

AMENDMENT TO LEASE

REFERENCE IS HEREBY MADE to that certain Lease dated September 28, 2008 by and between NORTHGATE PLAZA RDS, LLC, as Lessor, and TURNING POINT OF CENTRAL CALIFORNIA, as Lessee, covering the premises described as 225 Academy Avenue in Sanger, California.

NOW THEREFORE, it is agreed upon by and between Lessor and Lessee, under said existing Lease hereto as follows:

Term:

The term for the above referenced lease shall be extended to and including September 30, 2012.

Minimum Rent:

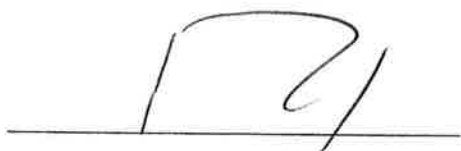
The monthly rent for the extended lease term shall be as follows:

10/01/2010 – 09/30/2011 \$1,845.94 Base Rent per Month

10/01/2011 – 09/30/2012 \$1,901.32 Base Rent per Month

All other terms and conditions of the original Lease shall remain in full force and effect.

NORTHGATE PLAZA RDS, LLC



Robin D. Solley, Managing Member

5/3/11
Date

**TURNING POINT OF CENTRAL
CALIFORNIA**


J. Jeff Fly, CEO

4-14-11
Date

COPY

RECEIVED

OCT 17 2008

Beacon Associates
Comm. Prop. Mgmt.

NORTHGATE PLAZA SHOPPING CENTER

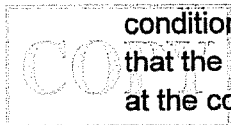
MODIFIED GROSS LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter LEASE) is made and entered into this 29th day of September, 2008, by and between NORTHGATE PLAZA RDS, LLC, c/o Beacon Associates, 1285 W. Shaw Avenue, Suite 100, Fresno, CA 93711 (hereinafter LESSOR), and TURNING POINT OF CALIFORNIA, Inc. (hereinafter LESSEE).

1. LEASED PREMISES – LESSOR hereby leases to LESSEE the office space at the location commonly known as 225 Academy, Sanger, CA 93657, which is approximately 1,562 square feet (hereinafter "Premises").
2. TERM – The initial term of this LEASES shall be for twenty-four (24) months commencing on October 1, 2008 through September 30, 2010.
3. RENT – LESSEE agrees to pay rent to LESSOR for the Premises beginning October 1, 2008, and the rent shall increase by three percent (3%) on October 1, 2009, and increase by three percent (3%) each October 1 thereafter. The rent shall be paid in advance or on or about the first of each month according to the following schedule:
 - (A) For the period October 1, 2008 through September 30, 2009, the rent shall be One Thousand Seven Hundred Thirty-nine and 98/100 Dollars (\$1,739.98) per month; and
 - (B) For the period October 1, 2009 through September 30, 2010, the rent shall be One Thousand Seven Hundred Ninety-Two and 18/100 Dollars (\$1,792.18) per month; and
4. UTILITIES – LESSEE shall pay those metered costs associated for the use of natural gas and electricity, including water, garbage and sewer services. LESSEE shall pay all costs associated with its use of telephone service.
5. USE – LESSEE shall use the Premises as office space. LESSEE agrees to comply with all applicable laws, ordinances and regulations in connection with such use.

LESSOR covenants that the Premises are suitable for the intended use.

LESSEE further agrees to remain in compliance with all applicable laws, ordinances and regulations, including but not limited to safety regulations, health and building codes, and that the Premises shall remain in such compliance throughout the term of this LEASE.
6. MAINTENANCE – LESSOR shall be responsible for the structural condition of the Premises and for all exterior and interior maintenance, including but not limited to the air conditioning, heating, roof, painting, landscaping, and parking lot. LESSOR covenants that the Premises shall be maintained in substantially the same condition as that existing at the commencement of this LEASE. LESSEE shall be responsible for janitorial



Email 12/23/08 to
Rich, Walter
Autumn, Michelle
Arian, Janna, Jr

services, including paper supplies, at the Premises. LESSEES, at its sole cost, shall activate the intrusion alarm and pay the monthly maintenance fee.

7. BREACH OF OBLIGATION TO MAINTAIN – In the event LESSOR breaches its obligation to maintain the Premises as herein provided, LESSEE shall give written notice to LESSOR within fifteen (15) days of the discovery of such breach. LESSOR shall then have fifteen (15) days from the date of notice to cure its breach. If the period for cure expires and if, in LESSEE'S sole determination, LESSOR has failed to cure the LESSEE may, at its election:

- (A) Terminate this LEASE as hereinafter provided. In such case, LESSEE shall have the right to demand LESSOR refund any monies which, in the judgment of LESSEE, were paid to LESSOR pursuant to the LEASE but which were not earned by LESSOR by consequence of its breach. Upon receipt of such demand, LESSOR shall promptly refund all monies; or
- (B) Cure LESSOR'S breach and deduct the cost of such cure, together with reasonable administrative costs, from LESSEE'S future rent obligation. LESSEE'S decision to cure LESSOR'S breach shall not constitute a waiver of any rights or remedies that LESSEE may have arising from the LEASE or by operation of law.

8. DESTRUCTION OR DAMAGE FROM CASUALTY – If the Premises are damaged or destroyed as a result of fire, earthquake, act of God, or any other identifiable event of a sudden, unexpected, or unusual nature (hereafter referred to as "Casualty") than LESSOR shall either promptly and diligently repair the damage at its own cost, or terminate the LEASE as hereinafter provided.

- (A) LESSOR'S Election to Repair: If LESSOR elects to repair the Casualty damage to the Premises, then it shall within fifteen (15) days after the date of Casualty provide written notice (hereinafter "Notice of Repair") to LESSEE indicating the anticipated time required to repair, LESSOR shall bear the cost of all repairs to the Premises, including the cost to repair any alterations or fixtures installed or attached thereto by LESSEE, Such repairs shall restore the Premises to substantially the same condition as that existing at the commencement of this LEASE; such repairs shall also be made in compliance with all applicable state and local building codes, LESSOR shall not be liable to LESSEE for compensation for any loss of business, or any inconvenience or annoyance arising from repair of the Premises as a result of the Casualty except for rent reduction as hereinafter provided. LESSEE shall be responsible at its sole cost and expense for the replacement of its personal property.
- (B) LESSOR'S Election to Terminate Due to Casualty: LESSOR may only elect to terminate the LEASE due to Casualty if; the Premises have been destroyed or substantially destroyed by said Casualty; and the estimated time to repair the Premises exceeds sixty (60) days from the date of the Casualty.

COPY

LESSOR shall provide LESSEE with written notice of its election to terminate within fifteen (15) days after the date of Casualty.

- (C) Rent Reduction Due to Casualty: In the event of Casualty, LESSEE'S obligation to pay rent shall be reduced beginning on the date of the Casualty. Such reduction shall be proportional to the damage caused to the Premises by the Casualty as determined by LESSEE. If LESSOR elects to repair the Premises pursuant to the terms of this LEASE, then the rent reduction shall continue until the date of substantial completion of repair.
- (D) LESSEE'S Election to Terminate Due to Casualty: If LESSEE does not receive a Notice of Repair from LESSOR within fifteen (15) days after a casualty, or if the anticipated period of repair contained in the Notice of Repair exceeds sixty (60) days, then LESSEE may elect to terminate this LEASE as hereinafter provided. In such case, LESSEE shall have the right to demand that LESSOR refund any monies which, in the judgment of LESSEE, were paid to LESSOR pursuant to the LEASE but which were not earned by LESSOR by consequences of the Casualty. Upon receipt of such demand, LESSOR shall promptly refund all such monies.

9. TERMINATION – If, pursuant to the terms provided herein, either LESSOR or LESSEE has an election to terminate the LEASE and so elects, then notice, after which the LEASE shall convert to a month-to-month tenancy with all of its remaining provisions in full force and effect. In the case of LESSEE, the CEO of TURNING POINT OF CENTRAL CALIFORNIA or their designee shall have the power to provide such notice and terminate the LEASE.

10. INDEMNITY - LESSEE shall indemnify and hold harmless LESSOR, LESSOR'S AGENTS, and PROPERTY MANAGER from and against any and all claims arising from LESSEE'S use of the Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by LESSEE in or about the Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by LESSEE in or about the Premises, and shall further indemnify and hold LESSOR harmless from and against any and all claims arising from any breach or default in the performance of any obligation on LESSEE'S part to be performed under the terms of this lease, or arising from any act negligence of LESSEE or any of its agents, employees, guests or invitees, and from and against all costs, attorney's fees, expenses and liabilities incurred in or about any such claim, LESSEE upon notice from LESSOR shall defend the same at LESSEE'S expense by counsel reasonably satisfactory to LESSOR. LESSEE, as a material part of the consideration to LESSOR, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause other than LESSOR'S gross negligence or willful misconduct, and LESSEE hereby waives all claims in respect thereof against LESSOR.

11. EXEMPTION OF LESSOR FROM LIABILITY - Except for the gross negligence or willful misconduct of LESSOR, LESSOR shall not be liable for injury or damage which may be

sustained by the person, goods, wares, merchandise or property of LESSEE, its employees, invitees or customers, or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, whether the damage or injury results from conditions arising upon the Premises or upon other portions of building of which the Premises are a part, or from any other source. LESSOR shall not be liable for any damage arising from any act or neglect of any other LESSEE of the Shopping Center.

12. INSURANCE – LESSOR shall, at its sole expense, maintain in full force and effect during the term of this LEASE the following policies of insurance:

- (A) Commercial General liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of not less than Two Million Dollars (\$2,000,000.00). This policy shall be issued on an occurrence basis; and
- (B) Fire Insurance and extended coverage. LESSOR shall add LESSEE as an additional loss-payee thereon.

LESSEE shall, at its sole expense, maintain during the term of this LEASE the following policies of insurance, which coverage may be provided in whole or in part through one or more programs of self-insurance:

- (A) Commercial General liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of not less than Two Million Dollars (\$2,000,000.00). This policy shall be issued on an occurrence basis.
- (B) All-Risk property insurance covering the personal property of LESSEE.
- (C) LESSEE shall carry plate glass insurance at the full insurable value on all exterior glass, or be responsible for repair and/or replacement.

Said insurance shall be in a form acceptable to the LESSOR and shall include LESSOR, its AGENTS and PROPERTY MANAGEMENT COMPANY where applicable, as additional insured's on the policy. LESSOR may place its own insurance for its protection if LESSEE shall fail to provide proof that said insurance is in place. Any premiums for said insurance shall be reimbursed by LESSEE within ten (10) days after demand has been made for same.

13. NON-FUNDING TERMINATION – This LEASE is contingent on the allocation of funds by a private, county, state, or Federal government agency. Should funds not be allocated, this LEASE may be terminated by the CEO, Mr. J. Jeff Fly of TURNING

COPY

POINT of CENTRAL CALIFORNIA or his/her designee at any time by giving at least thirty (30) days prior written notice to LESSOR.

14. SURRENDER OF POSSESSION - Upon the expiration or termination of this LEASE, LESSEE will surrender Premises to LESSOR in such condition as existing at the commencement of this LEASE less reasonable wear and tear, less the effects of any Casualty as herein defined, and less the effect of any breach of LESSOR'S covenant to maintain. LESSEE will not be responsible for any damage which LESSEE was not obligated hereunder to repair.
15. FIXTURES – LESSOR agrees that any equipment, fixtures or apparatus installed in or on the Premises by LESSEE shall continue to be the property of the LESSEE and may be removed by LESSEE at any time, LESSEE shall repair any damage caused by the removal of fixtures and restore the property to its original condition prior to the installation of LESSEE'S fixture. Any fixtures not removed when LESSEE surrenders possession shall become the property of LESSOR, provided LESSOR accepts said fixtures. Otherwise, LESSEE is required to remove any and all fixtures installed in accordance to this paragraph #14 of the LEASE.
16. RIGHT OF ENTRY – LESSOR, or its representative(s), upon giving 24 hours written notice, shall have the right to enter the Premises at any time during business hours, or at such other time as mutually agreed upon by and between LESSOR and LESSEE, to make any alterations, repairs or improvements to the Premises, The normal business of LESSEE or its invitees shall not be unnecessarily inconvenienced.
17. AMENDMENT – This LEASE may be amended in writing by the mutual consent of the parties without in any way affecting the remainder.
18. NON-ASSIGNMENT – Neither party shall assign, transfer or sub-contract this LEASE, or the rights or duties under this LEASE, without the prior written consent of the other party.
19. GOVERNING LAW – Venue for any action arising out of or relating to this LEASE shall be in Fresno County, California. This LEASE shall be governed by the laws of the State of California.
20. NOTICES – All notices, demands, requests, exercises, and other communications under this LEASE by either party shall be in writing and:
 - (A) Sent by United States Certified Mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the Under States mail, or
 - (B) Sent by nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, as follows:

COPY

LESSEE:

Turning Point of Central California, Inc.
J. Jeff Fly, CEO
615 South Atwood Street
Visalia, Ca. 93290-7447

LESSOR:

Northgate Plaza RDS, LLC
c/o Beacon Associates
1285 W. Shaw Ave., Ste. 100
Fresno, CA. 93711

Or to such person or at such other place as either Party may from time to time designate by written notice to the other Party.

Notice given in the foregoing manner shall be deemed sufficiently given for all purposes hereunder on the date such notice was (i) personally delivered, deposited and postmarked with the United States Postal Services, (ii) sent by a nationally recognized overnight courier service, or (iii) sent by telephonic facsimile transmission, provided however, such transmission shall be completed before 5:00 PM on the day of transmission and such Party shall otherwise comply with this section 21 concerning the giving of notice in such manner, provided further that , in any event notices of changes of address or termination of this Agreement shall not be effective until actual receipt.

Notices given hereunder shall not be amendments or modifications to this Agreement.

97 21. ~~B#~~ ENTIRE LEASE- This LEASE constitutes the entire LEASE between the LESSOR and LESSEE with respect to the subject matter hereof and supersedes all prior leases, negotiations, proposal, commitments, writings, advertisements, publications and understanding of any nature whatsoever unless expressly referenced in this LEASE.

This LEASE shall be binding on and inure to the benefit of LESSOR'S heirs, successors assigns.

LESSEE:

LESSE:

X J. Jeff Fly, CEO

J. Jeff Fly
Turning Point of Central California - CEO

Date: 10-2-08



X [Signature]

Robin D. Solley
Northgate Plaza RDS, LLC - Managing Member

Date: 11/12/08

X : [Signature] Pres. Becker-Lopez Inc.
dba Beacon Assoc.

Property Mgr. For: Northgate Plaza RDS, LLC

DATE: 10/1/08

ADDENDUM TO LEASE

REFERENCE IS HEREBY MADE to that certain Lease dated September 29, 2008 between The Northgate Plaza RDS, LLC, c/o Beacon Associates, 1285 W. Shaw Avenue, Suite 100, Fresno, CA 93711, as Lessor, and Turning Point of California, Inc., as Lessee, covering the premises described as 225 Academy Avenue, Sanger, California 93657.

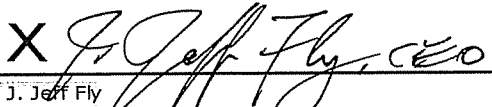
NOW THEREFORE, it is agreed upon by and between Landlord and Tenant, under said existing Lease hereto as follows:

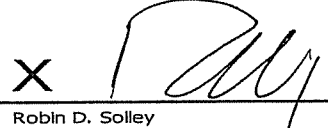
1. **DEPOSIT** – LESSEE shall, upon full execution of this Addendum, submit to LESSOR a Security deposit in the sum of: **One Thousand Seven Hundred Ninety-Two Dollars and 18/100 Dollars (\$ 1,792.18)**. Said sum shall be held by LESSOR as a Security Deposit for the faithful performance by LESSEE'S of all of the terms, covenants, and conditions of this Lease to be kept and performed by tenant during the term hereof. If LESSEE defaults with respect to any provision of this lease, including but not limited to the provisions relating to payment of rent of any monetary sums due hereunder, LESSOR may (but shall not be required to) use, apply or retain all or any part of this Security Deposit for the payment for any rent or any such monetary sum in default or any other amount which LESSOR may spend or become obligated to spend by reason of LESSEE'S default or to compensate LESSOR for any other 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, within ten (10) days after written demand therefore, deposit cash with LESSOR in an amount sufficient to restore the Security Deposit to its original amount; 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 to be performed by it, the Security Deposit or any balance thereof shall be returned to LESSEE (or, at LESSOR'S option, to the last assignee of LESSEE'S interest hereunder) at the expiration of the lease term and after LESSEE has vacated the Premises. In the event of termination of LESSOR'S interest in this Lease, LESSOR shall transfer said Deposit to LESSOR'S successor in interest, whereupon LESSEE agrees to release LESSOR from all liability for the return of such Deposit or the accounting therefore.

This LEASE shall be binding on and inure to the benefit of LESSOR'S heirs, successors assigns.

LESSEE:
**TURNING POINT OF CENTRAL
CALIFORNIA, INC.**

LESSE:
NORTHGATE PLAZA RDS, LLC

X 
J. Jeff Fly
Turning Point of Central California - CEO
Date: 11-17-08

X 
Robin D. Solley
Northgate Plaza RDS, LLC - Managing Member
Date: 11/12/08

Beacon Associates

Real Estate Asset and Property Management

December 18, 2008

Turning Point of California
J. Jeff Fly, CEO
615 South Atwood Street
Visalia, CA 93290-7447

Re: Fully Executed Amendment to Lease
225 Academy Avenue, Sanger, CA

Dear Mr. Fly:

Attached for your records is a fully executed copy of the Lease Agreement for the above referenced space. Please keep this with your leasing records for future reference. You will only receive an invoice for rent if and when your monthly remittance amount changes.

Should you have any questions in regards to this matter, please do not hesitate to contact our office at (559) 228-0127.

Very Truly Yours,



Amy B. Lopez
Property Manager
BEACON ASSOCIATES

: AI

Enclosures

