

SUBLEASE

THIS SUBLEASE AGREEMENT IS MADE between S.P.C.T.F. INC., hereinafter known as Sublessor, and Chris Banner dba Banner's Exotics, hereinafter known as Sublessee.

SUBLEASE PREMISES

WITNESSETH THAT: Sublessor does hereby sublease and sublet unto Sublessee one acre of space which will change from time to time and be mutually agreed upon by all parties, located within the 20 acres located at 24335 San Pasqual Road, Escondido CA 92027, in the City of San Diego, State of California to be used or occupied only for commercial agriculture, the display of Ostrich, Emu, Chickens, Turtles, Rabbits, Cow, Horse, Bovine (Cow or Bull) Camel, Buffalo in legally permissible numbers for the education and demonstration of agriculture and all other uses permitted by the lease between Sublessor and City ("Master Lease")

TERM. Sublease shall begin on the 26th day of May, 2000, and end at midnight December 31, 2024 or upon termination of the Master Lease, whichever comes first. This Sublease may be canceled at any time with thirty days written notice delivered by either party to,

Marc D. Lindshield		Chris Banner
S.P.C.T.F. Inc.		Banner's Exotics
P.O. Box 3556	OR	17550 Bear Valley Lane
Escondido, CA 92033		Escondido, CA 92027

RENT. Rent shall be \$ 150.00 lawful money of the United States of America, payable as follows: \$150.00 on the first day of July, 2000, and a like amount on the first day of each and every month during the term of this sublease;

Said rent payable to: S.P.C.T. F. Inc.
P.O. Box 3556
Escondido, CA 92033-3556

or to such other person as Sublessor may from time to time designate by notice in writing. If the monthly rental payment is not received on or before five (5) days following the due date, said rental payment shall be in default and service charge of 10% of the defaulted payment may, at the option of S.P.C.T.F. Inc, become due and payable.

This Sublease is granted and accepted upon the foregoing and upon the following covenants and conditions and subject to all terms of the attached Master Lease, and subject to the following restrictions, to all and every one of which the parties consent; and each of the parties hereby expressly covenants and agrees to keep, perform and observe all the terms, covenants and conditions herein contained on their or its part to be kept, performed and observed:

FIRST, ASSIGNMENT AND SUBLEASING. Sublessee shall not assign this Sublease or Sublet the premises or any part thereof without the prior written consent of Sublessor and the City of San Diego, hereinafter, "City." An assignment by operation of law shall automatically terminate this Sublease.

SECOND. Sublessee shall well and truly pay to the Lessor the rental herein reserved; without demand therefore, on the days and in the manner herein prescribed for the payment thereof.

THIRD. Sublessee agrees to be responsible for and hereby relieves Sublessor and City from all liability by reason of any damage or injury to any person or thing which may arise from or be due to the use of the demised premises, and agrees to keep in force such insurance, in limits acceptable to Sublessor, as covers such contingencies. Sublessor shall carry fire insurance coverage with loss payable to Sublessor and Sublessee as their interests may appear.

FROUTH, Additional Insurance; Sublessee shall be insured by an insurance carrier acceptable to the City against loss from public liability arising from the use or conditions of or operation conducted on the premises. Minimum coverage shall be \$ 1 million COMBINED SINGLE LIMIT LIABILITY, with an occurrence claims form. A copy of the policy of insurance shall be filed with City and shall name that THE CITY OF SAN DIEGO as an additional insured. Said policy shall specify that the policy man not be terminated, altered or canceled without 30 days prior written notice to City by the insurance company.

FIFTH, Sublessee agrees to keep the premises clean and in good order;. not to use the premises for any illegal, immoral or environmentally hazardous purpose and to abide by such reasonable rules and regulations as Sublessor may from time to time promulgate to the tenants in writing.

SIXTH, The Sublessee, at any time during the term, shall permit inspection of the demised premises during reasonable hours by the Sublessor or the Sublessor's agents or representatives.

SEVENTH, On the last day of the term herein demised, or in the event that Lessee has failed to correct within fifteen (15) days after registered written notice to the demised premises, any breach of the covenants found herein, Sublessee shall peaceably and quietly leave, surrender and yield up unto the Sublessor all and singular the demised premises.

EITHTH, HOLD HARMLESS; Sublessee shall assume the defense of, indemnify and save harmless Sublessor and City from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the premises or from any act of omission of the Sublessee, his agents and invitees.

NINTH, LEGAL PROCEEDINGS; Should it become necessary for Sublessor or City to commence legal proceedings to collect rent, to recover possession or enforce any other provision of this lease, Sublessee agrees to pay all legal costs in connection therewith, including a reasonable sum as attorney's fees.

TENTH, SUBORDINATION; This agreement is in effect a sublease of a portion of the premises covered by Master Lease dated March 6th 2000, as amended between the Sublessor herein and the City. This Sublease is subject and subordinate to the covenants and conditions of the Master Lease notwithstanding any provisions hereof contrary to or in conflict with the Master Lease.

ELEVENTH, Sublessee may place such signs on the premises as it deems necessary, provided that any and all signs placed on premises by Sublessee shall be maintained in compliance with rules and regulations governing such signs and Sublessee shall be responsible to Sublessor for such damage caused by installation, use or maintenance of said signs, and Sublessee agrees upon removal of said signs to repair all damage incident to such removal.

TWELFTH, In and so long as the Sublessee pays the rent reserved by this Sublease, and performs and observes all of the covenants and provisions hereof, the Sublessee shall quietly enjoy the demised premises, subject, however, to the terms of this Sublease.

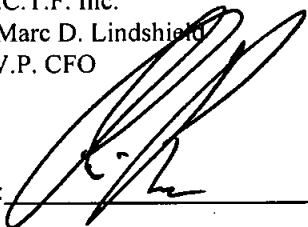
THIRTEETH, This instrument contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all the parties hereto, or their respective successors in interest.

FOURTEENTH, Sublessee shall pay Sublessor one month's rental as security deposit. Said deposit to be refunded after Sublessee vacates demised premises and Sublease expires.

Agreed to this 26th Day of May, 2000.

LESSOR: _____

BY: S.P.C.T.F. Inc.
NAME: Marc D. Lindshield
TITLE: V.P. CFO

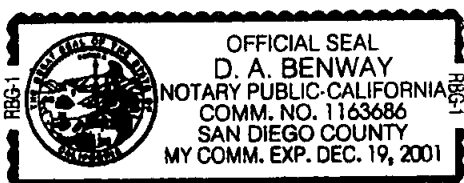
LESSEE: _____

BY: Banner's Exotics
NAME: Chris Banner
TITLE: Owner

State of California
County of San Diego

On May 26, 2000 before me, D.A. Benway
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared MARC D. LINDSHIELD & CHRISTOPHER D. BANNER
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

SUBLEASE AGREEMENT
TITLE OR TYPE OF DOCUMENT

3

NUMBER OF PAGES

5-26-00

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CONSENT TO SUBLEASE AGREEMENT

The City of San Diego (City), as LESSOR under that certain Lease Agreement (Master Lease) entered into with S.P.C.T.F. Inc.(Lessee) Document number RR-292825-2 Filed March 6, 2000 hereby consents to that certain Sublease Agreement between the above LLESSEE (SUBLESSOR) and Chris Banner, Banners' Exotics (SUBLESSEE), dated May 26th 2000.

Said Sublease shall be subordinate to the Master Lease in all respects. The City is merely approving the SUBLESSEE and the proposed use, and al terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the Sublease. The CITY is not bound by any term or conditions in the Sublease which in any way conflicts with or is additional to the provisions of the Master Lease.

In addition, this consent is subject to the following conditions: None

THE CITY OF SAN DIEGO

Dated May 26, 2000

By Jane E. Vukus
City Manager

APPROVED AS TO FORM:

Casey Gwinn
~~JOHN W. WITT~~, City Attorney

Dated 5/26/00

By Jeri W. Giddard
Deputy