

## EXECUTIVE OFFICE LEASE Carlisle Office Center

THIS LEASE is executed this 1<sup>st</sup> day of March, 2022, by and between 2921 Carlisle, LLC (hereinafter "Lessor") and Chrys Djatche De Kamgaing, a New Mexico Resident, DBA, PILGRIM WAY LLC (hereinafter Lessee")

1. **DEMISED PREMISES.** For and in consideration of the agreement of lessee to pay rent and other sums herein provided and to perform the terms, covenants and conditions herein contained, the full performance and observance of which are hereby agreed to by Lessee, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Demised Premises outlined on the Floor Plan attached hereto as Exhibit "A" and made a part hereof, described as Suite No.(s) 200 B and D in "as-is" condition, containing an agreed upon square footage of approximately 223 square feet of area on the 2nd floor ("Demised Premises") in the building having a street address of 2921 Carlisle Blvd NE, Albuquerque, New Mexico, 87110 ("Building") situated on the real property described in Exhibit "B" attached hereto, to have and to hold the same for the Term (hereinafter defined) of the Lease all upon the terms and conditions set forth in this Lease.

If Lessor is unable to deliver possession of the Demised Premises at the time herein agreed, then Lessor shall not be liable for any damages caused thereby nor shall this Lease be void or voidable, but Lessee shall not be liable for any rent until such time as Lessor can deliver possession.

Lessor shall have the right at all reasonable times to enter the Demised Premises to inspect the same and to make such repairs and alterations as Lessor shall see fit.

2. **TERM.** The term of this Lease shall be for Twelve (12) month(s) commencing on the 1st day of March, 2022. The fixed minimum rent shall commence on March 1, 2022.

3. **FIXED MINIMUM RENT AND ADDITIONAL RENT.** Lessee agrees to pay Lessor as Fixed Minimum Rent for the Demised Premises, the sum of Three Hundred Fifty Dollars and No/100 Dollars (\$ 350.00), in advance of the first (1st) day of each and every calendar month during the term hereof. In the event the term of this Lease commences or ends on a day other than the first day of a calendar month, then the rental for such period shall be prorated. Additional Rent shall be defined to include any and all amounts, other than Fixed Minimum Rent, that Lessee becomes obligated to pay to Lessor pursuant to the terms of this Lease. Except as otherwise provided, Additional Rent shall be payable in the same manner as is set forth for the payment of Fixed Minimum Rent. Said rent is to be paid at the office of Lessor, at the location indicated in Paragraph 23, or at such other place as may be designated in writing from time to time by Lessor. Lessee further agrees that for each calendar month that the monthly rent is not paid to Lessor on or before the first day of such month as provided above, Lessee shall promptly pay to Lessor the sum of Twenty and No/100 Dollars (\$20.00) as special damages. Lessor shall also have all other remedies available under this Lease.

4. **AUTOMATIC RENEWAL OF LEASE TERM.** In the event that Lessee has not provided Lessor with written notice no less than Ninety (90) days prior to expiration of the then-current Lease Term, this Lease shall automatically renew for a period of 12 months on the same terms and conditions except that the Fixed Minimum Rent as set forth in Article 2 above shall increase by Ten Dollars and No/100 Dollars (10.00) per Lease month over the then current Lease Term each and every Automatic Renewal period. Such Increased Rent shall take effect on each subsequent anniversary of the Rent Commencement Date set forth in Paragraph 1 above.

5. LESSEE'S SUBORDINATION AGREEMENT. In connection with any financing of the property, Lessee agrees to subordinate its lease to any mortgage or deed of trust or other security instrument of Lessor's Lender.

6. SECURITY DEPOSIT. Concurrent with the execution hereof, Lessee shall deposit with Lessor the sum of Three Hundred Fifty Dollars and 0/100 Dollars (\$350.00). Said sum shall be held by Lessor as security for faithful performance by Lessee of all of the terms, covenants, and conditions of this Lease to be kept and performed by Lessee during the term hereof. If Lessee defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of rent, Lessor may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any other amount which Lessor may spend or become obligated to spend by reason of Lessee's default, or to compensate Lessor for any loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of said deposit is so used or applied, Lessee shall, upon demand therefore, redeposit cash with Lessor in an amount equal to said deduction and Lessee's failure to do so shall be a material breach of this Lease. Lessor shall not be required to keep this security deposit separate from its general funds, and Lessee shall not be entitled to interest on such deposit. If Lessee shall fully and faithfully perform every provision of this Lease as required herein, the security deposit or any balance thereof shall be returned to Lessee within thirty (30) days of the expiration of said Lease.

7. ALTERATIONS. Lessee shall make no alterations, decorations, additions or improvements in or to the Demised Premises without Lessor's prior written consent, and then only by licensed contractors or mechanics approved by Lessor. All such work shall be done at such times and in such manner as Lessor may from time to time designate in order to insure that any work performed by Lessee shall not interfere with any other lessee's peaceful and quiet enjoyment of their premises.

8. LESSEE TO INCUR NO MECHANIC'S LIENS. Lessee shall not permit any mechanic's or materialmen's liens (herein collectively called "mechanic's liens") to be filed against the Demised Premises by reason of services or materials supplied or claimed to have been supplied in connection with any work ("Work") done in the Demised Premises at the direction of Lessee. All such Work shall be performed on a no lien basis and Lessee shall deliver to Lessor a contractor's affidavit attesting to the fact that said Work is being performed on a no lien basis.

9. SERVICES TO BE PERFORMED BY LESSOR. Lessor shall furnish and maintain:

(a) Heating and air conditioning to provide, in Lessor's judgment and subject to applicable government regulation, comfortable occupancy of the Demised Premises under normal business operations, from 8:00 AM to 6:00 PM Monday through Friday and from 8:00 AM to 1:00 PM Saturday of each week, Sundays and holidays accepted. If heating or air conditioning is requested by Lessee at hours other than those specified herein the additional cost thereof shall be paid by Lessee to Lessor as Additional Rent at reasonable rates fixed by Lessor.

(b) Cold water for drinking, lavatory and toilet purposes. Lessee shall not waste water or use water supplied to the Building in any manner not consistent with standard office uses.

(c) Driveways, employee and customer parking areas, landscaped and service areas, stairways, walkways, and elevator service, if any and as such may exist from time to time for the non-exclusive use of Lessee in common with Lessor and other lessees and their invitees for ingress to and egress from the Demised Premises.

(d) Electricity for ordinary office requirements, excluding however, any and all equipment requiring heavier than the normal use of electricity. For equipment requiring heavier than normal office use of electricity in the Building, Lessee shall, at the sole option of Lessor either (a) separately meter, at its own expense, the electricity serving such equipment and pay any and all costs associated with such utility

consumption, or (b) pay on demand, as Additional Rent, Lessor's charges for providing service for such equipment.

(e) Electrical wiring system in the Demised Premises for standard electrical receptacles and ceiling lighting fixtures. Replacement lighting tubes, lamps, bulbs and ballast required for the ceiling lighting fixtures in the Demised Premises shall be installed by Lessor at Lessor's expense.

(f) Lavatories for the use of Lessee's employees and invitees in common with other lessees in the Building.

10. INTERRUPTION OF SERVICES. Lessee agrees that Lessor shall not be liable in damages, either directly or indirectly, by abatement of rent or offset, for Lessee's loss or damages, including but not limited to loss of profits, computer data, or any other losses or inconvenience for the interruption of, failure to furnish or delay in furnishing any service.

11. MAINTENANCE BY LESSEE. Lessee shall, at its own expense, keep the Demised Premises in good repair and tenantable condition, excepting ordinary wear and tear and casualty. Lessee covenants and agrees to repair any and all damage occasioned by its use.

12. FAILURE OF LESSEE TO MAINTAIN. If Lessee fails, refuses or neglects to, maintain and repair the Demised Premises as required hereunder within five (5) days after receiving written notice from Lessor advising Lessee that such maintenance or repairs are required hereunder, Lessor may, in addition to whatever other remedies it may have hereunder or by law, make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's merchandise, fixtures, or other property or to Lessee's business by reason thereof, and upon completion thereof, Lessee shall pay Lessor's costs for making such repairs plus fifteen percent (15%) for overhead, profit and supervision within five (5) days after receipt of an invoice therefor from Lessor.

13. SURRENDER OF DEMISED PREMISES. Lessee shall not commit or allow any waste or damage to be committed on any portion of the Demised Premises, and shall, at termination of this Lease by its own terms or by lapse of time or otherwise, deliver up said Demised Premises to Lessor in as good condition as at the commencement date (including improvements), ordinary wear and tear excepted, and upon termination of Lease, Lessor shall have the right to re-enter and resume possession of the Demised Premises.

14. INSURANCE. Lessee at its own expense shall provide appropriate insurance coverage of the Demised Premises in the form, amount and with a carrier approved by Lessor.

15. SIGNS AND AUCTIONS. Lessee shall not place any sign upon the Demised Premises or Building or conduct any auction thereon without written consent by Lessor.

16. USE. Lessee agrees to use the Demised Premises for general office purposes and for no other purpose. **No Lessee shall at any time occupy any part of the building as sleeping or lodging quarters. NO STRONG OR UNPLEASANT ODORS FROM TRADE RELATED CHEMICALS OR LOUD SOUNDS FROM TRADE EQUIPMENT IS ALLOWED ON THE PREMISES.** Lessee shall not occupy or use, nor permit any portion of the Demised Premises to be occupied or used for any business or purpose which is unlawful in part or in whole or deemed to be disreputable in any manner or in the opinion of Lessor tends to adversely effect other occupants, or lower the value or the prestige of the Carlisle Office Center, the Demised Premises and or Building, or hazardous, or permit anything to be done which shall in any way increase the rate of fire insurance on the Building or contents, and in the event that, by reason of any acts of Lessee or its conduct of business, there shall be any increase in the rate of insurance on the Building or contents, then Lessee hereby agrees to pay such increase upon written notice from Lessor.

17. LESSOR'S REMEDIES FOR DEFAULT BY LESSEE. If default shall be made in the payment of the rent hereunder (including Fixed Minimum Rent and any Additional Rent) or in the payment of any other sum required to be paid by Lessee under this Lease or under the terms of any other agreement between Lessor and Lessee and such default shall continue for five (5) or more days after the same is due and payable, or if default shall be made in the observance or performance of any of the other covenants or conditions in this Lease which Lessee is required to observe and perform and such default shall continue for ten (10) days or more after written notice to Lessee, or if a default involves a hazardous condition or unauthorized use and is not cured by Lessee immediately upon written notice to Lessee, or if the interest of Lessee in this Lease shall be levied on under execution or other legal process, or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Lessee, or if any involuntary petition in bankruptcy shall be filed against Lessee under federal or state receivership or insolvency act and shall not have been dismissed within sixty (60) days from the filing thereof, or if a receiver shall not have been dismissed within sixty (60) days from the filing thereof, or if a receiver shall be appointed for Lessee or any of the property of Lessee by any court and such receiver is not dismissed within (60) days from the date of his appointment, or if Lessee shall make an assignment for the benefit of creditors, or if Lessee shall admit in writing Lessee's inability to meet Lessee's debts as they mature, or if Lessee shall abandon or vacate the Demised Premises during the Term hereof, then, except as otherwise provided by law, Lessor may treat the occurrence of any one or more of the foregoing events as a breach of the Lease, and thereupon at its option may, with or without any additional written notice or demand of any kind to Lessee or any other person, have any one or more of the following described remedies in addition to all rights and remedies provided at law or in equity or elsewhere herein:

(a) Lessor may terminate this Lease and the Term created hereby, in which event Lessor may forthwith repossess the Demised Premises and be entitled to recover forthwith as damages a sum of money equal to the value of the rent provided to be paid by Lessee for the balance of the Term.

(b) Lessor may terminate only Lessee's right of possession and may repossess the Demised Premises by forcible entry and detainer suit, by taking peaceful possession or otherwise, without any additional demand or written notice of any kind to Lessee and without terminating this Lease. Lessee agrees that Lessor may file suit to recover any sums falling due under the terms of this paragraph from time to time and that no suit or recovery of any portion due Lessor hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Lessor. No such re-entry or taking possession of the Demised Premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Lessee or unless the termination hereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for any breach, and in addition to any other remedies it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the Demised Premises.

(c) In the event Lessor repossesses the Demised Premises as provided above, Lessor may remove all persons and property from the Demised Premises and store such property at the cost of Lessee without liability for damage.

18. EXPENSES OF ENFORCEMENT. Lessee shall be responsible for and pay upon demand all Lessor's costs, charges and expenses including the reasonable fees of attorneys, agents and others retained by Lessor incurred in enforcing Lessee's obligations hereunder or incurred by Lessor in any litigation, negotiation or transaction in which Lessee causes Lessor to become involved or concerned.

19. REMEDIES CUMULATIVE. All remedies herein conferred upon Lessor shall be cumulative and no one exclusive of any other remedy conferred herein or by law. If Lessee is in default, Lessor may prevent removal of property from the Demised Premises by any lawful means it deems necessary to protect its interest.

20. CHOICE OF LAW. This Lease shall be governed by the laws of the state of New Mexico.

21. SUBLET. Lessee shall not mortgage or assign this Lease or sublet the Demised Premises or any part thereof or permit the use of the Demised Premises by any person other than Lessee with written consent from Lessor.

22. WAIVER. Failure of Lessor to declare any default immediately upon occurrence thereof, or delay in taking any action in correction therewith, shall not waive such default, but Lessor shall have the right to declare any such default at any time and take action as might be lawful or authorized hereunder, either in law or in equity.

23. RIGHTS RESERVED TO LESSOR. Lessor shall have the following rights exercisable without written notice and without liability to Lessee for damage or injury to property, person or business (all claims for damage being hereby released), and without effecting an eviction or disturbance of Lessee's use or possession or giving rise to any claim for set-offs or abatement of rent:

(a) To change the name or street address of the Building or the suite number of the Demised Premises;

(b) To install, remove and maintain signs on the exterior and interior of the Building;

(c) To have pass keys to the Demised Premises;

(d) To grant to anyone the exclusive right to conduct any business or render any service in the Building, provided that such exclusive right shall not operate to exclude Lessee from the use expressly permitted by Paragraph 13 of this Lease;

(e) To decorate, remodel, repair, alter or otherwise prepare the Demised Premises for occupancy during the last six (6) months of the term hereof, if during or prior to such time Lessee vacates the Demised Premises, or at any time after Lessee abandons the Demised Premises;

(f) To enter the Demised Premises during normal business hours (i) to make inspections, repairs, alterations or additions in or to the Demised Premises or the Building and to take all material into the Demised Premises that may be required therefor, (ii) to exhibit the Demised Premises to prospective purchasers or lessees of the Demised Premises of the Building, (iii) to post such notices as Lessor may desire to post to protect its rights under this Lease or (iv) during the six (6) months prior to the expiration of the Term of this Lease or any renewal term, to place upon the doors or in the windows of the Demised Premises, any usual or ordinary signs indicating that the Demised Premises are for rent;

(g) To enter the Demised Premises at any time in any manner in the event of an emergency or to perform any acts related to the safety, protection or preservation of the Demised Premises or the Building or the occupants thereof and their employees, agents, servants, and other invitees;

(h) To approve the weight, size and location of safes and other heavy equipment and articles in and about the Demised Premises and the Building;

(i) To require that all equipment, furniture, boxes and similar items to be moved in and out of the Demised Premises and the Building only at such reasonable times and in such reasonable manner as Lessor shall direct and in all events at Lessee's sole risk and responsibility;

(j) To decorate, alter, repair or improve the Demised Premises and the Building at any time, and Lessor and its representative for that purpose may enter on and about the Demised Premises and the Building with such material as Lessor may deem necessary, may erect scaffolding and all other necessary

structures on or about the Demised Premises and the Building and may close or temporarily suspend operation of entrances, doors, corridors, elevators or other facilities. Lessee waives any claim for damages including the loss of business resulting therefrom and agrees to pay Lessor for overtime and other expenses incurred if such work is done other than during ordinary business hours at Lessee's request, provided that in the exercise of its rights under this subsection, Lessor shall not unreasonably interfere with the conduct of Lessee's business.

24. **BUILDING RULES.** Lessee hereby covenants and agrees to abide by any and all Building Rules and Regulations as they may be promulgated from time to time by letter amendment or otherwise and shall be deemed incorporated herein. The Lessor shall have no responsibility to the Lessee for the violation or nonperformance by any other tenant of said building of any of said Rules and Regulations.

25. **WRITTEN NOTICE.** All notices by the Lessor to the Lessee, or by the Lessee to the Lessor, shall be in writing to the addresses listed below which notice address may be changed from time to time by written notice to the other. Written notices to the Lessee shall be deemed to be duly given if mailed by registered or certified mail, postage prepaid, addressed to the Lessee at the Demised Premises.

Lessor: 2921 Carlisle, LLC  
P.O. Box 65681  
Albuquerque, NM 87193  
505-249-9122 or 505-401-6268  
[2921carlisle@gmail.com](mailto:2921carlisle@gmail.com)

Lessee Name: Pilgrim Way  
Attn: Chrys Djatche De Kamgaing  
931 Green Valley Rd. NW  
Los Ranchos De Albuquerque, NM 87107  
Phone: 505-225-9628  
TAX ID #: \_\_\_\_\_

26. **ENTRY.** Time shall be of the essence of this Lease and all of the terms and covenants hereof are conditions, and upon the breach by the Lessee of any of the same it shall be optional with the Lessor to terminate this Lease, in which event Lessor shall have the immediate right of re-entry and may remove all persons and property from the Demised Premises.

27. **DESTRUCTION.** If the Demised Premises or a portion of the Building of which the Demised Premises is a part shall be damaged by fire or any other casualty or there is a taking by eminent domain, Lessor shall have the right, if Lessor shall so elect, not to restore the Demised Premises. If Lessor shall elect not to restore said Demised Premises, Lessor may cancel this Lease with sixty (60) days written notice to Lessee. Said cancellation shall take effect at the end of said sixty (60) day period and shall act as a total and complete release on both parties hereto.

28. **ADDENDUM.** Notwithstanding the terms and conditions herein the parties hereto agree that those provisions as included in the attached Schedules and Exhibits are hereby made a part hereof.

29. **ACCEPTANCE OF DEMISED PREMISES.** It is understood that Lessee has elected to enter into this lease based upon its own due diligence and inquiry and has not relied upon any inducements or representations on the part of Lessor, its agents and or representatives and that there are no oral agreements between the parties hereto affecting this Lease. Additionally, this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if

any, between the parties hereto or displayed by Lessor to Lessee with respect to the subject matter thereof, and none shall be used to interpret or construe this Lease. It is further agreed by and between the parties hereto that there shall be no modification or amendment of this Lease, except as may be executed in writing between the parties hereto. Lessee hereby acknowledges that it has inspected the Demised Premises and accepts said Demised Premises "as is".

30. **OFFSET STATEMENTS.** At any time and from time to time, Lessee agrees upon request in writing from Lessor to execute, acknowledge and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which Fixed Minimum Rent and other charges have been paid, and that the terms, covenants and conditions required of Lessor to be performed under this Lease have been so performed, and that there are no existing defenses or offsets by Lessee against the enforcement of this Lease by Lessor. It is understood and agreed that any such statement may be relied upon by any prospective purchaser of the fee or any leasehold or the mortgagee, beneficiary or grantees of any security or interest, or any assignee of any thereof, under any mortgage or deed of trust now or hereafter made covering the fee of, or any leasehold interest in, the Demised Premises or the real property covered by this Lease.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Lease to be executed as of the day and year first above written

Pilgrim Way, LLC

2921 Carlisle, LLC

*Chrys Djatche de Kamgaing*  
By \_\_\_\_\_

By \_\_\_\_\_

Chrys Djatche De Kamgaing, Managing Member

Nicolas Truyol, Managing Member

LESSEE

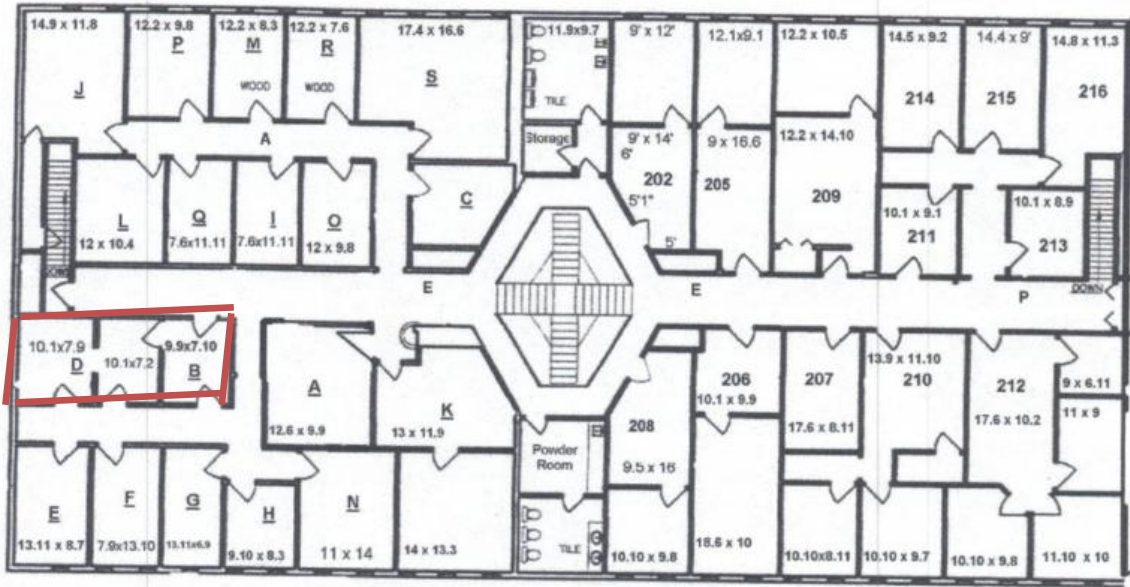
LESSOR

By \_\_\_\_\_

Michael Barker, Managing Member

LESSOR

EXHIBIT "A"





## EXHIBIT "B"

### Legal Description

- TR D-1 REDIV OF TR-D FIRST REPLAT DUKE CITY INDUSTRIAL AREA

EXHIBIT "C"

- 1) Access/Parking: Lessee shall have 24 hour access, 7 days per week. Non-exclusive parking is available to the front and rear of the building for Lessee's clients.
- 2) Utilities/Telephone: All utilities are included in Lessee's monthly rent (water, sewer, trash, gas, and electric), excluding telephone and cable tv. Wi-Fi internet will be available to Lessee, however no guaranty of signal strength, speed, security, or reliability is made by Lessor. Tenants requiring secure internet service need to procure their own direct internet service.
- 3) Reception Area/Lobby: A tastefully decorated and furnished reception area is provided.
- 4) Secretarial Services: Not applicable
- 5) Mail Handling: A mailbox will be available to the tenant by contacting postal service directly.
- 6) Photocopies: Not applicable
- 7) Pest Control: Pest control service shall be provided for the common areas monthly. Pest control service can be provided for the Lessee's office at a negotiated rate with the company.
- 8) Conference Room: One (1) conference rooms are available, on a first come - first served basis, for the non-exclusive use of all tenants of the Building
- 9) Kitchen Area: The first floor of the Building is outfitted with a kitchenette. Such kitchens include the use of microwaves and refrigerators.
- 10) Janitorial Service: Janitorial service shall be provided for the common areas weekly. Janitorial Services can be provided for the Lessee's office at a negotiated rate with the cleaning company directly. Lessor shall not be responsible for hiring or paying for any janitorial company to clean the Demised Premises.
- 11) Signage: Lessee or Lessee's company shall be listed on the interior directory located at the entrance to the office. Lessee is allowed 1 line of text as space permits, fill in below:\_\_\_\_\_

EXHIBIT "E"

GUARANTY

In consideration of One Dollar (\$1.00) to the undersigned Chrys Djatche De Kamgaing ("Guarantor"), in hand paid, receipt of which is hereby acknowledged, and also in consideration of the execution at Guarantor's request of that certain Lease dated March, 2022 between 2921 Carlisle, LLC, a New Mexico limited liability company as Lessor ("Lessor"), and Chrys Djatche De Kamgaing, DBA: Pilgrim Way, LLC as Lessee ("Lessee"), covering the premises described therein in the office building commonly known as Carlisle Office Center located at 2921 Carlisle Blvd. NE, Albuquerque, New Mexico, 87110 Guarantor, on behalf of itself, its successors and assigns, guarantees to Lessor, its successors and assigns, complete performance of the foregoing Lease and all of its provisions, and the provisions of all documents attached and incorporated by reference (which provisions are to be performed by Lessee), including, but not limited to, all future amendments and collateral agreements (made by Lessee or any other subsidiary and or affiliate of Guarantor), whether or not approved by Guarantor, for the entire term of the Lease or any extensions of such. So long as Lessee shall be the lessee under the Lease, Guarantor waives any right or necessity for any notice of default under the Lease as any condition for enforcement of this Guaranty and, during such period, notice of default given to Lessee or any such other subsidiary and or affiliate of Guarantor shall be deemed simultaneously given to Guarantor. Guarantor's liability hereunder shall be primary; provided, however that Guarantor shall not be liable for any default under the Lease during any period in which Lessee or any such other subsidiary and or affiliate of Guarantor shall not be the lessee under the Lease unless Lessor shall have first provided Guarantor with a separate written notice of such default and an opportunity to cure such default within the same time period allowed in the Lease.

Guarantor agrees that no assertion by Lessor of any other forms of remedy or relief available to it under the Lease or the law generally shall diminish or otherwise interfere with a separate and independent claim made against this Guaranty.

Guarantor's obligations hereunder to fully perform all obligations of Lessee under the Lease, including the obligation to pay Rent when due, shall not be impaired, modified, changed, released or limited in any manner whatsoever in any of the following events: (a) if Lessee shall become insolvent or be adjudicated a bankrupt; (b) if Lessee shall file a petition for reorganization, arrangement or similar relief under any present or future provisions of any national bankruptcy act, code or other statute, or if such a petition filed by creditors of Lessee shall be approved by a court; (c) if Lessee shall seek a judicial readjustment of the rights of its creditors under any present or future federal or state law; (d) if a receiver of all or part of Lessee's property is appointed by any state or federal court, and in any such proceeding the Lease shall be terminated or rejected, or the obligations of Lessee thereunder shall be modified; or (e) if the liability or estate in bankruptcy of Lessee under the Lease, or any remedy for the enforcement thereof, shall be impaired, modified, changed, released or limited in any manner whatsoever resulting from the operation of any present or future provision of any national bankruptcy act, code or statute, or from the decision of any court.

In the event of litigation between Lessor and Guarantor in connection with this Guaranty, the reasonable attorney's fees and court costs incurred by the party substantially prevailing in such litigation shall be borne by the non-prevailing party.

Guarantor hereby consents to the jurisdiction of any competent court within the County of Bernalillo, State of New Mexico, in Lessor's discretion, including without limitation, Federal Courts of the United States.

Within seven (7) days after a written request from Lessor, Guarantor shall deliver to Lessor, or its designee, an estoppel letter from Guarantor, confirming that this Guaranty remains in full force and effect, in accordance with its terms, and ratifying Guarantor's obligations hereunder.

The parties understand and agree that Lessor is relying on the fact and security of this Guaranty as a substantial inducement to the execution of the above-mentioned Lease.

IN WITNESS WHEREOF, the undersigned has executed this instrument this \_\_\_ day of March, 2022.

*Chrys Djatche de Kamgaing*

\_\_\_\_\_  
Guarantor

**163938924**

\_\_\_\_\_  
SSN