to this Guaranty with respect to the obligations of such designee under said lease.

14. Inducement. Guarantor acknowledges that the undertaking given here under is given in consideration of Landlord's entering into the Lease and that Landlord would not consummate the Lease but for the execution and delivery of this Guaranty.

15. Miscellaneous.

15.1 Attorneys' Fees. In the event of any litigation between Guarantor and Landlord with respect to the subject matter hereof, the unsuccessful party to such litigation agrees to pay to the successful party all fees, costs and expenses thereof, including reasonable attorneys' fees and expenses.

15.2 Notice, Etc. All notices and other communications provided for hereunder shall be in writing and provided pursuant to the terms of the Lease, to Landlord at the address set forth therein and to Guarantor at the address set forth below.

15.3 Agreement Binding. This Guaranty shall be binding upon the Guarantor and the Guarantor's heirs, executors, personal representatives, successors, and assigns, and shall inure to the benefit of, and be enforceable by, the Landlord and the Landlord's successors and assigns.

15.4 Severability. If any provision of this Guaranty shall be deemed or held to be invalid or unenforceable for any reason, such provision shall be adjusted, if possible, rather than voided, so as to achieve the intent of the parties to the fullest extent possible. In any event such provision shall be severable from, and shall not be construed to have any effect on, the remaining provisions of this Guaranty, which shall continue in full force and effect.

15.5 Multiple Obligors. If "Guarantor" refers to more than one person or entity, then (i) the obligations of each such person or entity shall be joint and several; (ii) all references to the "Guarantor" herein shall, unless the context otherwise requires, refer to all such parties jointly and severally; and (iii) each such person or entity hereby waives any and all defenses based upon suretyship or guaranty or impairment of collateral. If the Guarantor is a partnership, the partnership and all general partners therein shall be jointly and severally liable hereunder. Where the "Tenant" is more than one person or entity, the word "Tenant" shall mean all and any one or more of them.

15.6 Governing Law; Jurisdiction. This Guaranty shall be governed by and construed in accordance with the laws of the State of California applicable to contracts, between residents thereof, to be wholly performed within the State of California. The Guarantor hereby irrevocably consents to the jurisdiction of the Courts of the State of California and of any Federal Court located in such State in connection with any action or proceeding arising out of or relating to this Guaranty.

15.7 Rights Cumulative; No Waiver. The Landlord's options, powers, rights, privileges, and immunities specified herein or arising hereunder are in addition to, and not exclusive of, those otherwise created or existing now or at any time, whether by contract, by statute, or by rule of law. The Landlord shall not, by any act, delay, omission or otherwise, be deemed to have modified, discharged, or waived any of the Landlord's options, powers, or rights in respect of this Guaranty, and no modification, discharge, or waiver of any such option, power, or right shall be valid unless set forth in writing signed by the Landlord or the Landlord's authorized agent, and then only to the extent therein set forth. A waiver by the Landlord of any right or remedy hereunder on any one occasion shall be effective only in the specific instance and for the specific purpose for which given, and shall not be construed as a bar to any right or remedy that the Landlord would otherwise have on any other occasion.

15.8 Entire Agreement. This Guaranty contains the entire agreement between the Guarantor and the Landlord with respect to its subject matter, and supersedes all prior communications relating thereto, including, without limitation, all oral statements or representations. No supplement to or modification of this Guaranty shall be binding unless executed in writing by the Guarantor and the Landlord.

IN WITNESS WHEREOF, each undersigned Guarantor has executed this Guaranty as of the date first written above.

Guarantor Address:

“GUARANTOR”:

4383 Hermosa Way
San Diego, California 92103

Arthur E. Miller