

COMMERCIAL LEASE SUMMARY

1 For all purposes herein, the following terms shall have the meaning as set forth in this Section, except as
2 expressly modified hereafter:

3 Address: _____
4 Square Footage: Approx. _____ SF
5 Permitted Use: _____
6 Landlord: _____
7 Tenant: _____
8 Base Term: _____
9 Base Rent: _____
10 Estimated First Year Additional Rent: _____
11 Base Year: _____
12 Percentage Rent: _____
13 Security Deposit: _____
14 Pre-Paid Rent: _____
15 Commencement Date: _____
16 Rent Commencement Date: _____
17 End Date: _____
18 Renewal Options: _____
19 Landlord's Broker: _____
20 Tenant's Broker: _____

21 The Exhibits marked below are attached to this Lease and incorporated herein by reference.

- 22 ☐ Exhibit A: Additional Lease Terms
23 ☐ Exhibit B: Floor Plan/Site Plan
24 ☐ Exhibit C: Lease Commencement Date Agreement
25 ☐ Exhibit D: Tenant Improvement Requirements
26 ☐ Exhibit E: Tenant Improvement Allowance
27 ☐ Exhibit F: Personal Guarantee
28 ☐ Exhibit G: Estoppel Certificate

COMMERCIAL LEASE

29 This Commercial Lease (hereinafter "Lease") is made and entered into by and between (*insert name of owner*)
30 _____ (hereinafter "**Landlord**"),
31 and _____ (hereinafter "**Tenant**").

32 Witnesseth, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Premises (*as defined*
33 *below*), subject to the terms and conditions described in this Lease.

1. BASIC TERMS

34 The following definitions and basic terms apply to this Lease.

35 The "**Term**" shall consist of the Base Term, any extension or renewal thereof (if any, per Section 3 below).

36 The "**Base Term**" shall be for a fixed period of _____ years and _____ months, starting on
37 _____ 20____, or such other date as may be provided in Section 5A (the
38 "**Commencement Date**").

39 The "**Abated Rent**" shall be the period of the Term for which no ☐ Base Rent ☐ Additional Rent shall be due
40 from Tenant. The rent shall be abated for Month(s) _____ of the Term (*0 if none stated*).

41 "**Base Rent**": (*fill in all blanks*)

42 Month _____ : \$ _____ per month; \$ _____ per square foot
43 Month _____ : \$ _____ per month; \$ _____ per square foot
44 Month _____ : \$ _____ per month; \$ _____ per square foot
45 Month _____ : \$ _____ per month; \$ _____ per square foot
46 Month _____ : \$ _____ per month; \$ _____ per square foot

47 "**Premises**" shall mean _____ rentable Square Footage in the "**Building**" and the
48 "**Land**" located at the street address commonly known as:

49 _____
50 **Street Address** **City** **State** **Zip Code** **County**

51 Tenant's "**pro-rata share**" of the Building and Land being _____ percent (____%).

52 The parties stipulate that the above Square Footage measurements are accurate for purposes of this Lease
53 (including all Rent and other charges). Tenant shall have the non-exclusive right to use _____ [*zero if*
54 *none stated*] parking spaces located on the Land.

55 ☐ (*Check box if legal description or site plan is attached*)

56 Tenant shall pay Landlord as Additional Rent the following: (*Check one for each category*)

57 "**All**" means the entirety of the Tenant's Pro Rata Share.

58 **“Increase”** means the increase in such amount over and above the amount actually incurred for the last full
59 calendar year prior to the calendar year in which the Term starts on a pro-rata share basis.

					Base Year Amount	Other
60	CAM	<input type="checkbox"/> all	<input type="checkbox"/> the “increase” in, or	<input type="checkbox"/> None	_____	_____
61	Taxes	<input type="checkbox"/> all	<input type="checkbox"/> the “increase” in, or	<input type="checkbox"/> None	_____	_____
62	Insurance	<input type="checkbox"/> all	<input type="checkbox"/> the “increase” in, or	<input type="checkbox"/> None	_____	_____
63	Utilities	<input type="checkbox"/> all	<input type="checkbox"/> the “increase” in, or	<input type="checkbox"/> None	_____	_____
64	Janitorial	<input type="checkbox"/> all	<input type="checkbox"/> the “increase” in, or	<input type="checkbox"/> None	_____	_____

65 Base Year shall be: _____

66 **“Common Areas”** means those areas designed for the common use, convenience and benefit of
67 Landlord, Tenant and all other occupants, whether or not identified in the Lease, located in the
68 Building or on the Land, exclusive of the Premises. The Common Areas shall include: any parking
69 areas, common driveways, the entrances and exits of the Building, sidewalks, any landscaped areas and
70 exterior planted areas, retaining walls and other site improvements within the Building or the Land.
71 Landlord agrees that, except for necessary and/or emergency repairs, there will be reasonably free and
72 uninterrupted access and Landlord shall take no action nor consent to a third party’s taking any action
73 to materially and adversely affect Tenant’s Premises. The entrances and exits between all adjacent
74 streets and parking areas on the Land shall be maintained by Landlord.

75 **“CAM”** shall mean any and all of the reasonable costs and expenses paid or incurred by Landlord in
76 the operation, maintenance, repair and security of all of the Common Areas of the Building and Land,
77 including, and being limited to, cleaning, repairing, insuring and maintaining the Common Areas,
78 including lighting facilities; curbs, walkways, parking lot patching; security; trash collection; snow and
79 ice removal; gardening and landscaping; striping, repair and replacement of any paved improvements;
80 reasonable depreciation or amortization of, or rents for, the equipment used in the operation of
81 Common Areas; Insurance Costs (as hereafter defined), wages, worker’s compensation, unemployment
82 taxes and Social Security taxes of employees directly and actually performing the above-described
83 services, except for any project manager, whose compensation shall be excluded; (provided, however,
84 if such persons perform services for Landlord at any buildings or lands not defined in this Lease, such
85 wages, workmen’s compensation, unemployment taxes and Social Security taxes shall be allocated
86 between the Building and Land and such other shopping centers, and Tenant shall be obligated to
87 contribute only to the portion allocated to the Building and Land); fees and assessments imposed by
88 any documents of record; and, an amount computed by multiplying the CAM costs (exclusive of
89 Insurance Costs and utility charges) by five percent (5%) (**“Management Fee”**). **“Insurance Costs”** as
90 used in this Addendum shall mean annual premiums for all insurance required to be obtained by
91 Landlord under this Lease, but shall exclude deductibles.

92 **“Insurance”** means all fire and extended hazard or All-Risk casualty coverage, including but not limited to
93 earthquake, flood, water leakage, theft, vandalism and malicious mischief (up to 100% of replacement cost),
94 general liability, loss of rental income, and any other insurance maintained in the industry for similar properties.

95 “**Rent**” means Base Rent, together with any Percentage Rent, reimbursements for CAM, Taxes or Insurance, and
96 all other sums, fees or amounts to be paid by Tenant to Landlord pursuant to the terms of this Lease (which are
97 sometimes collectively referred to herein as “**Additional Rent**”)

98 The “**Security Deposit**” shall be _____ and 00/100 dollars (\$ _____).

99 The “**Pre-Paid Rent**” shall be _____ and 00/100 dollars (\$ _____).

100 “**Taxes**” mean all real estate taxes, including all ad valorem taxes and levies and all installments of all general or
101 special assessments, which may accrue or be levied or assessed by any lawful authority at any time during or
102 applicable to the Term concerning the Premises or the Rent charged hereunder.

103 The “**Trade Name**” of Tenant (if any) is _____.

2. RENT AND OTHER TENANT PAYMENTS

104 **A. Payment of Rent.** Tenant shall pay all monthly installments of Base Rent in advance on the first day of each
105 month during the Term; provided, however, that Tenant shall pay the first full installment of Base Rent (together
106 with any partial Base Rent due as set forth below) concurrently with the execution of this Lease. If the Term
107 commences or ends on a day other than the 1st day of the month, Base Rent for such month shall be prorated on
108 a daily basis. Tenant’s covenant to pay Rent is independent of every other covenant set forth in this Lease.
109 Unless otherwise specified as set forth herein, Additional Rent shall be due and payable no earlier than thirty
110 (30) days after Notice thereof is delivered to Tenant (but no more frequently than monthly).

111 Subject thereto, all Rent shall be paid without demand on or before the date when due without deduction, set-
112 off, counterclaim or a grace period whatsoever but no later than ten (10) days. All Rent shall be payable to
113 Landlord and shall be delivered (along with any Security Deposit and any Notice called for hereunder) to the
114 address set forth below the signature of Landlord (or its property manager, as the case may be) on the last page
115 of this Lease, or to such other person or place as Landlord may from time to time direct by Notice to Tenant.

116 **B. Electronic Payment.** Tenant (*Check one*) ☐ **does** ☐ **does not** authorize Landlord to electronically withdraw
117 from Tenant’s Account (hereinafter defined) payments of (*Check one*): ☐ **Base Rent** (only) or ☐ **Rent**, during
118 the Term. Tenant shall notify Landlord of the name and address of the bank, credit card or financial institution in
119 which Tenant’s account (the “**Account**”) is located and the number of the Account, and executive authorization
120 forms acceptable to effectuate the payment of Rent as above provided. Tenant shall retain sufficient amounts in
121 the Account for monthly withdrawals throughout the Term. If Tenant desires to change the Account to another
122 financial institution, Tenant shall give Landlord thirty (30) days prior Notice thereof and execute authorization
123 forms to enable Landlord to electronically withdraw Rent as above provided, without hiatus.

124 **C. Percentage Rent.** (*If the following is not intended to apply, insert “zero,” 0,” “N/A” or “Not Applicable”*).
125 This paragraph should only be completed for a lease permitting retail use). Tenant shall also pay, as “**Percentage**
126 **Rent**”, for each Lease Year (as hereafter defined) the amount (if any) by which _____ percent
127 (_____%) of the amount of Tenant’s Gross Sales (as defined below) during such Lease Year exceeds the
128 total amount of Base Rent for such Lease Year. The first “**Lease Year**” shall commence on the first day of the
129 first full calendar month of the Term and shall end at the close of the twelfth full calendar month of the Term.
130 Thereafter, each Lease Year shall consist of consecutive periods of twelve (12) full calendar months. “**Gross**
131 **Sales**” shall include the aggregate of all sales and charges for services rendered or performed and business
132 conducted, whether wholesale or retail and whether for cash or credit, made in, upon or from the Premises by
133 Tenant and all of its licensees, concessionaires and sublessees, but shall not include sales taxes or similar taxes
134 collected from customers for governmental agencies, sales to employees at discount, nor returns, refunds or
135 allowances made by Tenant to its customers. Landlord may require Tenant to pay Percentage Rent per month,
136 quarter, or annum of the Lease Year upon no less than thirty (30) days Notice to Tenant. Upon such Notice,

137 Tenant shall furnish Landlord with a written statement showing the amount of Gross Sales for the Premises from
138 the beginning of the Lease Year to the end of the calendar month immediately preceding the delivery of such
139 statement, and shall pay any such Percentage Rent due, within thirty (30) days of delivery of such statement.
140 Such statement shall be signed by Tenant and certified to be correct, by either a certified public accountant or a
141 financial officer of Tenant and in such form and content as Landlord may reasonably determine.

142 **D. Audits.** Landlord agrees to keep accurate records documenting CAM, Taxes and Insurance, and (if Tenant is
143 required to pay Percentage Rent) Tenant agrees to keep accurate records documenting Gross Sales, for a
144 minimum of two (2) years after either incurring such costs or making such sales, as applicable. Upon thirty (30)
145 days' prior Notice, either party, at its sole cost and expense, may examine the other party's records (but no more
146 than once per calendar year). If such examination reveals a misstatement of four percent (4%) or more (per year
147 for CAM, Taxes and Insurance, or per quarter for Gross Sales), then the other party shall pay the reasonable cost
148 of such examination and either refund the overcharged amount or pay Additional Rent, together with Interest
149 thereon at the Default Rate, payable from the date of the overcharge of CAM, Taxes and Insurance, or the
150 underpayment of Percentage Rent.

151 **E. CAM/Taxes/Insurance.** Unless otherwise expressly provided, Tenant shall directly contract and timely pay
152 for all electricity, gas, water, fuel, trash removal, janitorial service, and any other services or utilities that are
153 separately metered and supplied to the Premises. If Landlord elects to supply any such services or utilities, then
154 Tenant shall pay to Landlord all reasonable costs for its consumption thereof as Additional Rent. In no event
155 shall Landlord be liable for any interruption or failure in supplying any services or utilities to the Premises. If
156 Landlord elects to contest any Taxes or proposed increase thereof, any expense incurred in such contest shall be
157 considered as a Tax expense and Tenant shall pay for the same. Landlord may, at its option, require fixed
158 monthly or other periodic charges for any such CAM, Taxes and Insurance, based upon the estimated annual
159 cost (as provided in Section 1), payable in advance, but subject to audit readjustment based on the CAM changes
160 and actual costs incurred as set forth in subparagraph D above.

161 **F. Late Charges/Default Interest.** This provision shall not affect Landlord's right to declare Tenant in default
162 for failure to pay any sum when due and is in addition to all other rights and remedies available under this Lease
163 in connection therewith. Tenant agrees to pay as a late charge \$ _____ for each month that any payment of
164 Rent remains unpaid after the due date. In addition, any Rent which remains in arrears three (3) days after the
165 same is due shall bear interest at the annual rate equal to three percent (3%) in excess of the publicly announced
166 prime rate of US Bank, NA (or its successors), but not to exceed the highest rate permitted by applicable law
167 (the "Default Rate").

168 **G. Security Deposit.** Tenant shall deliver the Security Deposit (if any) upon execution of this Lease to Landlord
169 (or its Property Manager if so designated) to be held as security for the payment of all Rent and the full and
170 faithful performance by Tenant of all of its obligations hereunder. Landlord shall always have the right to apply
171 the Security Deposit (or portions thereof) to cure any default that may exist. Upon surrendering possession of
172 the Premises as required hereby, Landlord shall return the Security Deposit to Tenant, provided Tenant has made
173 all payments and performed all obligations of Tenant hereunder. The Security Deposit does not constitute
174 liquidated damages and nothing herein shall limit Landlord's right to recover actual damages in excess thereof,
175 or any other cause of action Landlord may have against Tenant under this Lease, or permit Tenant to apply any
176 portion thereof in lieu of payment of any Rent due hereunder. The Security Deposit may be held in an interest-
177 bearing account and need not be maintained intact or in a separate escrow account unless the laws of the State in
178 which the Premises is located require otherwise. Any Interest earned shall be paid to Landlord or its designated
179 Property Manager from time to time. If Landlord conveys its Interest under this Lease, the Security Deposit (or
180 portion thereof not previously applied) may be turned over to Landlord's grantees or assigns. In such case,
181 Tenant hereby releases Landlord any liability with respect thereto and shall look solely to such grantee or

182 assigns. Property Manager may deliver any Security Deposit received by it directly to Landlord, and shall have
183 no responsibility for any refund due to Tenant.

3. RENEWAL OPTION *(If the following is not intended to apply, insert "zero," 0, "N/A" or "Not Applicable")*

184 Tenant shall have the right to extend the Term for _____ (_____) additional period(s) of _____
185 (____) months each, commencing on the expiration of the then-current Term (*i.e.*, expiration of the initial Base
186 Term with respect to commencement of the first extension period; expiration of the first extension period with
187 respect to commencement of the second extension period, etc.) of this Lease. Such right shall be deemed
188 effectively exercised only if Tenant gives Landlord Notice thereof at least _____ (____) days (*ninety (90)*
189 *days if none stated*) prior to the expiration of the then-current Term and only if Tenant is not in default at the
190 time of such exercise. All terms and provisions of this Lease shall apply during the extension Term(s), except
191 that the Base Rent payable pursuant to the Lease shall be increased as follows:

192 Extension Months _____ \$ _____ per square foot or ☐ prevailing market ☐ _____
193 Extension Months _____ \$ _____ per square foot or ☐ prevailing market ☐ _____
194 Extension Months _____ \$ _____ per square foot or ☐ prevailing market ☐ _____
195 Extension Months _____ \$ _____ per square foot or ☐ prevailing market ☐ _____

196 Tenant's failure to timely exercise any right to extend the Term shall cause all rights (if any) to future extensions
197 to lapse. The right to extend the Term is expressly made to be personal to only the initial Tenant named in this
198 Lease and shall not inure to the benefit of any successor, assignee or subtenant of said Tenant.

4. USE OF PREMISES; CONTINUOUS OCCUPANCY

199 **A. Permitted Use of Premises.** Tenant agrees to use and occupy the Premises consistent with the Permitted Use
200 in Section 1 and for no other purpose without the prior written consent of Landlord in each event, which consent
201 shall be at Landlord's discretion. Tenant shall be solely responsible to conduct its business in compliance with
202 all local, state and federal laws, orders, ordinances, regulations and requirements ("**Laws**") now or hereafter
203 affecting the Premises or the use thereof, including without limitation accessibility laws. Tenant shall also
204 comply with all encumbrances and shall not violate in any manner any exclusive use rights or prohibited use
205 restrictions encumbering the Property, which exclusive and prohibited use provisions are available for Tenant's
206 inspection. Tenant will not use any sidewalks adjacent to the Premises or anyplace outside of the Premises to
207 store personal property, merchandise or coin vending machines of any kind without the prior written consent of
208 Landlord. Tenant shall not commit waste in or about the Premises and agrees to keep the Premises free from any
209 pests, insects, debris, trash or filth, to comply with all insurance regulations and to not do anything to cause an
210 increase in rates or cancellation of insurance. Tenant shall not allow any unreasonable noise, vibration, odor,
211 trash or fumes to escape the Premises, or any other public or private nuisance, and upon Notice from Landlord
212 thereof, will promptly modify its conduct to eliminate any such objectionable operations. The parties
213 specifically acknowledge and agree that the Building (*check one*) ☐ **is** ☐ **is not** a smoke-free facility.

214 **B. Reserved Rights/Safety.** Tenant's use and occupation of the Premises shall at all times be subject to the
215 exclusive control and management of Landlord. Landlord shall have the right, from time to time, to make,
216 establish and promulgate reasonable rules and regulations with regard to the operation, maintenance and use
217 thereof. Tenant covenants to observe, keep and comply with such rules and regulations. Landlord shall have the
218 exclusive right at any and all times to close any exterior portion of the Premises as may be necessary to prevent
219 the public from obtaining prescriptive rights, or to make repairs, changes or additions thereto and may change
220 the size, area or arrangement thereof within or adjacent to the Land, and may enter into agreements with

221 adjacent owners for cross easements for parking, ingress or egress; provided that, Landlord shall not undertake
222 any such actions that materially or adversely affect the rights of Tenant. Subject to the provisions of this Section,
223 Landlord further reserves the right to change the Building and any diminution of the Building and Land shall not
224 be deemed to be a constructive or actual eviction of Tenant. Landlord shall not be liable to Tenant for any crime
225 committed against Tenant or any Tenant Party (as defined below). Tenant shall assess its own risk and design its
226 own plan for the safety of Tenant and any Tenant Party at the Premises. Tenant shall report any criminal
227 incidents in or near the Premises to Landlord or its property manager (if any), and if requested, shall fill out an
228 incident report and participate in any investigation management may choose to undertake. Should Landlord
229 establish any security procedures and policies, including but not limited to a policy regarding concealed
230 weapons, Tenant shall abide by the same.

231 **C. Continuous Occupancy.** If Tenant is required to pay Percentage Rent hereunder, Tenant shall keep its
232 business in the Premises open continuously during the Term, fully fixtured, stocked and staffed, using only the
233 Trade Name, on the following days and hours _____ (excepting
234 Federally recognized holidays), and will not cease operations in the Premises without the express written
235 consent of Landlord, unless prevented from doing so by reason of an event of Force Majeure. If Tenant fails to
236 comply with the terms of this paragraph, then in addition to any and all remedies of Landlord herein, Tenant
237 shall pay Landlord (in addition to all other Rent required to be paid by Tenant hereunder), Additional Rent at the
238 rate of 1/360th of the total annual Base Rent for each day Tenant fails to so comply.

5. ACCEPTANCE, ALTERATIONS AND RETURN OF PREMISES

239 **A. Acceptance of Premises/Landlord's Work.** Tenant has inspected the Premises prior to execution of this
240 Lease and, subject to the rights of any present or former occupant (if any) to remove its personal property and
241 trade fixtures, and unless and except as may be otherwise noted below regarding Landlord's Work, shall accept
242 and take possession no later than the Commencement Date scheduled above in its "as-is" condition. The parties
243 acknowledge that Landlord has not made and hereby disclaims all warranties and/or representations, express or
244 implied, regarding the Premises and the condition, habitability, or fitness thereof for any use or purpose
245 whatsoever, including any representation or warranty imposed by operation of law, course of dealing, custom,
246 practice or otherwise. Landlord shall use all reasonable diligence to give Tenant full and exclusive possession of
247 the Premises as of the scheduled Commencement Date, but if Landlord fails to do so for any reason (with all of
248 Landlord's Work, if any, substantially completed), then Rent shall abate (prorated on a daily basis) and the
249 Commencement Date shall be extended for the period of any such delay. Tenant shall make no other claim
250 against Landlord for any such delay; provided, however, that if for any reason other than an event of Force
251 Majeure, possession is not so delivered to Tenant on or before _____, 20____, then
252 Tenant shall have the option of canceling and terminating this Lease by giving Notice to Landlord within ten
253 (10) days thereafter.

254 **"Landlord's Work"** is limited to the following items (*if any*), which (*unless otherwise specified*) shall be
255 substantially completed prior to the scheduled Commencement Date (*Attach additional pages if needed (If the*
256 *following is not intended to apply, insert "zero," 0," "N/A" or "Not Applicable")*):

257

258

259 Tenant shall be permitted to install fixtures and equipment in the Premises prior to the Commencement Date
260 only with the prior written consent of Landlord. Any work done by Tenant prior to completion of Landlord's
261 Work shall be done in such manner as will not interfere with the progress of Landlord's Work or any other
262 occupants of the Building and/or Land, if any. Landlord shall have no liability or responsibility for the loss of or
263 any damage to any Tenant Personalty (as defined at Section 7B below) so installed or placed on the Premises.

264 Notwithstanding anything herein to the contrary, in no event shall the Commencement Date occur later than the
265 date on which Tenant initially opens the Premises for business. Upon written request of Landlord or Tenant, the
266 parties shall enter into a written memorandum setting forth the Commencement Date and Lease expiration date
267 in such form as is provided by Landlord. Tenant shall not record this Lease without Landlord's prior written
268 consent, however, upon written request of Landlord or Tenant, the parties shall execute and record a
269 memorandum of the Lease in accordance with applicable law at the expense of the requesting party. The parties
270 acknowledge that certain obligations under this Lease may commence prior to the Commencement Date and
271 agree to be bound by those terms. Tenant at Tenant's expense, shall be responsible for obtaining its own
272 occupancy permit. Tenant is responsible for its own phone, data, computer & security wiring and costs.

273 **B. Signs and Alterations.** Tenant shall not make any alterations or additions in or to the Premises, and shall not
274 erect, install or permit to be put upon any exterior door, wall or window of the Premises, under the canopy or on
275 any other part of the Premises which is visible to public view outside the Premises, any sign, billboard, display
276 or advertisement whatsoever without the prior written consent of Landlord. Consent shall not be unreasonably
277 withheld provided such alterations or additions (including the addition of signage) do not impact the structure of
278 the Building. Tenant shall, at its own expense, maintain any such approved sign, advertising or display in good
279 condition and repair and shall pay for all electric current consumed thereby. All signs shall comply with
280 Landlord's sign criteria, which criteria shall be made available to Tenant upon request, and with all applicable
281 Laws, the determination of which and compliance therewith shall be Tenant's sole responsibility, regardless of
282 whether Landlord consents to Tenant's proposed signage.

283 **C. Surrender of Premises.** Upon the expiration or earlier termination of the Term, Tenant shall surrender
284 possession of the Premises broom clean in as good order, condition and repair as when received, ordinary wear
285 and tear excepted, shall remove all Tenant Personalty (except as specifically set forth below) and debris. Tenant
286 shall reimburse Landlord for any necessary repairs or cleanup that is not completed by Tenant prior to
287 surrendering possession, including but not limited to any damage caused by the installation or removal of any
288 Tenant signage to any exterior Building surface and any work required to cause such area to match the balance
289 of the Building, which work shall be delineated and performed (at Landlord's option and at Tenant's expense) by
290 Tenant or on behalf of Landlord. Unless otherwise agreed to in writing by Landlord, all alterations, additions,
291 improvements, installations and fixtures at the Premises, by whomsoever installed or erected (excepting only
292 such business trade fixtures belonging to Tenant as are set forth in writing and attached hereto or as
293 subsequently agreed to in writing by Landlord) shall belong to Landlord and remain on and be surrendered with
294 the Premises; provided, however, at Landlord's option, to be exercised if at all by giving Notice to Tenant no
295 later than (_____) days (*75 days if none stated*) prior to expiration of the Term, Tenant may be required to
296 remove Tenant's alterations and improvements prior to surrendering possession. If this Lease is terminated
297 because of Tenant's default hereunder, Tenant shall not be permitted to remove any Tenant property without
298 Landlord's prior written consent, which shall not be unreasonably withheld. Tenant's obligations under this
299 paragraph shall survive the expiration or termination of this Lease.

6. MAINTENANCE, REPAIRS & ACCESS TO PREMISES

300 **A. Maintenance By Tenant.** Tenant shall keep and maintain the Premises in at least as good order, condition
301 and repair as when received (ordinary wear and tear excepted), and when necessary, will be responsible for the
302 cost to replace all parts of the Premises (excepting only those for which Landlord is expressly responsible under
303 this Lease), including without limitation, any docks, utility service meters and lines (from the point such lines
304 enter the Building) and all heating, ventilating, air-conditioning, plumbing, sprinkler, electrical and other
305 mechanical equipment, appliances and systems (wherever located), interior walls, inside surfaces of exterior
306 walls, fixtures, floor coverings, lighting fixtures, all glass, windows, doors and frames for same, all
307 improvements made by or on behalf of Tenant and all Tenant Personalty (defined below). Tenant will also clean
308 and maintain any exterior areas of the Premises (including removal of snow and ice from all driveways, parking

309 areas and sidewalks unless specified otherwise), and regularly water, mow, trim, fertilize and otherwise maintain
310 any lawns, shrubs, plants, trees and other landscaping located at the Premises. Tenant shall also be responsible
311 for any damage arising from any act for which Tenant has indemnified Landlord (as set forth below). Landlord
312 may choose to directly make any such repairs or replacements and, if so, Tenant shall reimburse Landlord for
313 the actual cost thereof as Additional Rent.

314 **B. Maintenance By Landlord.** Landlord shall keep and maintain in good order, condition and repair (ordinary
315 wear and tear excepted), the foundation, roof and exterior walls (exclusive of interior surfaces), gutters and
316 downspouts of the Building, and structural portions thereof, except as to damage arising from any act for which
317 Tenant has indemnified Landlord (as set forth below), which is Tenant's sole responsibility. Nothing herein shall
318 be construed to require Landlord to repair any storefront or other fixture or improvement installed by Tenant.
319 Tenant shall notify Landlord immediately of any repairs needed that, if left unattended would result in damage
320 to the Premises, such as water leakage, roof damage, wall cracks and/or holes, termite or insect damage, *etc.*
321 Landlord shall have no duty to make any repairs until and unless Tenant provides Landlord Notice of the need
322 therefor, and Landlord shall have a reasonable time thereafter to make such repairs.

323 **C. Access.** Landlord may enter the Premises at reasonable hours and upon prior reasonable Notice (except in
324 case of an emergency, for which prior Notice shall not be required) to examine the same, to show it to
325 prospective lenders and purchasers, and to do anything Landlord may be required or permitted to do under this
326 Lease. During the last (____) days (*90 days, if none stated*) of the Term, Landlord may display a "For Rent" sign
327 and show the Premises to prospective tenants. Landlord specifically reserves the right to the exclusive use of the
328 roof, the air space above the roof, the space below the floor of the Premises and the exterior walls of the
329 Building, and the right in, over and upon the Premises as may be reasonably necessary or advisable for servicing
330 of the same or other portions of the Land, including without limitation the right to install, maintain, use, repair
331 and replace pipes, ductwork, conduits, utility lines and wires. Tenant shall not cause or permit accumulation of
332 any debris or other matter on the roof of the Building and will not in any manner cut or drive nails into it. Tenant
333 shall use the services of Landlord's roofing contractor for installation of any roof-mounted equipment or
334 accessories to avoid invalidating Landlord's roof warranty, which equipment, notwithstanding the foregoing,
335 shall not be installed without Landlord's prior written consent.

7. TENANT INDEMNITY & INSURANCE; SUBROGATION

336 **A. Indemnification.** Subject to the waivers of subrogation set forth in this Lease, Tenant shall indemnify,
337 defend and hold harmless Landlord and Landlord's property manager (if any, as designated from time to time)
338 and their respective officers, shareholders, members, partners, employees and agents (each a "Landlord Party")
339 from and against any and all loss, liability, cost and expense of any kind that may occur or be claimed with
340 respect to any injury or damage to persons or property arising out of or resulting in any way from (I) any act or
341 omission of Tenant or any of its customers, guests, invitees, employees, agents, contractors, servants, licensees,
342 sublessees, occupants or other persons or entities permitted at the Premises at any time claiming under or
343 through Tenant (each, a "Tenant Party") during the Term or any period referenced in Paragraph 5A; (II) any
344 breach or default in the performance of any obligation of Tenant hereunder; and (III) the use of the Premises by
345 Tenant or any Tenant Party; excepting only to the extent caused by the willful misconduct, negligence or
346 extreme and reckless indifference and disregard for the safety and rights of others by Landlord or a Landlord
347 Party. Tenant shall promptly notify Landlord of any claim, action, proceeding or suit instituted or threatened
348 against a Landlord Party or Tenant. If a Landlord Party is made a party to any action for which Tenant has
349 agreed to provide indemnity, then Tenant shall pay all costs and provide counsel reasonably acceptable to such
350 Landlord Party in such action or shall pay, at the indemnified party's option, their reasonable attorneys' fees and
351 costs incurred in connection therewith. The terms of this section shall survive the expiration or termination of
352 this Lease.

353 **B. Insurance.** Tenant shall procure and keep in full force, at its sole cost and expense, at all times during the
354 Term (I) plate glass insurance in the amount of one hundred percent (100%) of the replacement cost of all
355 windows and doors in the Premises, subject to a deductible acceptable to Landlord, and, unless expressly stated
356 otherwise, insurance covering all merchandise, inventory, goods, contents, signs, advertisements, displays,
357 furnishings, fixtures, equipment, improvements or other work done, and all other personal property owned,
358 leased or kept, by or on behalf of Tenant or any Tenant Party in or about the Premises (“Tenant Personalty”) in
359 an amount not less than their full replacement cost providing protection against any peril included within the
360 classification All Risk coverage, together with insurance against sprinkler leakage (if the Premises are
361 sprinklered), earthquake, flood, water leakage, theft, vandalism and malicious mischief; and (II) comprehensive
362 general liability insurance protecting and indemnifying Landlord and its designated property manager (if any) in
363 an amount not less than for injury or death per person, _____ and
364 00/100 dollars (\$ _____) per occurrence, and _____ and
365 00/100 dollars (\$ _____) for property damage; and if at any time during the Term, beer, wine or other
366 alcoholic liquor or beverages are sold or given away from the Premises (it being understood and agreed,
367 however, that the foregoing shall not authorize the use of the Premises for such purposes without the prior
368 express written consent of Landlord), ”dram shop” insurance protecting Tenant and all Landlord Parties in
369 connection therewith, with policy limits as provided for by Law and otherwise acceptable to Landlord. If the
370 rates applicable to any insurance maintained by or on behalf of Landlord shall be increased by reason of any use
371 of the Premises made by Tenant or any Tenant Party or any property placed or stored therein, then Tenant shall
372 pay to Landlord such increase in insurance rates (*i.e.*, premiums) as are caused thereby (as determined by the
373 organization making the premium rates). If at any time during the Term Tenant fails to procure or maintain any
374 insurance required of it hereunder, or to pay for any increase in premiums in accordance herewith, then (in
375 addition to all other remedies available for a default by Tenant) Landlord (and/or Landlord’s designated
376 lender(s) or Property Manager, if any) may (but shall not be obligated to) procure the same at Tenant’s expense.
377 Tenant shall immediately reimburse Landlord for any such premium expense, plus interest thereon at the Default
378 Rate from the date of expenditure until fully reimbursed. All policies of insurance required of Tenant hereunder
379 shall be issued by insurance companies with a general policyholder’s rating of not less than A and a financial
380 rating of not less than A-XII as rated in the most currently available “Best’s” insurance reports, and licensed and
381 qualified to do business and write such coverage in Missouri. All such policies shall be written as primary
382 policies, not contributing with and not in excess of coverage which Landlord may carry, and shall name
383 Landlord and any of its designated lender(s) and property manager (if any) as additional insureds. All general
384 liability policies shall contain a provision entitling recovery under said policies for any loss occasioned by any
385 Landlord Party by reason of Tenant’s negligence, notwithstanding their being named as additional insureds
386 thereunder. Executed copies of such policies or certificates thereof shall be delivered to Landlord prior to any
387 entry upon the Premises by Tenant. Renewal policies or certificates shall be delivered to Landlord within thirty
388 (30) days prior to the expiration of the term of each such policy and upon request of Landlord at any time during
389 the Term. Tenant’s insurance policies shall contain an endorsement that such insurance may not be cancelled or
390 amended except upon at least thirty (30) days’ prior Notice from the insurance company to Landlord and/or its
391 designated property manager.

392 **C. Mutual Waiver of Subrogation.** Landlord and Tenant hereby waive all rights each may have against the
393 other on account of any loss or damage occasioned to the person or property of Landlord or Tenant, the Premises
394 or its contents, arising from any risk which is insured against by Landlord or Tenant (but only if and to the
395 extent that insurance proceeds are in fact paid to or for the account of the party giving the release hereunder).
396 Subject thereto, the parties, for themselves and on behalf of their respective insurance companies insuring
397 against any such loss, waive any such right of subrogation that they may have against each other.

8. CASUALTY

398 If the Premises is partially damaged by any casualty insured under Landlord's Insurance, then upon Landlord's
399 receipt of the policy proceeds, Landlord shall, except as otherwise provided herein, repair and restore the same
400 (exclusive of Tenant's Personalty) to substantially its condition as of the Commencement Date; limited,
401 however, to the extent of the insurance proceeds received in hand by Landlord therefore and allocable to the
402 Premises. If by reason of any such occurrence: (a) the Premises are damaged in whole or in part as a result of a
403 risk which is not covered by Landlord's Insurance; or (b) the Premises are damaged in whole or in part during
404 the last year of the Term (or at any time during a renewal term); or (c) the Building is damaged to an extent of
405 thirty percent (30%) or more of the then replacement value thereof or cannot in Landlord's reasonable judgment
406 be restored within six (6) months from the date of the casualty; or (d) any of the Land is damaged (whether or
407 not the Building is damaged) to such an extent that Landlord determines that the Premises cannot be operated as
408 an integral unit or that its continued operation is not economical; or (e) Landlord's lender requires that any of
409 Landlord's insurance proceeds be applied to reduce Landlord's loan balance, then in any of such events,
410 Landlord may elect either to repair the damage as aforesaid, or terminate this Lease upon ninety (90) days prior
411 Notice to Tenant. Thereupon, this Lease shall terminate with the same force and effect as though the date set
412 forth in Landlord's Notice were the date herein fixed for the expiration of the Term Tenant shall immediately
413 vacate and surrender the Premises and, subject thereto, Tenant's liability for Rent shall cease. Unless so
414 terminated, this Lease shall remain in full force and effect and Tenant shall perform any other work required to
415 put the Premises in the same or better condition in which it existed prior to such casualty and restore, repair or
416 replace all Tenant Personalty to the extent of the insurance proceeds received in hand by Tenant and therefore
417 allocable to the Premises. The proceeds of all insurance carried by Tenant on said property shall be held in trust
418 by Tenant for the purpose of such repair, restoration or replacement. If the casualty renders the Premises
419 untenantable in whole or in part and as a result Tenant ceases to use the Premises or a portion thereof, a
420 proportionate reduction of the Rent shall be allowed from the date the damage occurred until the date the
421 Premises can be made tenantable (or the effective date of termination as herein provided), said reduction to be
422 computed on the basis of the ratio which the square foot area of the space rendered untenantable bears to the
423 aggregate square foot area of the Premises, and Percentage Rent (if any) shall be adjusted based upon the
424 revised Base Rent as so reduced. Tenant shall have no claim for compensation or otherwise resulting from the
425 inconvenience or annoyance arising from any repairs of the Premises, the Building or any other part of the Land
426 however occurring. All Tenant Personalty in or about the Premises shall be at the sole risk and hazard of Tenant
427 and Landlord shall not be liable or responsible for (and Tenant hereby releases Landlord from) any loss or
428 damage thereto, regardless of the cause thereof, whether or not insured hereunder and whether or not originating
429 in the Premises or elsewhere. Landlord shall not be liable to Tenant for any acts or omissions of other persons
430 whatsoever.

9. EMINENT DOMAIN

431 If the entire Premises is taken by any authority under threat or power of eminent domain (a "**Taking**"), then this
432 Lease shall terminate upon the earlier of the date when title to or possession of the Premises is transferred, and
433 all Rent shall be paid up to that date. If only a part of the Premises is so taken and the remainder is left unfit for
434 the normal operation of the business for which Tenant had been using the Premises, or if any such taking shall
435 occur during the last year of the Term, then Tenant or Landlord shall have the right to terminate this Lease upon
436 thirty (30) days prior Notice to the other, but in no event prior to the date title to or possession of that portion of
437 the Premises so taken is transferred. If any Taking proceeding is instituted in which it is sought to take any part
438 of the Building or the Land, or if the grade of any street or alley adjacent to the Land is changed by any
439 competent authority, and as a result thereof: (I) Landlord determines that the Premises cannot be operated as an
440 integral unit or that its continued operation is not economical; or (II) Landlord's lender requires that any of
441 Landlord's condemnation proceeds be applied to reduce Landlord's loan balance, then, in any of such events,
442 Landlord may terminate this Lease upon ninety (90) days prior Notice to Tenant. If not terminated, this Lease
443 shall remain in full force and effect, except that Rent shall be reduced on the basis of the ratio which the Square

444 Footage rendered untenable bears to the aggregate Square Footage, and Percentage Rent (if any) shall be
445 adjusted based upon the revised Base Rent as so reduced. Landlord shall, upon receipt of the award in such
446 Taking, repair and restore the remainder of the Premises (other than Tenant's Personalty) to substantially its
447 condition as of the Commencement Date; provided, however, that in no event shall Landlord be required to
448 spend more than the amount so received by Landlord and allocable to the Premises (net of all claims of lenders
449 and/or ground lessors), and Tenant shall, at Tenant's expense, perform any other work required to put the
450 Premises in the same or better condition in which it existed prior to such Taking, restore, repair or replace all
451 Tenant Personalty and (if applicable) promptly reopen for business.

452 Tenant shall have the right to participate, at its sole cost and expense, in any proceeding involving the Taking of
453 the Premises or a part thereof, or if this Lease is terminated by Landlord, but solely for the purpose of
454 prosecuting a separate claim directly against the condemning authority (to the extent permitted by applicable
455 Law), but not against Landlord, to protect and defend its interests for the value of or damages to and/or the cost
456 of removal of Tenant's Personalty (to the extent such was not paid for by Landlord), the loss of or interruption to
457 Tenant's business, Tenant's moving expenses, or as may otherwise be recoverable by Tenant in its own right, so
458 long as no such claim shall diminish or otherwise affect Landlord's award (including but not limited to any
459 award for the loss or diminution of the value of this Lease). The Taking of any parking, sidewalk or other
460 exterior areas, change of grade as set forth above, or any other Taking not involving the Building or termination
461 hereof shall not affect this Lease, and Tenant shall not be entitled to and shall have no claim against Landlord for
462 any compensation, abatement or reduction of Rent or any award made in connection therewith.

10. DEFAULT AND REMEDIES

463 If: (a) Tenant fails to comply with any term of this Lease upon ten (10) days' prior Notice (excepting the
464 payment of Base Rent, for which no demand or Notice shall be necessary), (b) Tenant files a petition in
465 bankruptcy or under any similar law for insolvency or dissolution, becomes insolvent or makes an assignment
466 for the benefit of creditors; or (c) a petition is filed against Tenant in bankruptcy or under any similar law or a
467 receiver is appointed for Tenant or any material assets of Tenant and the same is not discharged within ninety
468 (90) days, Tenant shall be in default and Landlord shall have the option to do any one or more of the following:
469 (I) enter upon the Premises or any part thereof, with or without process of law, and expel, remove and put out
470 Tenant or any other person(s) who might be thereon, and use or (without any obligation to do so) remove and
471 store all or any part of said Tenant Personalty found therein at Tenant's sole cost, or on three (3) days prior
472 Notice to Tenant, sell any such Tenant Personalty at public or private sale, or if shall be unsellable, to dispose of
473 it in any manner without liability; (II) terminate this Lease; or (iii) without terminating this Lease, rent the
474 Premises or any part thereof for such term or terms (which may extend beyond the Lease Term) and at such rent
475 and upon such other terms as Landlord in its sole discretion may deem advisable, with the right to repair,
476 renovate, remodel, redecorate, alter and change the Premises. Any rents received by Landlord from such
477 reletting shall be applied *first* to payment of any costs and expenses of such reletting, including without
478 limitation attorneys' fees, advertising fees, brokerage fees and the costs of any such repairs, renovation,
479 remodeling, redecoration, alterations and changes in the Premises; *second*, to the payment of any Additional
480 Rent or other indebtedness due from Tenant hereunder; and *third*, to the payment of Base Rent due and payable
481 hereunder. If after so applying such rents there remains a deficiency, Tenant shall immediately pay any such
482 deficiency to Landlord along with interest thereon at the Default Rate until fully paid. No such re-entry or taking
483 possession of the Premises shall be construed as an election on Landlord's part to terminate or accept a surrender
484 of this Lease unless Landlord gives Tenant prior Notice of such intention. Notwithstanding any such reletting
485 without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous
486 breach and default. If Landlord at any time terminates this Lease by reason of any default by Tenant, then
487 Landlord may recover from Tenant the worth at the time of such termination of the excess of the amount of Rent
488 reserved in this Lease for the balance of the Lease Term over the then reasonable rental value of the Premises for
489 the same period. The rights and remedies of Landlord under this Lease are cumulative, and none shall be

490 exclusive of any other right or remedy hereunder or otherwise allowed at law or in equity. Landlord shall have
491 the right to cure any default on behalf of Tenant, in which event Tenant shall reimburse Landlord for all sums
492 paid to effect such cure, together with interest thereon at the Default Rate until fully paid, or to seek redress in
493 the courts at any time to correct or remedy any default of Tenant, by injunction or otherwise, without such result
494 being deemed a termination of or acceptance of surrender of this Lease. If any litigation is commenced by either
495 party to enforce any right or obligation hereunder, then in addition to any other available right or remedy, the
496 prevailing party shall be entitled to recover its reasonable attorney's fees, court costs, and expenses.

11. HOLDING OVER

497 If Tenant remains in possession of the Premises after the expiration or sooner termination of the Term without
498 Landlord's written consent, such holding over shall constitute a default hereof and, without limiting any other
499 right or remedy of Landlord, create and be deemed to be a tenancy at sufferance, terminable without Notice of
500 any kind except as may be required in accordance with Law, but subject to all other terms of this Lease insofar
501 as the same may apply to such a tenancy, except that Tenant shall pay, in addition to all other charges payable by
502 Tenant hereunder, for each day that Tenant holds over, Base Rent at an amount equal to _____% (150% if
503 none stated) the rate (on a per diem basis) of Base Rent herein provided to be paid during the last month of the
504 Term. Landlord's receipt of holdover Rent shall not relieve Tenant of liability to Landlord for any damages
505 resulting from Tenant's holdover

12. WAIVER

506 No failure to exercise, or any delay in exercising, any right or remedy hereunder shall operate as a waiver
507 thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise
508 thereof or any other right. Any waiver of any default, breach or failure under this Lease shall not be construed as
509 a waiver of any subsequent or different default, breach or failure. No payment by Tenant or receipt by Landlord
510 of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest
511 stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any payment
512 be deemed an accord and satisfaction. Landlord may accept such payment without prejudice to Landlord's right
513 to recover the balance due or pursue any other remedy, or in any way waiving Landlord's rights with respect
514 thereto or any other breach. No receipt of money by Landlord after termination of this Lease in any way shall
515 reinstate, continue or extend the Term.

13. ASSIGNMENT & SUBLETTING; SUCCESSORS & ASSIGNS

516 Tenant shall not assign this Lease or sublease the Premises or any part thereof to any other person or entity
517 without Landlord's prior written consent. Any merger, consolidation or liquidation to which Tenant is a party,
518 any change in the "control" of Tenant, and any change in the composition of the persons or entities holding an
519 ownership interest in Tenant shall be deemed an assignment for purposes hereof. "Control" means the
520 ownership, directly or indirectly, of the voting stock or other ownership interests possessing the right to dictate
521 the operations and activities of Tenant. Any assignment of this Lease shall not relieve Tenant of any of its duties
522 or obligations hereunder. Subject thereto, all covenants, agreements and conditions herein contained shall extend
523 to and be binding upon the respective successors, heirs, executors, administrators, assigns, receivers or other
524 legal representatives of the parties hereto. Neither this Lease nor any interest herein shall pass to any trustee or
525 receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or
526 otherwise.

14. ESTOPPEL CERTIFICATE

527 Tenant shall, from time to time upon not less than ten (10) days' prior Notice, execute and deliver to Landlord a
528 statement, in form prepared by Landlord and certifying as follows: that this Lease is unmodified and in full force
529 (or if modified, that the Lease as modified is in full force and stating such modifications), the dates to which

530 Rent and any other charges have been paid, that Landlord is not in default under this Lease except for such
531 defaults, if any, described in detail in such certificate, and that Tenant has no defenses, offsets or counterclaims
532 against its obligations to pay Rent hereunder and to perform its other covenants under this Lease; (or, if there are
533 any alleged defenses, offsets or counterclaims, setting them forth in reasonable detail). Such statement may be
534 relied upon by any prospective purchaser, mortgagee or deed of trust holder of the Premises, and Tenant shall be
535 liable for all loss, cost and expense resulting from the failure of any sale or funding of any loan caused by any
536 refusal of Tenant to execute such estoppel certificate or any material misrepresentation contained therein.

15. SUBORDINATION AND ATTORNMENT

537 The rights of Tenant under this Lease shall be and are subject and subordinate at all times to all ground leases
538 and/or underlying leases (if any), and to the lien of any mortgage, deed of trust or other lien, now or hereafter
539 encumbering the Premises, and to any renewal, modification, consolidation, refinancing, extension and
540 replacement thereof. This subordination shall be self-operative, and no further instrument of subordination shall
541 be required in order for the same to be effective; however, Tenant hereby irrevocably appoints Landlord as its
542 attorney-in-fact with full power and authority to execute and deliver any certificate or subordination document
543 that Landlord or any mortgagee may require, and upon request of Landlord, Tenant shall execute and promptly
544 deliver the same in confirmation of this subordination. Any mortgagee shall have the right at any time to
545 subordinate such mortgage, deed of trust lien or other lien to this Lease. Tenant agrees to give any mortgagee
546 and/or deed of trust holder, by certified mail, a copy of any Notice of default served upon Landlord, provided
547 that Tenant has been notified prior thereto (by way of notice of assignment of rents and leases or otherwise) of
548 the address of such mortgagee and/or deed of trust holder. Further, if Landlord shall have failed to cure any
549 default hereunder, then the mortgagee and/or deed of trust holder shall have an additional thirty (30) days within
550 which to cure such default, or if such default cannot be cured within that time, then such additional time as may
551 be necessary if within such thirty (30) day period, any mortgagee and/or deed of trust holder has commenced
552 and is diligently pursuing the remedies necessary to cure such default (including but not limited to
553 commencement of foreclosure proceedings if necessary to effectuate such cure). In the event of a sale, transfer
554 or assignment of Landlord's interest in the Premises, or if any purchaser by foreclosure sale or by deed in lieu
555 thereof becomes the owner of the Premises, Tenant will attorn to and recognize such successor to Landlord as
556 the landlord hereunder should Landlord so request such attornment.

16. QUIET ENJOYMENT

557 If Tenant timely and fully performs all of its obligations under this Lease, Tenant shall and may peaceably and
558 quietly have, hold and enjoy the Premises for so long as this Lease remains in force, subject nevertheless to the
559 specific provisions of this Lease; provided that such covenant of quiet enjoyment shall only bind the named
560 Landlord, its heirs, successors, or assigns during such party's ownership of the Premises.

17. ENTIRE AGREEMENT/AMENDMENTS

561 This Lease and any Rider(s) or other attachment hereto (if any) supersede all prior negotiations and constitute
562 the entire agreement between the parties and there are no other agreements, representations, warranties or
563 understandings relating to the subject matter hereof other than those expressly set forth herein. This Lease may
564 not be changed, modified or amended, in whole or in part, except in a writing signed by both parties and
565 delivered in the same manner as this Lease and making specific reference hereto. Landlord and Tenant further
566 represent that each has full right, title, power and authority to make, execute and deliver this Lease.

18. FORCE MAJEURE

567 If either party is prevented or delayed from punctually performing any obligation or satisfying any condition
568 under this Lease by any strike, lockout, labor dispute, inability to obtain labor, materials or reasonable
569 substitutes therefor, acts of God, unusual governmental restriction, regulation or control, enemy or hostile

570 government action, civil commotion, insurrection, pandemic, epidemic, national or regional public health
571 emergencies, sabotage, fire or other casualty, or any other condition beyond the reasonable control of such party
572 or caused by the other party (“**Force Majeure**”), then the time to perform such obligation or to satisfy such
573 condition shall be extended on a day-by-day basis for the period of delay caused by such Force Majeure event;
574 provided, however, that the foregoing shall not apply to Tenant’s obligation to pay Rent hereunder. In order for
575 the foregoing to be effective, the party claiming the delay shall give Notice to the other party, within ten (10)
576 days of the incident specified, setting forth with particularity the nature thereof, the reason therefor, the date and
577 time incurred and the reasonable length the incident will delay fulfillment of any obligation contained herein.
578 Failure to give such Notice within the specified time shall render such delay invalid in extending the time for
579 performing the obligations hereunder.

19. CONSTRUCTION

580 Unless the context otherwise requires, when used in the Lease, the singular includes the plural and the masculine
581 includes the feminine and neuter vice versa. A person is deemed to be inclusive of an individual or an entity. If
582 any provision of this Lease be deemed contrary to law or void as against public policy, such provisions shall be
583 either modified to conform to the laws, or considered severable with the remaining provisions hereof continuing
584 in full force. The titles and headings in this Lease are used only to facilitate reference, and in no way to define or
585 limit the scope or intent of any of the provisions of this Lease. This Lease may be executed in two or more
586 counterparts, all of which taken together shall constitute one instrument. This Lease shall be governed by the
587 internal laws of the state of Missouri.

20. NOTICES

588 Unless otherwise specifically provided herein, any notice, consent, approval, request, waiver, objection, demand
589 or other communication (collectively, “**Notice**”) required or desired under this Lease to be given by or on behalf
590 of either party to the other shall be in writing and may be delivered by mailing such Notice (prepaid) by
591 registered or certified mail return receipt requested, addressed to Landlord (or its property manager on its behalf
592 if so designated), or to Tenant (as the case may be), at the address set forth on the signature page of this Lease.
593 Notice to Tenant may also be effectively delivered to the Premises following initial occupancy thereof by
594 Tenant. Notice to either party may also be sent via other means (including personal delivery, by courier,
595 messenger or overnight delivery service guaranteeing next-day delivery and providing a receipt) or otherwise as
596 permitted or required under applicable Law (such as posting or legal publication). Any such Notice shall be
597 deemed to have been duly given when actually received by the intended recipient (or as otherwise provided
598 under applicable Law). Refusal to accept service of a Notice shall constitute delivery thereof. A party may
599 designate a new address for purposes of payment of Rent or delivery of any Notice hereunder by giving at least
600 fifteen (15) days’ advance Notice thereof to the other party in the manner provided above.

21. ANTI-TERRORISM

601 Each party hereto represents and warrants to each other party and to the Broker(s), that such party is not, and is
602 not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated
603 National and Blocked Person (as defined in Presidential Executive Order 13224), or with whom you are
604 prohibited to do business with under anti-terrorism laws.

22. BROKER COMPENSATION

605 Except as may be specifically set forth in the “Special Agreements” of this Lease, any real estate commission or
606 other compensation due to the undersigned (the “**Broker(s)**”) will be paid by *(check one, neither or both, as*

607 applicable) ☐ Landlord ☐ Tenant, pursuant to the separate brokerage services agreement(s) with said
608 Broker(s). Landlord and Tenant each represent to the other that the Broker(s) identified in Section 23 below is
609 (are) the only real estate broker(s) involved in this Lease. Each party shall indemnify, defend, and hold harmless
610 the other party free from any loss, liability, and damage incurred that arises as a result of any contrary claim
611 made by any other person. The provisions of this Section shall survive expiration or termination of this Lease.

23. BROKERAGE RELATIONSHIP

612 By executing this Lease, Tenant and Landlord confirm that disclosure of the undersigned Broker(s) brokerage
613 relationship, as required by law or regulation, was made to Landlord and/or Tenant or their respective agents
614 and/or transaction brokers (as the case may be), by or on behalf of said undersigned Broker(s), no later than the
615 first showing of the Premises, upon first contact, or immediately upon the occurrence of any change to their
616 relationship.

617 **Licensee assisting Tenant as:** *(Check appropriate box)*

- 618 ☐ Tenant’s Limited Agent (acting on behalf of Tenant)
- 619 ☐ Landlord’s Limited Agent (acting on behalf of Landlord)
- 620 ☐ Dual Agent (acting on behalf of both Tenant and Landlord)
- 621 ☐ Designated Agent (designated to act on behalf of Tenant)
- 622 ☐ Transaction Broker Assisting Landlord (not acting on behalf of either Tenant or Landlord)
- 623 ☐ Subagent of Landlord (acting on behalf of Landlord)
- 624 ☐ Tenant is not represented

625 **Licensee assisting Landlord as:** *(Check appropriate box)*

- 626 ☐ Landlord’s Limited Agent (acting on behalf of the Landlord)
- 627 ☐ Tenant’s Limited Agent (acting on behalf of the Tenant)
- 628 ☐ Dual Agent (acting on behalf of both Landlord and Tenant)
- 629 ☐ Designated Agent (designated to act on behalf of Landlord)
- 630 ☐ Transaction Broker Assisting Landlord (not acting on behalf of either Landlord or Tenant)
- ☐ Landlord is not represented

631 By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the
632 appropriate parties.

633	_____	_____
634	Brokerage Firm Assisting Tenant	Brokerage Firm Assisting Landlord
635	Signature _____	Signature _____
636	Printed Name: _____	Printed Name: _____
637	Date: _____	Date: _____
638	Email: _____	Email: _____

24. LICENSEE PERSONAL INTEREST DISCLOSURE *(complete if applicable; otherwise, insert “Not Applicable”)*

639 _____ (insert name of licensee) is a real estate broker or
640 salesperson and is (check one or more, as applicable):

- 641 ☐ a party to this transaction;
642 ☐ a principal of and/or has a direct or indirect ownership interest in ☐ **Landlord** ☐ **Tenant**, and/or
643 ☐ an immediate family member of ☐ **Landlord** ☐ **Tenant**. Specify: _____

25. FRANCHISE DISCLOSURE (Check box and complete only if applicable)

- 644 ☐ The following Brokerage Firm/Property Manager is/are a member of a franchise and pursuant to the terms of
645 its franchise agreement, the franchisor has no legal liability for its actions, despite its use of franchisor's trade
646 name or insignia.

26. TIME IS OF THE ESSENCE

- 647 Time is of the essence in performance of the obligations of the parties under this Lease. All references to a
648 specified time shall mean Central Time. Unless specified otherwise herein, a "day" is defined as a 24-hour
649 calendar day, seven (7) days per week.

27. SUBMISSION OF LEASE

- 650 Negotiation and submission of an offer to either party for signature does not constitute an option to lease or
651 reservation of space. Neither Landlord nor Tenant shall be bound until the last party to sign this Lease has
652 delivered a fully executed copy to the other party.

28. RIDERS

- 653 The following Riders are attached hereto and incorporated herein as part of this Lease:

654 _____
655 _____
656 _____
657 _____

29. SPECIAL AGREEMENTS

658 _____
659 _____
660 _____
661 _____
662 _____
663 _____
664 _____
665 _____
666 _____
667 _____

Client acknowledges they have read this page.

_____/_____
Client / Date

668 _____
669 _____
670 _____
671 _____
672 _____
673 _____
674 _____
675 _____

30. GUARANTEE FORM INCLUDED

676 ☐ Yes ☐ No

677 IN WITNESS WHEREOF, the parties have executed and entered into this Lease as of the last date
678 indicated below their respective signatures (the “Effective Date”).

TENANT

679 Company: _____

680 Signature: _____

681 Printed Name: _____

682 Title: _____

683 Notice Address: _____

684 _____

685 Phone: _____

686 Email: _____

687 Date: _____

TENANT

Company: _____

Signature: _____

Printed Name: _____

Title: _____

Notice Address: _____

Phone: _____

Email: _____

Date: _____

LANDLORD

688 Company: _____

689 Signature: _____

690 Printed Name: _____

691 Title: _____

692 Notice Address: _____

693 _____

694 Phone: _____

Client acknowledges they have read this page.

_____/_____
Client / Date

695 Email: _____

696 Date: _____

SAMPLE

Client acknowledges they have read this page.

_____/_____
Client / Date