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**RETAIL LEASE BETWEEN
BRAIN DEV 3 SUB, LLC AND
PF COMICS, LLC**

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WB**RETAIL LEASE**

THIS RETAIL LEASE ("**Lease**") is entered into this 17th day of April 2023, by and between, Brain Dev 3 Sub, LLC, a Missouri limited liability company ("**Landlord**") and PF Comics, LLC, a Missouri limited liability company. ("**Tenant**").

ARTICLE 1: BASIC PROVISIONS

- 1.1 **CENTER:** Southside Plaza Shopping Center, in the City of Lee's Summit, State of Missouri, as depicted on Exhibit A
- 1.2 **TENANT:** Trade Name: Pulp Fiction Comics & Games
Federal Tax I.D. or Social Security #: 92-1898464
Notice Address: 3829 S. Adams Ave.
Independence, MO 64055-3529
- 1.3 **PREMISES:** 836 SW Blue Pkwy, Lee's Summit, Missouri 64063, which consists of approximately 4,430 gross rentable square feet, the approximate location of which is depicted on Exhibit A.
- 1.4 **TERM:**
- (A) **Length:** Five (5) years from the Rent Commencement Date
- (B) **Commencement Date:** The date upon which the Landlord's Work (as defined in Exhibit E) is substantially completed and available to Tenant for Tenant's Work (as defined in Exhibit E), with the exception of minor items which can be completed without material interference to Tenant's Work.
- (C) **Rent Commencement Date:** The earlier of: (i) the date on which Tenant first opens for business on the Premises; or (ii) thirty (30) days after the Commencement Date.
- (D) **Expiration Date:** The date preceding the fifth (5th) anniversary of the Rent Commencement Date, as extended to be the last day of a month by Article 2.9 (the "Initial Term"), unless the Extension Option described in Article 1.4(E) has been exercised.
- (E) **Extension Options:** Two (2) additional periods consisting of three (3), year terms on the same terms and provisions as stated in this Lease (each, an "Option Term"), exercisable by Tenant by giving Landlord at least one hundred eighty (180) days' notice prior to the end of the preceding Term, provided Tenant is not in Default under this Lease as of the date Tenant gives notice of its election to exercise its extension option or upon the commencement of the Option Term.
- 1.5 **RENT:**
- (A) **Minimum Rent:** (See Article 4)

<u>Term</u>	<u>PSF</u>	<u>Estimated NNN/PSF</u>
<u>May 1st, 2023-April 30th, 2024</u>	<u>\$12.00</u>	<u>\$4.00</u>
<u>May 1st, 2024- April 30th, 2025</u>	<u>\$12.50</u>	<u>\$4.00</u>
<u>May 1st, 2025- April 30th, 2026</u>	<u>\$14.00</u>	<u>\$4.00</u>
<u>May 1st, 2026- April 30th, 2027</u>	<u>\$14.50</u>	<u>\$4.00</u>
<u>May 1st, 2027- April 30th, 2028</u>	<u>\$15.00</u>	<u>\$4.00</u>

- 1.6 **INITIAL RECEIPTED SUMS:**
- (A) \$4,430.00 as initial Minimum Rent covering the first month's rent.
- (B) \$8,860.00 as non-interest-bearing Security Deposit (see Article 6)
- 1.7 **PERMITTED USE:** Tenant shall use and operate the Premises solely for the purpose of retail sales of comic books, tabletop games, miniatures and related items and accessories and for game tournaments and for no other purpose(s) without the prior approval of Landlord, which may be withheld in Landlord's sole discretion.

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- 1.8 **OPERATING COSTS:** Initial estimate of Tenant's Proportionate Share of Operating Costs: \$4.00 per square foot per annum.
- 1.9 **GUARANTOR(S):** Megan E. Blystone & Wallace L. Blystone.
- 1.10 **MINIMUM REQUIRED HOURS:** Monday through Thursday: 11:00 AM - 9:00 PM
Friday and Saturday: 11:00 AM - 11:00 PM
Sunday: 11:00 AM - 6:00 PM
- 1.11 **RENT PAYMENT ADDRESS:** 300 East 39th Street
Kansas City, MO 64111
Attn: S&B Ventures
- 1.12 **RENT PAYABLE TO:** Brain Dev 3 Sub, LLC
- 1.13 **SCOPE OF LANDLORD'S WORK:** Landlord shall be obligated to undertake the work detailed on Exhibit E ("Landlord's Work")
- 1.14 **SCOPE OF TENANT'S WORK:** Tenant shall be obligated to undertake the work detailed on Exhibit E ("Tenant's Work")
- 1.15 **INSURANCE LIMITS:** Comprehensive General Liability (per occurrence and in aggregate): \$1,000,000.00
Employer's Liability: \$1,000,000.00

The foregoing provisions shall be interpreted and applied in accordance with the other provisions of this Lease set forth below. The terms in this Article 1, and the terms defined in Article 2, shall have the meanings specified therefor, herein or therein, when used as capitalized terms in other provisions of this Lease.

ARTICLE 2: ADDITIONAL DEFINITIONS

- 2.1 "Building" shall mean the improved structure in which the Premises is located and as depicted on Exhibit A.
- 2.2 "Center" shall mean the shopping center owned by Landlord described as the Southside Plaza Shopping Center and depicted on Exhibit A, including (without limitation) all buildings, improvements and parking facilities, private drives, sidewalks and alleys, monument markers, landscaping, lawns, and medians but excluding public streets, rights-of-way, utility lines, and easements to the extent (if any) maintained by local public authorities.
- 2.3 "Common Areas" shall mean all areas of the Center which are now or hereafter made available by Landlord from time to time for the general use or benefit of Landlord, Tenant, other tenants at the Center, other parties to whom the right to use the Common Areas has been or is hereafter granted, and their employees and invitees, as such areas currently exist and as they may be changed from time to time. The Common Areas may, at Landlord's election, include areas in adjoining properties which are or become available to Landlord, tenants, employees and invitees of the Center and which are maintained with the Common Areas under any reciprocal easement agreement, operating agreement or other such agreement now or hereafter in effect. Without limiting the generality of the foregoing, the Common Areas may include, as designated by Landlord from time to time, any parking areas, entrances, sidewalks, streets or roadways, passageways, delivery areas, landscaped and vacant areas, common lighting facilities, drainage areas, decorations, fixtures, improvements, and other facilities, located in or serving any of the foregoing, except to the extent reserved for use by one or more designated tenants. Nothing contained herein requires Landlord to provide any of the foregoing to the Center.
- 2.4 "Default" shall have the meaning set forth in Section 19.1.
- 2.5 "Default Rate" shall mean eighteen percent (18%) per annum, or the maximum amount allowed by law, whichever is greater, from the original due date and continuing until all delinquent sums are paid in full.
- 2.6 "Gross Rentable Area" of the Premises shall mean the aggregate floor areas within the exterior faces of all exterior walls, but only to the centerline of any common party walls between two rentable areas, with no reductions or exclusions for

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stairways, support columns, interior partitions or other improvements or equipment of any kind. Further, the floor area of any mezzanines constructed within the Premises shall be included in the Gross Rentable Area upon completion of construction. Any changes in the Gross Rentable Area of the Premises occurring during any calendar month shall become effective on the first day of the following month.

- 2.7 "HVAC" shall mean heating, ventilating and air-conditioning.
- 2.8 "Law" or "Laws" shall mean all federal, state, county and local governmental and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedents in the state in which the Center is located, and decisions of federal courts applying the Laws of such state, at the time in question.
- 2.9 "Lease Year" shall mean the period of twelve (12) consecutive months beginning with the Rent Commencement Date. If the Rent Commencement Date is other than the first day of the month, the first Lease Year shall be deemed to be extended to include such partial month and the following twelve (12) months, so as to end on the last day of the month. If either the last day of any Lease Year or the scheduled Expiration Date of this Lease do not fall on the last day of the month, such dates shall be extended to fall on the last day of the month. The Commencement Date, Rent Commencement Date, and Expiration Date may be adjusted as set forth on a declaration executed by Landlord and Tenant.
- 2.10 "Lender" shall mean the holder of any mortgage, deed of trust or security interest at the time in question, and where a ground lease is used as a security device, such term shall refer to the ground lessor.
- 2.11 "Operating Costs" shall mean:
- (A) all expenses, costs and amounts of every kind and nature which Landlord shall incur during any Lease Year in connection with the management, security, maintenance, repair, replacement, insurance, taxation and operation of the Center, including all facilities, improvements and areas determined by Landlord from time to time to comprise the Center, which shall include, without limitation, any amounts paid for:
 - (i) utilities (except to the extent directly provided to a particular tenant's leased premises for such tenant's exclusive benefit), including, without limitation, electricity, power, gas, oil or other fuel, water, stormwater, sewer, lighting, telephone, and HVAC, and also including any surcharges or impact fees relating to any utilities;
 - (ii) permits, licenses and certificates necessary to operate and manage the Center, and costs of complying with other legal requirements, including, without limitation, the ADA (as defined in Article 33);
 - (iii) insurance applicable to the Center, which may include, without limitation, commercial liability insurance for personal injury, death, property damage, defamation and false arrest, "all risk" insurance on the Center, including, without limitation, earthquake, flood, boiler and rent loss coverage, terrorism or mold insurance, automobile, worker compensation and employer liability insurance, or other insurance required by a Lender;
 - (iv) supplies, materials, tools, and equipment used in the management, operation, repair, maintenance and security, floor care and cleaning, landscaping, and other services for the Center, including rental installment purchase and financing agreements therefor and interest thereunder;
 - (v) reserved;
 - (vi) wages, salaries, bonuses and other compensation and benefits for any manager, personnel and other parties engaged in the management, operation, maintenance or security of the Center, and employer's Social Security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages, salaries, compensation and benefits, data or payroll processing expenses relating thereto (if the manager or other personnel are located off-site and handle other properties, the foregoing expenses shall be allocated appropriately between the Center and such other properties);

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(vii) joint or shared payments or costs required or allocated by or through any easement, operating agreement, declaration, restrictive covenant, or instrument encumbering the Premises (as may be amended or restated by Landlord), which shall include, but not be limited to, shared drive and storm detention obligations, public gathering areas, and shared drives;

(viii) alarm monitoring and security service, janitorial service, trash removal, removal of ice and snow (and salting and sanding in connection therewith), and any cost for related to HVAC Servicer (as defined in Section 12.2) that is engaged by Landlord pursuant to Section 12.4;

(ix) the costs of operating and maintaining any on-site office at the Center, including, without limitation, the rental value of any off-site office for the Center, telephone charges, postage, stationery and photocopying expenses;

(x) appropriate reasonable reserves for operation of the Center and for covering uninsured portions, including deductible amounts, of casualty damage and general liability claims relating to the Center;

(xi) capital expenditures (i) made primarily to reduce Operating Costs, or (ii) made to comply with any Laws or other governmental requirements, or (iii) for repairs or replacements (as opposed to additions or new improvements), or (iv) for any new improvements involving signs for the Center or the upgrading or addition of lights in the parking and other Common Areas (collectively, "Permitted Capital Expenditures"). All Permitted Capital Expenditures, together with interest, finance charges, or other debt costs, shall be amortized for purposes of this Lease over the shorter of seven (7) years or the useful life of such improvement. Tenant shall be responsible for Tenant's Proportionate Share of such amortization of Permitted Capital Expenditures during the Term, including any remaining amortization of Permitted Capital Expenditures made prior to the Commencement Date;

(xii) management, operation, maintenance, repair, installation, replacement, inspection (including environmental inspection), testing, painting, decorating and cleaning of: (i) elevators, escalators, fire exits, and stairways; (ii) sidewalks, curbs, gutters, guardrails, bumpers, fences, flagpoles, flags, banners, bicycle racks, Center identification, directional signs, traffic signals and markers, including those located off-site but installed for the benefit of the Center; (iii) parking lots, loading areas, service areas, and driveways (including sweeping, cleaning, re-striping, repairing, sealing, re-surfacing, and replacement); (iv) storm and sanitary drainage systems, including disposal plants, lift stations, and detention ponds and basins; (v) irrigation systems; (vi) any Systems and Equipment; (vii) planting, replanting, and replacement of flowers, shrubbery, plants, trees, grass, sod, and other landscaping, including an irrigation sprinkler system; (viii) all exterior portions of buildings in the Center, including, without limitation, Common Areas and fixtures, equipment and other items therein or thereon, including, but not limited to, foundations, walls, trash and ash cans and receptacles, trash compactors, planters, benches, furniture, doors, locks and hardware, windows, glass, and glazing; and (ix) gutters and downspouts, roof flashings, and roofs (including repairs and replacements);

(xiii) users fees, taxes, assessments, special assessments, impact fees, gross receipts taxes, taxes on rents and other governmental charges, substitution taxes resulting from the granting of tax benefits or reductions for the property (including, without limitation, payments in lieu of taxes following approval of plans for tax increment financing, urban redevelopment or other tax benefits), installments of taxes due during the Term including any interest charged by the governing taxing authority, and the cost to Landlord of contesting any taxes, all whether levied by federal, state, county, municipal or any other taxing authority, which are charged against the Center, real property, street lights, fixtures, personal property, rents on the right or privilege of owning or leasing real estate or collecting rents thereon, and any other taxes, assessments and fees attributable to the Center or its operation, whether now or hereafter assessed (collectively, "Taxes");

(xiv) any reasonable advertising and/or marketing program or costs adopted by Landlord for the Center or the Building, the purpose of which is to increase the business activity within the Center or the Building; and

(xv) an amount equal to ten percent (10%) of all of the foregoing costs and expenses as a liquidation of Landlord's general off-site overhead (which amount shall be in addition to the compensation and related expenses for the manager and other aforementioned expenses).

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The foregoing provision is for definitional purposes only and shall not be construed to impose any obligation upon Landlord to incur such expenses.

(B) Notwithstanding the foregoing, Operating Costs shall not, however, include:

(i) interest and amortization on mortgages and deeds of trust and other debt costs (except debt costs related to Permitted Capital Expenditures) or ground lease payments, if any, except as provided herein; depreciation of buildings and other improvements (except amortization of Permitted Capital Expenditures as provided above); improvements, repairs or alterations to spaces leased to other tenants; the cost of providing any service directly to and paid directly by, any tenant; or costs of any items to the extent Landlord receives reimbursement from insurance proceeds or from a third party (such proceeds to be deducted from Operating Costs in the year in which received);

(ii) capital expenditures, except for the Permitted Capital Expenditures;

(iii) corporation, transfer, realty transfer gains taxes, gift, franchise, income or profit taxes (whether gross or net) imposed upon Landlord; business or gross receipts taxes, except to the extent based purely on rentals receivable from real estate; penalties or interest on taxes caused by the failure of Landlord to make timely payment (and not due to any failure of Tenant to make timely payment of Tenant's Proportionate Share of Operating Expenses to Landlord); and mortgage lien taxes, documentary stamp taxes, recording fees or the like;

(iv) costs of repairs or replacements which are or would be covered by insurance or for which Landlord receives condemnation awards;

(v) leasing commissions, legal fees, accounting fees, and other fees or expenses incurred by Landlord in dealings with other tenants and prospective tenants, and costs to improve or make space for other tenants "tenant-ready";

(vi) costs of any special services, operations or accommodations for the benefit of specific tenants (as opposed to all tenants of the Center and their customers or the public generally); and

(vii) costs of governmental compliance (expressly excluding ADA compliance as discussed in Section 33 of this Lease), remediation of hazardous materials, and capital improvements relating to buildings and available for lease to tenants or which expand or increase the Gross Rentable Area of the Center.

2.12 "Required Hours" shall have the meaning set forth in Section 1.10.

2.13 "Rent" shall have the meaning set forth in Section 7.1.

2.14 "Systems and Equipment" shall mean any plant, machinery, transformers, ducts, cables, wires and other equipment, facilities and systems designed to supply light, heat, ventilation, air conditioning and humidity or any other services or utilities, or comprising or serving as any component or portion of any electrical, gas, steam, plumbing, water, sewer, sprinkler, communications, alarm, security or fire/life/safety systems or equipment, or any other mechanical, electrical, electronic, computer or other systems or equipment for the Center, except to the extent that any of the same serves any tenant exclusively or is subject to shared tenant use as described in Article 12.

2.15 "Tenant's Proportionate Share" shall be a fraction equal to the Gross Rentable Area of the Premises set forth in Article 1 divided by the total Gross Rentable Area of the Center. Tenant's Proportionate Share is subject to change in the event that Landlord expands or reduces the size of the Building or Center.

2.16 "Term" shall have the meaning set forth in Article 3.

2.17 "Unavoidable Delays" shall mean unforeseen delays due to strikes, lockouts, labor troubles, inability to procure labor or materials or reasonable substitutes therefor, failure of power, governmental requirements, restrictions or laws, life or other casualty damage, war or civil disorder, or other causes beyond the reasonable control of the party delayed; provided,

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however, Unavoidable Delays hereunder shall not include delays resulting from changes in economic or market conditions, or financial or internal problems of the parties or problems that can be satisfied by the payment of money.

ARTICLE 3: TERM

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for a term ("**Term**") commencing on the Commencement Date and ending on the Expiration Date set forth in Article 1, unless sooner terminated as provided herein, subject to the provisions herein contained. Upon the Effective Date of this Lease, neither party shall have the right to terminate the Lease except as expressly provided in the Lease. If Landlord delays delivering possession of the Premises or substantial completion of Landlord's Work for more than five (5) months from the date of execution, this Lease shall not be void or voidable and Tenant shall have no liability for loss or damage resulting therefrom. The occupancy by Tenant shall be deemed to be an acceptance of the Premises.

ARTICLE 4: RENT

For the use and availability of the Premises, Tenant shall pay Landlord on the first day of each month throughout the Term of this Lease, Rent (prorated on a daily basis for any partial month) as set forth in Section 1.5, Article 1, and otherwise expressly stated in the Lease.

ARTICLE 5: OPERATING COSTS

5.1 **Tenant's Proportionate Share – Operating Costs.** In addition to the Minimum Rent, Tenant agrees to pay Tenant's Proportionate Share of the Operating Costs incurred during each calendar year during the Term (but commencing on the Rent Commencement Date), prorated on a daily basis for any partial calendar year during the Term. Tenant's Proportionate Share of Operating Costs shall be estimated at the beginning of the Term, based on Landlord's estimate of Operating Costs for the entire calendar year in which the Commencement Date occurs, and annually thereafter within ninety (90) days after the end of each calendar year. Tenant shall pay the estimate of Tenant's Proportionate Share of Operating Costs in equal monthly installments on or before the first day of each month, throughout the Term or until notice of a new monthly estimate. Within ninety (90) days after the end of each calendar year, Landlord shall determine its actual Operating Costs for the previous calendar year (and Tenant's Proportionate Share thereof) and shall furnish an itemized statement of such costs in writing to Tenant. If the estimated monthly payments made by Tenant for the previous calendar year exceed the actual amount of Tenant's Proportionate Share of Operating Costs, Landlord shall credit the excess to Tenant; but if the actual amount of Tenant's Proportionate Share of Operating Costs exceeds the estimated monthly payments made by Tenant for the previous calendar year, Tenant shall pay the difference within thirty (30) days after the annual adjustment billing by Landlord. Tenant's obligation to pay Tenant's Proportionate Share of Operating Costs in excess of those estimated shall survive the expiration of this Lease, together with Tenant's obligation to pay all other accrued sums due hereunder.

5.2 **Special Allocations – Operating Costs.** Notwithstanding the general allocation of Operating Costs as described in Section 5.1 above, Landlord shall have the option, in its discretion, to make special allocations and assess the same among particular tenants in connection with charges for utility service, usage (where the utility is not separately metered), and any other services not provided to all tenants of the Center (such as the cost allocable to Tenant of any HVAC annual service agreement entered into by Landlord on Tenant's behalf pursuant to Section 12.4). Such charges may be allocated and billed pro rata on a Gross Rentable Area basis among those tenants whose premises utilize a common utility system.

ARTICLE 6: SECURITY DEPOSIT

Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord the sum as shown in Section 1.6(B) (the "**Deposit**"), the receipt of which is hereby acknowledged by Landlord. Said Deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease by said Tenant to be kept and performed during the Term. Tenant specifically agrees that the Deposit held hereunder by Landlord may be co-mingled with any other funds of Landlord. Should Tenant fail to keep and perform any of the terms, covenants, and conditions of this Lease to be kept and performed by Tenant, and Landlord elects to terminate this Lease as provided in this Lease, Landlord may appropriate and apply said Deposit, or so much thereof as may be necessary, to compensate Landlord for loss or damage sustained by Landlord due to such breach, without prejudice to its further rights and remedies. Should the Deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue Rent or other sums due from Tenant hereunder, and

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the Landlord elects not to terminate this Lease, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said Deposit to the original sum deposited. Should Tenant comply with all the terms, covenants and conditions of the Lease, the Deposit shall be returned in full to Tenant at the end of the Term or upon its earlier termination.

ARTICLE 7: PAYMENT OF RENT, OTHER CHARGES, AND PRORATIONS

- 7.1 **Rent.** Minimum Rent, Operating Costs, and any other amounts which Tenant is or becomes obligated to pay Landlord under this Lease are sometimes herein referred to collectively as "Rent," and all remedies applicable to the non-payment of Rent shall be applicable thereto. Rent shall be paid at the Rent Payment Address specified in Section 1.11 or such other address as Landlord may direct in writing or by electronic funds transfer, without any prior demand or notice therefor, and shall in all events be paid without any deduction, recoupment, set-off or counterclaim except as otherwise provided for in this Lease, and without relief from any valuation or appraisal laws. Tenant shall pay any rent tax, sales tax, service tax, transfer tax, value added tax or any other applicable tax on the Rent, utilities or services herein or otherwise respecting this Lease or any other document entered in connection herewith, to the extent the same are not included in Operating Costs. Landlord may apply payments received from Tenant to any obligations of Tenant then accrued, without regard to such obligations as may be designated by Tenant.
- 7.2 **Late Charges and Interest.** Tenant shall pay a service charge of five (5%) for bookkeeping and administrative expenses if any portion of Rent is not received by the fifth (5th) day of each month during the Term. If Landlord rightfully issues a notice of Default to Tenant, Tenant shall pay Landlord an additional service charge in the amount of One Hundred Dollars (\$100.00). In addition, any Rent not paid when due shall accrue interest from the due date at the Default Rate until payment is received by Landlord. Acceptance of such service charges and interest payments shall not be deemed consent by Landlord to late payments, or a waiver of Landlord's right to insist upon timely payments at any time, or a waiver of any remedies to which Landlord is entitled as a result of the late payment of Rent.
- 7.3 **Prorations.** If the Rent Commencement Date is a day other than the first day of a calendar month, the Minimum Rent, Tenant's Proportionate Share of Operating Costs, and any other amounts payable on a monthly basis shall be prorated on a per diem basis for such partial calendar month. If the Minimum Rent is scheduled to increase under Article 1 other than on the first day of a calendar month, the amount for such month shall be prorated on a per diem basis to reflect the number of days of such month at the then current and increased rates, respectively. If the Term commences other than on January 1, or ends other than on December 31, Tenant's obligations to pay amounts towards actual Operating Costs for such first or final calendar years shall be prorated on a per diem basis to reflect the portion of such years included in the Term.
- 7.4 **ACH Payments:** Tenant agrees that all rent to be paid to Landlord shall be paid by electronic funds transfer debit transactions through wire transfer, ACH or direct deposit to Landlord. Landlord is authorized to pull funds from the tenant's account per the account info to be provided by the Tenant per Exhibit F (as from time to time be changed by Tenant by Notice to Landlord) and shall be initiated for settlement on the third day of each calendar month; provided, however, if the due date is not a Business Day, then settlement shall be made on the next succeeding day which is a Business Day.

ARTICLE 8: CONDITION OF PREMISES

Upon completion of Landlord's Work, Tenant agrees to accept the Premises, Center, and any Systems and Equipment serving the Premises "AS IS," without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements other than punch list items, if any, and to open the Premises for business to the public, fully in compliance with all provisions of this Lease, including, without limitation, Article 10.

ARTICLE 9: TENANT'S WORK AND ALTERATIONS

- 9.1 **Approval.** After completion of Tenant's Work described on Exhibit E, Tenant shall not attach any fixtures, equipment or other items to the Premises or make any additions, changes, alterations or improvements to the Premises or the Systems and Equipment serving the Premises (all such work referred to collectively herein as the "Additional Tenant Work"), without the prior written consent of Landlord. Landlord shall not unreasonably withhold or delay consent, except that Landlord reserves the right to withhold consent in Landlord's sole discretion for Additional Tenant Work affecting the structure, safety or security of the Center or Premises, the Systems and Equipment, or the appearance of the Premises

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from the exterior of the Premises. The Additional Tenant Work and the Tenant's Work as defined on Exhibit E shall be known together as the "Work".

- 9.2 **Conditions.** Landlord reserves the right to impose reasonable requirements as a condition of such consent or otherwise in connection with the Work, including, without limitation, requirements that Tenant: (i) submit for Landlord's prior written approval detailed plans and specifications prepared by licensed and competent architects and engineers; (ii) submit for Landlord's prior written approval the names, addresses and background information concerning all contractors, subcontractors and suppliers; (iii) obtain and post permits, bonds and additional insurance; (iv) submit contractor, subcontractor and supplier lien waivers following completion of the improvements; and (v) comply with such other requirements as Landlord reasonably may impose concerning the manner and times in which such Work shall be done and other aspects of the Work. If Landlord consents or supervises, or recommends any suppliers, contractors, architects or engineers, the same shall not be deemed an assumption of any liability with respect thereto, or a warranty as to the adequacy of the design, workmanship or quality of materials, or compliance of the Work with any Laws.
- 9.3 **Performance of Work.** All Work shall be performed (i) in a thoroughly first class, professional and workmanlike manner; (ii) only with materials that are high quality and free of material defects; (iii) in accordance with plans and specifications approved by Landlord in advance in writing; (iv) not to adversely affect the Systems and Equipment or the structure of the Center; (v) diligently to completion and so as to cause the least possible interference with other tenants and the operation of the Center; (vi) in accordance with Landlord's design criteria and construction requirements; and (vii) in compliance with all Laws and other provisions of this Lease, including, without limitation, the Rules attached hereto as Exhibit B. If Tenant fails to perform the Work as required herein or the materials supplied fail to comply herewith or with the specifications approved by Landlord, and Tenant fails to cure such failure within forty-eight (48) hours after notice by Landlord (except that notice shall not be required in emergencies), Landlord shall have the right to stop the Work until such failure is cured (which shall not be in limitation of Landlord's other remedies and shall not serve to abate the Rent or Tenant's other obligations under this Lease).
- 9.4 **Liens.** Tenant shall keep the Center, Premises, and this Lease free from any mechanic's, materialman's, or similar liens or encumbrances, and any claims therefor, in connection with any Work. Tenant shall remove any such claim, lien or encumbrance by bond or otherwise within thirty (30) days after notice by Landlord. If Tenant fails to do so, Landlord may pay the amount or take such other action as Landlord deems reasonably necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by Landlord shall be deemed additional Rent under this Lease, payable upon demand, without limitation as to other remedies available to Landlord. Nothing contained in this Lease shall authorize Tenant to do any act which shall subject Landlord's title to the Center or Premises to any such notices, liens or encumbrances, whether claimed by operation of statute or other Law or express or implied contract. Any claim to a lien or encumbrance upon the Center or Premises arising in connection with any Work shall be null and void, or at Landlord's option shall attach only against Tenant's interest in the Premises and shall in all respects be subordinate to Landlord's title to the Center and Premises.
- 9.5 **Electrical Installations.** In the event Tenant installs any electrical equipment or fixtures that overload the lines in the Premises, Tenant shall, at its own expense, make the changes necessary to comply with Landlord's requirements and those of insurance underwriters and applicable local governmental code administrators. Tenant agrees not to use any electric irons, electric grills or other equipment that contains an electric heating element, unless such electrical equipment also includes a red pilot light, connected and operated in compliance with Underwriters' Laboratory specifications.
- 9.6 **Tenant Signage.** Tenant signage may be installed at the Premises only upon Landlord's prior written approval. Tenant shall be responsible for the fabrication, installation and maintenance of the signage, as well as all expenses incurred by Tenant related to this Section 9.6. All signage shall be kept in operating condition at all times and all internal illumination shall be repaired or replaced within seventy-two (72) hours.

ARTICLE 10: USE AND OPERATING REQUIREMENTS

- 10.1 **Use; Compliance with Laws.** Tenant shall use the Premises only for the purposes specified in Section 1.7, for no other purpose whatsoever, subject to and in compliance with all other provisions of this Lease, including, without limitation, the Rules attached as Exhibit B. Tenant shall comply with all Laws relating to the Premises and Tenant's use thereof, including, without limitation, Laws, if any, requiring the Premises to be closed on any certain days or hours, health, safety and building codes, and any permit or license requirements. Landlord makes no representation that the Premises are

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suitable for Tenant's purposes. No auctions, fire sales, truckload sales, sidewalk sales, inventory reduction sales, liquidation sales, bankruptcy sales, "going out of business" sales or sales of similar import may be conducted on or about the Premises except upon Landlord's prior written consent in each instance. Tenant shall not display any signs advertising the foregoing anywhere in or about the Premises. Tenant shall not conduct wholesale, factory outlet or warehouse business on the Premises, or operate as a discount store, or otherwise engage in heavily discounted sales from the Premises. For purposes of this Lease, "heavily discounted" sales shall mean those advertised or promoted at reductions of greater than fifty percent (50%) from retail prices. The foregoing restrictions also shall apply to Tenant's creditors.

- 10.2 **Required Hours.** Tenant agrees to continuously operate and conduct its business in one hundred percent (100%) of the Premises during the Required Hours unless Landlord and Tenant agree, in writing, to different Required Hours for Tenant. "Required Hours" herein shall mean those hours reasonably established from time to time by Landlord for the Center in general, in Landlord's sole discretion, which Required Hours shall initially be as shown in Section 1.10. Notwithstanding anything to the contrary herein contained, Tenant shall not be required to be open for business on the following days: Easter Day and Christmas Day. If Tenant fails to open for business during any Required Hours Tenant shall pay Landlord as additional Rent, a charge equal to one hundred fifty percent (150%) of the calculated Rent on a per diem basis for every day or part thereof that Tenant shall be in violation of this Section 10.2.
- 10.3 **Required Operations.** Tenant shall open the Premises for business to the public no later than one hundred twenty (120) days following delivery of the Premises by Landlord to Tenant with substantially all of Landlord's Work completed and available to Tenant for Tenant's Work, with the exception of minor items which can be completed without material interference to Tenant's Work. Tenant shall conduct its business at all times in a first-class professional and businesslike manner, consistent with reputable business standards and practices, and such that a high reputation of the Center is developed and enhanced. Tenant shall operate the Premises continuously, actively, and diligently in a good faith manner. Tenant shall keep the Premises adequately staffed with well-trained personnel for efficient first-class service, and, where appropriate, adequately stocked with new "in season" merchandise in good condition and displayed in a professional and tasteful manner. Tenant agrees that storage and office space in the Premises shall be limited to that necessary for, and used in conjunction with, the business use designated in Section 1.7 to be conducted in the Premises. Sales and services permitted under Section 1.7 shall be provided only on a retail basis to the general public. Tenant shall not use the Premises for the marketing of goods or services where sales are fulfilled outside the premises, whether by catalogue, online, or mobile ordering, unless Tenant will be properly attributing such sales as occurring in the Premises for the purposes of Percentage Rent (if any) and applicable sales taxes.
- 10.4 **Prior Vacation.** In the event that Tenant ceases to operate a business on the Premises for the purpose authorized herein and as described in this Article 10, or if Tenant surrenders the keys to the Premises, then Landlord shall have all rights and remedies under Article 19 below. In case of any such prior vacation of the Premises, this Lease shall continue in effect unless or until terminated by express action of Landlord pursuant to Article 19 or until its Term expires, and Tenant shall remain liable for the payment of Rent, notwithstanding Landlord's acceptance of the keys or its attempts to re-let the Premises.
- 10.5 **Exclusive Use.** Nothing herein shall grant to Tenant any business exclusive at the Center. Tenant acknowledges that Landlord has the right to lease or sell space in the Center to any business whether or not the business may compete with the Tenant.

ARTICLE 11: UTILITIES

- 11.1 **Utility Payments.** Tenant agrees to pay for all electricity, gas, water and other utility services, whether furnished to the Premises by utility companies or by Landlord. Any utility services that are not separately metered shall be furnished by Landlord and Landlord may allocate such utility billings pursuant to Section 5.2.
- 11.2 **Metering or Pro Rata Allocations.** Landlord may install separate meters or sub-meters on or about the Premises, or Tenant shall utilize existing separate meters or sub-meters (if any) already in place; and Tenant shall pay any such separately metered utility charges attributable to the Premises, including (without limitation) charges for electricity, gas and water, directly to the appropriate municipality, utility or service company, or shall reimburse Landlord for such charges based on sub-meter readings. The costs of all utility services furnished by Landlord, and not separately metered or sub-metered, shall be allocated by Landlord pursuant to Section 5.2.

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- 11.3 **Termination of Utilities.** Landlord shall not in any way be responsible or liable to Tenant, or to any other party occupying any part of the Premises, for any failure or defect in the supply or character of water, electricity or any other utility service furnished to the Premises or to the Common Areas (whether furnished by Landlord or by others), or by reason of any requirement, act or omission of the public utility company serving the Premises, the Building or the Center with electricity, water or other utility service, or because of necessary repairs or improvements of the lack thereof.

ARTICLE 12: MAINTENANCE AND REPAIR OF PREMISES

- 12.1 **Tenant Maintenance and Repairs.** Tenant shall keep the non-structural components of the Premises in good working order, repair and condition (which conditions also shall be clean, sanitary, sightly and free of pests and rodents, and which repairs shall include necessary replacements and compliance with all Laws now or hereafter adopted), except to the extent provided to the contrary in Article 15 respecting casualty damage. Tenant's obligations hereunder shall include, but not be limited to, Tenant's trade fixtures and equipment, security gates, security locks, ceilings, walls, storefront entrances, signs, interior decorations, floor-coverings, wall-coverings, windows, entry and interior doors, exterior and interior glass, interior plumbing fixtures, light fixtures and bulbs, keys and locks, fire extinguisher and fire protection systems, and equipment and interior lines for water, sewer (including, when applicable to the Premises, free flow up to the common sewer line), HVAC, electrical, gas, steam, sprinkler and mechanical facilities, and other Systems and Equipment which serve the Premises exclusively, whether located within or outside the Premises), and all alterations and improvements to the Premises (whether installed by Landlord or Tenant). Tenant also shall reimburse Landlord for any repairs, maintenance and replacements to areas of the Center outside the Premises caused as a result of moving any furniture, fixtures or other property to or from the Premises, or otherwise caused by Tenant or any other occupant of the Premises, or any of their employees, agents, invitees, or contractors. If Landlord deems it necessary to make any repairs or replacements for which Tenant is responsible under this Lease, Landlord may demand in writing that Tenant make the same, and if Tenant refuses or neglects to commence such repairs or replacements in good faith or fails to complete the same with reasonable dispatch, Landlord may make or cause such repairs or replacements to be made; and, in so doing, Landlord shall not be responsible to Tenant for any loss or damage that may accrue to Tenant's business by reason thereof. If Landlord makes or causes such repairs or replacements to be made, Tenant shall forthwith pay Landlord upon demand the full costs thereof as additional Rent hereunder; and if Tenant shall Default in such payment, Landlord shall have all the remedies provided in Article 19 and elsewhere in this Lease. Any repairs or other work by Tenant hereunder shall be deemed Additional Tenant's Work under Article 9 and shall be subject to the requirements of Article 9.
- 12.2 **HVAC Maintenance.** If the Premises are served exclusively by any HVAC units or other Systems or Equipment, Tenant shall enter annual, written maintenance contracts with competent, licensed and insured contractors (the "HVAC Servicer"). Such contracts shall include, and Tenant shall require that such contractors provide: (i) inspection, cleaning and testing at least semi-annually for HVAC units and for other Systems and Equipment (or more frequently if required by applicable Law or if reasonably required by Landlord); (ii) any servicing, maintenance, repairs and replacements of filters, belts or other items determined to be necessary or appropriate as a result of such inspections and tests, or by the manufacturer's warranty, service manual or technical bulletins, or otherwise required to ensure proper and efficient operation, including emergency work; (iii) all other work as shall be reasonably required by Tenant, Landlord or Landlord's insurance carriers; (iv) a detailed record of all services performed; and (v) an annual service report at the end of each calendar year. Tenant shall provide Landlord with a copy of such annual service reports. Not later than thirty (30) days prior to the Commencement Date and annually thereafter, Tenant shall provide Landlord with a copy of all maintenance contracts required hereunder and written evidence reasonably satisfactory to Landlord that the annual fees therefor have been paid. Such maintenance contracts represent part of Tenant's obligations under this Article and shall not be deemed to limit Tenant's general obligations to keep any HVAC equipment and other Systems and Equipment hereunder in good working order, repair and condition as further described in Section 12.1 above.
- 12.3 **Shared Equipment.** If the Premises are served by one or more HVAC units or other such Systems or Equipment that also serve one or more other tenants, Tenant shall reimburse Landlord for Tenant's reasonable share of expenses related to the inspection, maintenance, repairs, operations and replacements of such shared Systems or Equipment (such share to be based on the ratio of the Gross Rentable Area of the Premises to the Gross Rentable Area of the areas leased to such other tenant or tenants, or at Landlord's option such other factors as Landlord shall deem reasonable).
- 12.4 **Landlord Maintenance and Repairs.** Landlord shall keep the roof, foundation, exterior walls other than the storefront, common utility lines to the point of connection for Tenant, and structural portions of the Premises in good working order and repair (the cost of which shall be included in Operating Costs, to the extent described in Article 2), provided that



Tenant shall give Landlord reasonable prior notice of the necessity for such repairs, and further provided that, if any damage thereto shall have been caused by any act or omission of, or violation of this Lease by Tenant or any other occupant of the Premises claiming by, through or under Tenant, or any of their employees, agents or contractors, Landlord shall perform such repairs as provided above (without limiting Landlord's other remedies therefor) and Tenant shall reimburse Landlord for the cost and expense thereof within thirty (30) days after receipt of any invoice. Notwithstanding Section 12.2, Landlord shall have the right select and engage an HVAC Servicer on Tenant's behalf and bill the cost of the annual HVAC service agreement as Operating Costs.

- 12.5 **Alterations and Improvements.** Landlord reserves the right at any time to expand the Building or the Center. Landlord further reserves the right to alter the size, area and location of hallways, entrances, parking areas, Common Areas reserved for general usage, driveways, sidewalks, landscaped areas and all other portions of the Center. Landlord also shall have the right to close the Premises, the Building or any other portions of the Center whenever necessary to comply with any Laws, in cases of public disturbance or for any other reasons which Landlord deems, in its discretion, appropriate. In connection with the foregoing, Landlord shall act in good faith to prevent interference to pedestrian and vehicular access to the Premises and the visibility of Tenant's storefront and signage.

ARTICLE 13: COMMON AREAS

- 13.1 **Use of Common Areas.** Tenant may use the Common Areas, subject to the following conditions:
- (A) The Common Areas shall be used by Tenant and Tenant's employees and invitees on a non-exclusive basis in common with employees and invitees of Landlord and other tenants and parties to whom the right to use the Common Areas has been or is hereafter granted.
 - (B) Tenant shall not directly or indirectly conduct business in the Common Areas or make any use of the Common Areas which interferes in any way with the use of the Common Areas by other parties.
 - (C) Tenant's use of the Common Areas shall be subject to the other provisions of this Lease, including without limitation, the Rules attached hereto as Exhibit B.
 - (D) Tenant's right to use the Common Areas shall terminate upon the expiration or earlier termination of this Lease or Tenant's right to possession of the Premises.
- 13.2 **Common Area Maintenance and Control.** Landlord shall administer, operate, clean, maintain, secure, and repair (and replace as reasonably required) the Common Areas in a manner consistent with first class shopping centers in Kansas City, Missouri, and Tenant shall pay Tenant's Proportionate Share of Landlord's costs therefor as part of Operating Costs. Landlord reserves the right at all times to determine the nature and extent of all Common Areas and shall have exclusive control and management thereof. Landlord shall have the right to close all or a portion of the Common Areas to discourage non-customer parking, to prevent a dedication thereof to public use or otherwise to prevent the acquisition of public rights in such areas. Landlord reserves the right to use or permit the use of the Common Areas for any purpose which, in Landlord's sole opinion, may be in the best interests of the Center, including, without limitation, promotions, events, exhibits, displays and shows, provided that Landlord shall not materially adversely obstruct pedestrian and vehicular access to the Premises or the visibility of Tenant's storefront or signage.

ARTICLE 14: INSURANCE, SUBROGATION, AND WAIVER OF CLAIMS

- 14.1 **Required Insurance.** Tenant shall maintain during the Term: (i) commercial general liability insurance, with a contractual liability endorsement covering Tenant's indemnity obligations under this Lease, and a combined single limit of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate (for this location) for property damage or destruction (including loss of use thereof), personal injury, bodily injury or death; (ii) workers' compensation insurance as required by statute, and employer's liability insurance in the amount of at least \$1,000,000.00 per occurrence; (iii) plate glass insurance covering all plate glass in the Premises and the storefront therefor; (iv) insurance on the causes of loss/special form covering Tenant's inventory, personal property, business records, furniture, floor coverings, fixtures and equipment, and all Work installed by Tenant for damage or other loss caused by fire or other casualty or cause, including, but not limited to, vandalism and malicious mischief, theft, explosion, business income (including extra

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expense), and water damage of any type, including sprinkler leakage, bursting and stoppage of pipes. All insurance required hereunder shall be provided by responsible insurers and have a policyholder rating of at least "A" and be assigned a financial category of at least "Class X" in the then current edition of Best's Insurance Guide and shall be licensed in the state in which the Center is located. Tenant's property damage insurance shall include full replacement cost coverage, and the amount shall satisfy any coinsurance requirements under the applicable policy. Tenant's insurance shall be primary, and any insurance maintained by Landlord or any other additional insured hereunder shall be excess and noncontributory. Landlord shall have the right to reasonably increase the amount or expand the level of insurance to be maintained by Tenant hereunder from time to time. Tenant agrees not to keep, use, sell, or offer for sale, in or upon the Premises, any articles or goods which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay upon demand any increase in premium for fire and extended coverage insurance that may be charged during the Term on the amount of such insurance which may be carried by Landlord on said Premises, the Building, or the Center, resulting from the use of said Premises by Tenant, whether or not Landlord has consented to such use.

- 14.2 **Certificates, Subrogation and Other Matters.** Tenant shall provide Landlord with certificates evidencing the insurance coverage required hereunder (and, with respect to liability coverage showing Landlord and others designated by Landlord as additional insureds, and with respect to leasehold improvements showing Landlord as an additional insured). Tenant shall provide such certificates prior to the Commencement Date. Tenant shall provide renewal certificates to Landlord at least thirty (30) days prior to expiration of such policies.
- 14.3 **Waiver of Claims.** Except for claims arising from the willful or negligent acts of Landlord or Landlord's agents, employees or contractors, Tenant waives all claims against Landlord for injury or death to persons, damage to property or to any other interest of Tenant sustained by Tenant or any party claiming through or under Tenant resulting from (i) any occurrence in or upon the Premises; (ii) leaking of roofs, bursting, stoppage or leaking of water, gas, sewer or steam pipes or equipment, including sprinklers; (iii) wind, rain, snow, ice, flooding, freezing, fire, explosion, earthquake, excessive heat or cold, fire or other casualty; (iv) the Premises, Systems or Equipment being defective or failing; and (v) vandalism, malicious mischief, theft or other acts or omissions of any other parties, including, without limitation, other tenants, contractors and invitees at the Center. To the extent that Landlord or Tenant is required to carry insurance hereunder, each of them agrees that their property loss risks shall be borne by such insurance, and agrees to look solely to and seek recovery only from its insurance carriers in the event of such losses. For purposes of this Section, any deductible amount shall be treated as though it were recoverable under such policies.

ARTICLE 15: CASUALTY DAMAGE

- 15.1 **Restoration by Landlord.** If the Premises shall be damaged by fire or other casualty, Landlord shall use available insurance proceeds to repair the Premises, except that Landlord shall not be required to repair or replace any of Tenant's furniture, furnishings, fixtures or equipment, or any alterations or improvements in excess of any improvements made to the Premises by Landlord, if there were any, and Landlord's obligations shall be subject to any governmental requirements or requirements of any Lender and such Lender's right to control, apply or withhold such insurance proceeds. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof. Landlord shall notify Tenant within three (3) months after the casualty whether or not Landlord intends to restore the Premises.
- 15.2 **Restoration by Tenant.** If Landlord repairs the Premises as provided herein, Tenant shall repair and replace its Work, all items required to be insured by Tenant hereunder, and all other items required to restore the Premises to the condition required under Article 9 of this Lease. Tenant shall commence such Work within ten (10) days following substantial completion by Landlord of any repairs required by Landlord hereunder and shall proceed diligently therewith to completion. The work required by Tenant hereunder shall constitute "Work" under Article 9 and shall be subject to all of the provisions thereof. Tenant may close the Premises for business to the extent reasonably required in connection with such Work.
- 15.3 **Abatement of Rent.** Landlord shall allow Tenant a proportionate abatement of Rent from the date of the casualty through the date Landlord substantially completes Landlord's repair obligations hereunder (or the date that Landlord would have substantially completed such repairs, but for delays by Tenant, its agents, employees, invitees, transferees and contractors), provided such abatement shall (i) apply only to the extent the Premises are untenantable for the purposes permitted under this Lease and not used by Tenant as a result thereof, based proportionately on the square footage of the

Premises so affected and not used, and (ii) not apply if Tenant or any other occupant of the Premises, or any of their employees, agents, invitees, or contractors caused the damage.

- 15.4 **Termination of Lease.** Notwithstanding the foregoing to the contrary, Landlord may elect to terminate this Lease, if the Center or Building is damaged by fire or other casualty or causes such that (a) more than twenty-five percent (25%) of the Building or Premises is affected by the damage, (b) the damage occurs less than one (1) year prior to the end of the Term, (c) any Lender requires that the insurance proceeds or any portion thereof be applied to the debt, or the damage is not fully covered by Landlord's insurance policies, or (d) in Landlord's reasonable opinion, the cost of the repairs, alterations, restoration or improvement work would exceed twenty-five percent (25%) of the replacement value of the Building or Premises or of the portion thereof owned or ground leased by Landlord (whether or not the Premises are affected). In any such case, Landlord may terminate this Lease by notice to Tenant within one hundred twenty (120) days after the date of damage (such termination notice to include a termination date providing at least thirty (30) days for Tenant to vacate the Premises). Tenant agrees that Landlord's obligation to restore, and the abatement of Rent provided herein, shall be Tenant's sole recourse in the event of such damage, and Tenant waives any other rights Tenant may have under any applicable Law to terminate this Lease by reason of damage to the Premises, Building, or Center, except that if Landlord fails to restore the Premises within one hundred eight (180) days, or such other time period after the date of damage as mutually agreed by both parties in writing, Tenant may terminate this Lease without further liability to Landlord.

ARTICLE 16: RETURN OF POSSESSION

At the Expiration Date or earlier termination of this Lease or Tenant's right of possession, Tenant shall surrender possession of the Premises in broom-clean condition and good repair, free of debris, and otherwise in the condition required under Article 12, and shall ensure that all signs, movable trade fixtures and personal property have been removed therefrom and that any damage caused thereby has been repaired, including, without limitation, patching all holes in the walls so that the walls are in a "paint-ready" condition, capping any electrical wiring and ensuring that no electrical wiring is exposed. All leasehold improvements and other fixtures affixed to the Building or Premises as more particularly described in Section 21.2 shall be Landlord's property and shall remain, all without compensation, allowance or credit to Tenant. However, if in connection with any Additional Tenant's Work, Landlord has notified Tenant in writing that Tenant shall be required to remove any leasehold improvements at the end of the Term, then Tenant shall promptly remove such of the foregoing items as are designated and repair any damage to the Premises caused by such removal. If Tenant shall fail to perform any repairs or restoration, or fail to remove any items from the Premises as required hereunder, Landlord may do so, and Tenant shall pay Landlord the cost thereof upon demand. All property removed from the Premises by Landlord hereunder may be handled, discarded or stored by Landlord at Tenant's expense, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. All such property shall, at Landlord's option, be conclusively deemed to have been conveyed by Tenant to Landlord in "AS IS" condition, without any warranty, as if by bill of sale, without payment by Landlord. If Landlord arranges for storage of any such property, Landlord shall have a lien against such property for costs incurred in removing and storing the same.

ARTICLE 17: HOLDING OVER

Tenant shall pay Landlord one hundred fifty percent (150%) of the amount of Rent then applicable prorated on a per diem basis for each day Tenant shall retain possession of the Premises or any part thereof after expiration or earlier termination of this Lease, together with all damages sustained by Landlord on account thereof. The foregoing provisions shall not serve as permission for Tenant to hold over, nor serve to extend the Term (although Tenant shall remain a tenant at sufferance, bound to comply with all provisions of this Lease until Tenant vacates the Premises). Landlord shall have the right, at any time after expiration or earlier termination of this Lease or Tenant's right to possession, to re-enter and possess the Premises and remove all property and persons therefrom, and Landlord shall have such other remedies for holdover as may be available to Landlord under other provisions of this Lease or applicable Laws.

ARTICLE 18: TRANSFER BY TENANT

- 18.1 **Consent to Transfer.** Except upon Landlord's written consent in each instance, which consent will not be unreasonably withheld, conditioned or delayed, Tenant shall not directly or indirectly, voluntarily, by operation of law, or otherwise: (a) sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of this Lease, the Premises or Tenant's leasehold interests hereunder; (b) allow or permit any sale or transfer (including by consolidation, merger or reorganization) of a majority of the voting stock or management control of Tenant, if Tenant is a corporation or limited

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liability company; (c) allow or permit any sale or other transfer of controlling general partnership interests in Tenant, if Tenant is a partnership; (d) allow or permit a change of present controlling executive management by management contract, license, franchise agreement or other arrangement (all of the foregoing items (a), (b), (c) and (d) are hereafter collectively referred to as an "Assignment"); (e) permit subtenants, concessionaires, licensees or others to occupy all or any portion of the Premises; or (f) sublease the Premises or any portion thereof (items (e) and (f) are hereafter collectively referred to as a "Sublease").

- 18.2 **Request for Approval.** If Tenant desires at any time to enter into an Assignment or Sublease as described above, it shall first give written notice to Landlord of its desire to do so, which notice shall contain or include: (a) the name of the proposed successor, assignee, subtenant or occupant (hereafter referred to as the "transferee"); (b) the nature of the proposed transferee's business to be conducted in the Premises; (c) the terms, provisions and economic considerations of the proposed Assignment or Sublease; (d) the identity of proposed principals and lease guarantors (if any); and (e) signed current financial statements of the proposed transferee and guarantors (if any).
- 18.3 **Landlord's Election.** At any time within thirty (30) days after receipt of the notice specified in Section 18.2 above, Landlord may request additional reasonable information or may, in its reasonable discretion, by written notice to Tenant: (a) consent to the Sublease or Assignment; or (b) disapprove the Sublease or Assignment. If Landlord consents to the Sublease or Assignment within said thirty (30) day period, Tenant shall within thirty (30) days thereafter enter into such Sublease or Assignment of the Premises or portion thereof, upon the terms and conditions set forth in the notice previously furnished by Tenant to Landlord pursuant to Section 18.2 above; otherwise, Landlord's consent shall be void and of no force or effect.
- 18.4 **Noncompliance.** No consent by Landlord to any Sublease or Assignment by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether arising before or after the Sublease or Assignment, including, without limitation, the payment of Rent. Landlord's consent to any Assignment or Sublease shall not relieve Tenant, or the transferee, from the obligation to obtain Landlord's express prior written consent to any other Assignment or Sublease. Following Landlord's consent to an Assignment or Sublease, said Assignment or Sublease instrument shall not be subsequently amended or modified without prior written notice to and the consent of Landlord, if Landlord would have been entitled to notice thereof in the first instance pursuant to Section 18.2. Any purported Assignment or Sublease not in compliance with this Article shall be void and, at the option of Landlord, shall constitute a default by Tenant under this Lease. The acceptance of Rent by Landlord from a proposed transferee shall not constitute Landlord's consent to any such Assignment or Sublease.
- 18.5 **Assumption of Lease.** Each transferee shall expressly assume all obligations of Tenant under this Lease and shall be and remain jointly and severally liable with Tenant for the payment of Rent and for the performance of all the terms, covenants, conditions and agreements herein contained with respect to that portion of the Premises which is subject to the Sublease or Assignment. No Assignment or Sublease shall be binding on Landlord, unless the transferee or Tenant shall deliver to Landlord an executed counterpart of the Assignment or Sublease which contains covenants of assumption satisfactory in substance and form to Landlord, and consistent with the requirements of this Article; provided that the failure or refusal of such party to execute such instrument of assumption shall not release or discharge the transferee from its liability as set forth above.
- 18.6 **Successors; Joint Liability.** All rights and liabilities herein given or imposed upon the respective parties hereto shall, except as may be otherwise herein provided, extend to and bind the respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one (1) tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein contained. No rights, however, shall inure to the benefit of any transferee or assignee of Tenant unless the Assignment or Sublease has been made in accordance with the provisions in this Article.
- 18.7 **Processing Charge.** Tenant agrees to reimburse Landlord for actual and reasonable attorneys' fees incurred by Landlord in connection with the processing, review and documentation of any Assignment, Sublease, license, concession, creation of a security interest, granting of a collateral assignment, change of ownership or transfer for which Landlord's consent is required or sought under this Article. Landlord shall not be required to take any action thereon until Tenant pays such amounts.

18.8 **Landlord's Consideration.** Whenever its consent to a proposed Assignment or Sublease is required hereunder, Landlord may request additional supporting documentation and assurances and may consider all relevant factors, including (without limitation):

- (A) Whether the use of the Premises and trade name of the proposed transferee will be compatible with Landlord's efforts to enhance the image, reputation, trade name and long-term profitability of the Center;
- (B) Whether the addition of the proposed new tenant or subtenant will be compatible with the tenant mix of the Center generally and specifically among business operators specializing in particular kinds of merchandise, services and products; or be prohibited by exclusive uscs granted to other tenants in the Center; or be in conflict with Landlord's marketing plans for the Center and the consumer groups being targeted by Landlord and its leading tenants in the Center;
- (C) Whether the quantity, kind, variety and quality of the merchandise sold will remain substantially the same;
- (D) Whether the level and quality of customer services on the Premises will be consistent with those of the leading tenants of the Center and will remain high;
- (E) Whether the net worth and liquidity of the proposed transferee and lease guarantors (if any) are adequate in relation to the assets held and to current and anticipated future financial obligations, as revealed by current signed financial statements reviewed by a major local or national certified public accounting firm;
- (F) Whether the proposed transferee and its principals, affiliates and guarantors (if any) have a sufficient credit history and reputation for honesty and fair dealing;
- (G) Whether the business plan and operating procedures for the business on the Premises are reasonably coherent, lucid, credible and economically feasible;
- (H) Whether the proposed transferee and its management team have sufficient education, specifically applicable business experience, and successful track records in marketing and managing businesses similar in size, scope and scale to that on the Premises together with any other stores, offices or businesses proposed to be acquired by the transferee and its affiliates; and
- (I) Whether the amounts to be invested in the business on the Premises are actually invested, and whether the proposed transferee and its principals and guarantors (if any) have sufficient personal financial interests and potential personal liabilities to assure proper motivation for success.

ARTICLE 19: DEFAULT AND LANDLORD'S REMEDIES

19.1 **Default.** The occurrence of anyone or more of the following events shall constitute a "**Default**" by Tenant and shall give rise to Landlord's remedies set forth in Section 19.2 below: (i) failure to make when due any payment of Rent or other sums to be paid hereunder, unless such failure is cured within ten (10) days after written notice is received by Tenant from Landlord; (ii) failure to observe or perform any term or condition of this Lease other than the payment of Rent or other sums to be paid hereunder, unless such failure is completely cured within thirty (30) days after written notice is received by Tenant from Landlord, provided, however, if it shall reasonably take more than thirty (30) days in which to cure, and Tenant begins punctually and proceeds diligently to effect a cure, the thirty (30) day period shall be extended by a reasonable period in which Tenant may cure (or such additional time as may be required due to Unavoidable Delays as described in Article 27); (iii) (a) making by Tenant or any Guarantor of this Lease of any general assignment for the benefit of creditors, (b) filing by or against Tenant or any Guarantor of a petition to have Tenant or such Guarantor adjudged a bankrupt or a petition for reorganization or arrangement under any Law relating to bankruptcy or insolvency (unless, in the case of a petition filed against Tenant or such Guarantor, the same is dismissed within sixty (60) days), (c) appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located in the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within sixty (60) days, (d) attachment, execution or other judicial seizure of substantially all of Tenant's assets located on the Premises or of Tenant's interest in this Lease, (e) Tenant's or any Guarantor's insolvency or admission of an inability to pay its debts as they mature; or (iv) failure by Tenant to open for business in the entire Premises by the date which is one hundred twenty (120) days

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after the Commencement Date. Notwithstanding the foregoing, failure by Tenant to comply with the same term or condition of this Lease on two (2) occasions during any twelve (12) month period shall, at Landlord's option, constitute an incurable Default. The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by Law; provided, Landlord may at any time and from time to time elect to comply with such notice and cure periods as may be provided by Law in lieu of the notice and cure periods provided herein.

- 19.2 **Remedies.** If a Default occurs, Landlord shall have the right to terminate Tenant's right of possession, re-enter, and repossess the Premises by detainer suit, summary proceedings or other lawful means (whether judicial or non-judicial), with or without terminating this Lease (and if applicable Law permits, and Landlord shall not have expressly terminated this Lease in writing, any such action shall be deemed a termination of Tenant's right of possession only). In such event, subject to the limitations of Section 19.3 below, Landlord may recover from Tenant: (i) any unpaid Rent as of the date Tenant's right of possession is terminated, (ii) any unpaid Rent which accrues during the Term from the date Tenant's right of possession is terminated through the time of judgment (or which may have accrued from the time of any earlier judgment obtained by Landlord), less any consideration received from replacement tenants as further described and applied pursuant to Section 19.8 below, and (iii) any other amounts necessary to compensate Landlord for all damages proximately caused by Tenant's failure to perform its obligations under this Lease, including, without limitation, all Costs of Re-letting (as defined in Section 19.8 below), and the unamortized balance of any rent abatements, brokers' fees and commissions, attorneys' fees and costs, and all reimbursements, construction allowances and other costs incurred by Landlord to improve the Premises (except consequential damages). Tenant shall pay any such amounts to Landlord as the same accrue or after the same have accrued from time to time upon demand. At any time after terminating Tenant's right to possession as provided herein, Landlord may terminate this Lease by written notice to Tenant, and Landlord may pursue such other remedies as may be available to Landlord under this Lease or applicable Law. The amounts computed in accordance with the foregoing sub-clauses (i) and (ii) shall both be discounted in accordance with accepted financial practice at the rate of six percent (6%) per annum to the then present value.
- 19.3 **Mitigation of Damages.** If Landlord terminates this Lease or Tenant's right to possession, (a) Landlord shall be required only to use reasonable good faith efforts to mitigate Landlord's damages, which shall not exceed such efforts as Landlord generally uses to lease other space at the Center, (b) Landlord will not be deemed to have failed to mitigate if Landlord leases any other comparable portions of the Center before re-letting all or any portion of the Premises, and (c) any failure to mitigate as described herein with respect to any period of time shall only reduce the Rent and other amounts to which Landlord is entitled hereunder by the reasonable rental value of the Premises during such period, taking into account the factors described in Section 19.2 above. In recognition that the value of the Center depends on the rental rates and terms of leases therein, Landlord's rejection of a prospective replacement tenant based on an offer of rentals below Landlord's published rates for new leases of comparable space at the Center at the time in question, or at Landlord's option, below the rates provided in this Lease, or containing terms less favorable than those contained herein, shall not give rise to a claim by Tenant that Landlord failed to mitigate Landlord's damages.
- 19.4 **Re-letting.** If this Lease or Tenant's right to possession is terminated, or Tenant abandons the Premises, Landlord may: (i) enter and secure the Premises, change the locks, install barricades, remove any improvements, fixtures or other property of Tenant therein, perform any decorating, remodeling, repairs, alterations, improvements or additions and take such other actions as Landlord shall determine in Landlord's reasonable good faith discretion to prevent damage or deterioration to the Premises or prepare the same for re-letting, and (ii) re-let all or any portion of the Premises (separately or as part of a larger space), for any rent, use or period of time (which may extend beyond the Term hereof), and upon any other terms as Landlord shall determine in Landlord's sole discretion, directly or as Tenant's agent (if permitted or required by applicable Law). The consideration received from such re-letting shall be applied pursuant to the terms of Paragraph 20.8 hereof, and if such consideration, as so applied, is not sufficient to cover all Rent and damages to which Landlord may be entitled hereunder, Tenant shall pay any deficiency to Landlord as the same accrues or after the same has accrued from time to time upon demand, subject to the other provisions hereof.
- 19.5 **Collection of Rent and Acceleration.** Landlord shall at all times have the right, without prior demand or notice except as required by applicable Law, to (i) seek any declaratory, injunctive or other equitable relief, or restrain or enjoin a violation of any provision hereof, and Tenant waives any right to require that Landlord post a bond in connection therewith, and (ii) sue for and collect any unpaid Rent which has accrued. Notwithstanding anything to the contrary contained in this Lease, but subject to the provisions of Section 19.2 above, to the extent not expressly prohibited by applicable Law, in the event of any Default by Tenant, Landlord may terminate this Lease or Tenant's right to possession and accelerate and declare that all Rent reserved for the remainder of the Term shall be immediately due and payable (in

which event, Tenant's obligations to pay Operating Costs herein that would have accrued thereafter shall be projected based on the current year's Operating Costs); provided the Rent so accelerated shall be discounted in accordance with generally accepted financial practices at the rate of six percent (6%) per annum to the then present value, and Landlord shall, after receiving payment of the same from Tenant, be obligated to turn over to Tenant any actual net re-letting proceeds (net of all Costs of Re-letting) thereafter received during the remainder of the Term, up to the amount so received from Tenant pursuant to this provision.

- 19.6 **Landlord's Cure of Tenant Defaults.** If Tenant fails to perform any obligation under this Lease within any applicable notice and cure periods herein required (except that no notice shall be required in emergencies), Landlord shall have the right (but not the duty) to perform such obligations on behalf and for the account of Tenant. In such event, Tenant shall reimburse Landlord upon demand, as additional Rent, for all expenses incurred by Landlord in performing such obligation together with an amount equal to fifteen percent (15%) thereof for Landlord's overhead, and interest thereon at the Default Rate from the date such expenses were incurred. Landlord's performance of Tenant's obligations hereunder shall not be deemed a waiver or release of Tenant therefrom.
- 19.7 **Bad Rent Checks.** If during the Term, Landlord receives two (2) or more checks from Tenant which are returned by Tenant's bank for insufficient funds, Landlord may require that all checks thereafter be bank certified or cashier's checks (without limiting Landlord's other remedies). All bank service charges resulting from any bad checks shall be borne by Tenant. In addition, Tenant shall immediately pay Landlord, upon demand, the sum of Fifty Dollars (\$50.00) for each bad check to cover Landlord's administrative costs for processing bad checks. Said sum shall be deemed additional Rent hereunder.
- 19.8 **Other Matters.** No re-entry or repossession, repairs, changes, alterations and additions, re-letting, acceptance of keys from Tenant, or any other action or omission by Landlord shall be construed as an election by Landlord (to the extent Landlord has such an election) to terminate this Lease or, subject to the provisions of Section 19.2 above, Tenant's right to possession, or as an acceptance of a surrender of the Premises, nor shall the same operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord or its agent to Tenant. Landlord may, subject to the overall limitation provided herein, bring suits for amounts owed by Tenant hereunder or any portions thereof, as the same accrue or after the same have accrued, and no suit or recovery of any portion due hereunder shall be deemed a waiver of Landlord's right to collect all amounts to which Landlord is entitled hereunder, nor, except as provided in the overall limitations, shall the same serve as any defense to any subsequent suit brought for any amount not theretofore reduced to judgment. Landlord may pursue one or more remedies against Tenant and need not make an election of remedies until findings of fact are made by a court of competent jurisdiction. All rent and other consideration paid by any replacement tenants shall be applied, at Landlord's option, as follows: first, to the Costs of Re-letting; second, to the payment of all costs of enforcing this Lease against Tenant or any Guarantor; third, to the payment of all interest and service charges accruing hereunder; fourth, to the payment of Rent, subject to the overall limitations provided herein; and the residue, if any, shall be held by Landlord and applied to the payment of other obligations of Tenant to Landlord as the same become due (with any remaining residue to be retained by Landlord). "Costs of Re-letting" shall include, without limitation, all reasonable costs and expenses incurred by Landlord for any repairs, maintenance, changes, alterations and improvements to the Premises (whether to prevent damage or to prepare the Premises for re-letting), brokerage commissions, advertising costs, attorneys' fees, any economic incentives given to enter leases with replacement tenants, and costs of collecting rent from replacement tenants. Landlord shall be under no obligation to observe or perform any provision of this Lease on its part to be observed or performed which accrues after the date of any termination by Landlord of the Lease or Tenant's right to possession of the Premises. The times set forth herein for the curing of violations by Tenant are of the essence of this Lease. Tenant hereby irrevocably waives any right otherwise available under any Law to redeem or reinstate this Lease or Tenant's right to possession after this Lease or Tenant's right to possession is terminated based on a Default by Tenant.

ARTICLE 20: LANDLORD'S DEFAULT

If Landlord shall fail to perform any obligation under this Lease required to be performed by Landlord, Landlord shall not be deemed to be in default hereunder nor subject to claims for damages of any kind, unless such failure shall, except as provided herein, have continued for a period of thirty (30) days after written notice thereof by Tenant or such additional time as may be required due to Unavoidable Delays. If Landlord shall fail to cure within the time permitted for cure herein, Landlord shall be subject to such claims for damages (except consequential damages) and remedies as may be available to Tenant (subject to the other provisions of this Lease); provided, however, Tenant shall, except as provided herein, have no right of self-help to perform

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repairs or any other obligation of Landlord, and shall have no right to withhold, set off or abate Rent. Anything in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of Landlord in the land and buildings comprising the Center of which the Premises form a part and the rentals therefrom for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease; subject, however, to the prior rights of any ground or underlying lessor or the holder of any mortgage, deed of trust or prior lien covering the Center, and no other assets of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claims.

ARTICLE 21: PROPERTY REMOVAL

- 21.1 **Tenant's Property.** For the purpose of this Article 21, the following shall be deemed to be Tenant's property: (a) all furniture, trade fixtures, equipment and movable personal property, other than those installed by or at the expense of Landlord; and (b) all inventory and stock in trade furnished by or at the expense of Tenant. Such property may be removed from the Premises by Tenant at any time, provided that items essential to the conduct of Tenant's business shall be replaced with items of similar purpose and quality during the Term. All of Tenant's property, except those items, if any, which Landlord may have given Tenant specific written permission to leave in the Premises, shall be removed upon expiration or termination of this Lease, and Tenant shall repair any damage to the Premises caused by such removal.
- 21.2 **Landlord's Property.** Regardless of which party may have installed or paid for them, or may own or have insurable interests in them during the Term, any and all improvements, betterments, materials, fixtures and equipment, affixed in any manner to the Building or the Premises (except trade fixtures and equipment installed and paid for by Tenant) shall become Landlord's sole property upon expiration or termination of this Lease. No such property may be removed from the Premises except upon the express written consent of Landlord; provided that Landlord shall have the right, at its option upon expiration or termination of the Term, to demand that Tenant remove any specific improvements, betterments or other items previously installed and paid for by Tenant and to restore the Premises to substantially the same condition as existed prior to Tenant originally taking possession of the Premises, all at Tenant's cost and expense; and Tenant shall promptly comply. By way of illustration and not in limitation, the following kinds of fixtures, improvements, betterments and other items shall be deemed to be Landlord's property unless otherwise determined by Landlord: attached carpeting and floor coverings; paneling, woodwork and moldings; doors and windows; attached mirrors; fixed walls and partitions; pipes, faucets, sinks, disposals, commodes, plumbing lines and plumbing fixtures of all kinds; lighting fixtures of all kinds and electrical outlets; HVAC ductwork, compressors, condensers, furnaces, boilers and other equipment; hot water heaters; fire suppression and sprinkler systems; floors, decks and mezzanines; built-in ovens, stoves, walk-in or non-moveable freezers or refrigerators and other kitchen equipment; suspended and fixed ceilings; fixed cabinetry and shelving; wall coverings; ceiling and attic fans and humidifiers; blinds, drapes, curtain rods and other window treatments; gazebos, gates, fences, trellises, trees, shrubs and plantings of all kinds; all similar items and all improvements and betterments to the Building, the Premises, and the Center.

ARTICLE 22: LANDLORD'S LIEN AND SECURITY AGREEMENT

- 22.1 **Landlord's Lien.** All property of Tenant which is now or hereafter may be in or upon the Premises, whether or not exempt from execution, shall be bound by and subject to a lien and also to the encumbrance of a security interest in said property, which Tenant hereby grants to Landlord in accordance with the provisions of the Uniform Commercial Code ("UCC") in the state in which the Premises are located, for the payment of all rents and charges herein reserved and for payment of any damages arising from Tenant's breach of any of the covenants or agreements of this Lease. In case of Default in the payment of Rent, Landlord may take possession of all or any parts of such property and sell or cause the same to be sold at public or private sale, with or without notice, to the highest bidder for cash, and apply the proceeds of said sale toward the costs thereof and then toward the debt and/or damages as aforesaid. Landlord's exercise of the security interest herein created shall cause Landlord's interest in said property to be senior to Tenant's interest therein for purposes of any replevin action brought against Landlord by Tenant.
- 22.2 **Optional Waiver.** Landlord may elect, in its sole discretion, to release or subordinate any and all rights it may have to claim a lien or other rights in or to Tenant's property. All Lenders claiming a security interest in any or all of Tenant's property may give Landlord written notice of their security interests upon or prior to expiration or termination of this Lease; and Landlord will contact said Lender if any such items remain in the Premises following expiration or termination of this Lease, provided that the Lender promptly removes the same upon demand by Landlord. Any items not so removed

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by Tenant or the Lender shall be deemed abandoned, and Landlord shall dispose of the same as it sees fit and retain all proceeds (if any).

- 22.3 **Non-Waivable Security Interest.** Regardless of who may have installed or paid for them, or who may own or have insurable interests in them during the Term, Landlord hereby affirms and asserts its lien rights in and to full ownership of all Landlord's property described in Section 21.2 above upon expiration or termination of this Lease, together with all replacements thereof and substitutions therefor. The provisions of this Lease shall constitute a security agreement under the Uniform Commercial Code in the state in which the Premises are located, for the payment of all rents and other charges reserved hereunder and for damages arising from the breach (if any) by Tenant of the covenants, terms or conditions of this Lease; and such security interest shall attach and apply to any and all improvements, betterments, equipment and other items installed by Tenant in the Premises (except Tenant's property described in Section 21.1 above), or otherwise comprising Landlord's property as described in Section 21.2 above. In the event of Default by Tenant in the payment of Rent or performance of any other covenant of this Lease, then Landlord shall have all rights and remedies prescribed in Article 19 above. Further, if Tenant fails to timely cure any such Default after written notice from Landlord, then Landlord or its successors or assigns also shall have the further right to take possession of the encumbered property or any part thereof and sell or cause the same to be sold at any public or private sale, with or without further notice to Tenant, to the highest bidder for cash. Landlord thereupon may apply the proceeds of such sale toward the costs of sale and then to Tenant's Rent obligations and Landlord's damages as aforesaid. No action of Landlord in expressly waiving any security or lien rights against Tenant's property shall ever be deemed to extend such waiver to Landlord's property as described in Section 21.2 above. Nothing herein, however, is intended to preclude Tenant from any proper financing of Tenant's property; provided that upon expiration or termination of this Lease, Landlord's property shall remain Landlord's, free and clear of any encumbrance on the part of Tenant or its Lenders.

ARTICLE 23: EMINENT DOMAIN

- 23.1 **Effects of Condemnation.** If all or any part of the Premises shall be taken by any public or quasi-public authority under the power of eminent domain, or conveyed to a public or quasi-public authority under the threat of the power of eminent domain, then the terms of this Lease shall cease as to that part of the Premises so taken or conveyed (hereafter referred to as the "condemned portion") from the date possession of the condemned portion shall be taken by the condemning authority. Unless this Lease is cancelled as hereafter provided, the Rent shall be reduced in proportion to the amount of the Premises taken, commencing with the date possession is acquired by the condemning authority. If the loss of the condemned portion will, based upon generally accepted standards applicable to Tenant's business on the Premises, have a significantly impairing effect on such business as to render the Premises unfit for its intended use, then Tenant may terminate this entire Lease. Such right to cancel may be exercised by Tenant only:
- (A) If Tenant gives Landlord at least ten (10) days' prior written notice of such cancellation;
 - (B) The effective date of such cancellation of the entire Lease is the same as, or after, the date possession was obtained of the condemned portion by the condemning authority; and
 - (C) Rent is paid in full to the effective date of such cancellation.
- 23.2 **Awards.** All damages awarded for any such taking shall belong to Landlord as its property, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee interest in the Premises; provided, however, that Landlord shall not be entitled to any portion of the award made to Tenant for loss of business, damage and depreciation to its inventory, stock, furnishings and trade fixtures, and the costs of removing and relocating the same. Tenant shall have the right to seek its own damages award from the appropriate governmental authority so long as Tenant's claim for damages does not interfere with, impact, or lessen the amount that would be awarded to Landlord.

ARTICLE 24: SALE AND MORTGAGE OF THE PREMISES

- 24.1 **Mortgage.** This Lease shall at all times be automatically subordinate to the lien of any mortgage or deed of trust loan now or hereafter placed upon Landlord's interest in the Premises or on the Center and land of which the Premises form a part. Upon the written request of any Lender or Landlord, Tenant shall subordinate its rights under this Lease to the lien of any mortgage or deed of trust subject to Tenant's right to quiet enjoyment of the Premises and rights under this Lease and shall execute and deliver a Subordination and Non-Disturbance Agreement to the Lender in a form approved

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by the Lender. In the event proceedings are brought for foreclosure of, or the exercise of a power of sale under any such mortgage or deed of trust, Tenant shall, upon request, attorn to the purchaser at any such foreclosure or sale and recognize such purchaser as Landlord under this Lease. Upon Landlord's request, Tenant shall promptly execute, acknowledge and deliver such instruments as are required to effect the intent of this section.

- 24.2 **Sale of Premises.** Landlord further reserves the right to sell or otherwise assign its interests in this Lease or the Premises, and no such action shall affect or otherwise impair this Lease. If Landlord conveys ownership of the Center or Premises or if Landlord assigns its interests in this Lease, then upon such conveyance or assignment, Landlord (and the grantor or assignor, in the case of any subsequent conveyances or assignments) shall be entirely released from all liability with respect to the performance of any obligations on the part of Landlord to be performed hereunder from and after the date of such conveyance or assignment so long as the buyer or other assignee assumes all such obligations of Landlord.
- 24.3 **Estoppel Certificates.** Tenant agrees to execute, acknowledge and deliver to and in favor of any Lender or purchaser of the Premises or Center, within fifteen (15) days after written request by Landlord, any estoppel certificate that may be reasonably requested. If such certificate is not returned during that period of time, then Landlord shall be deemed to have been given a power of attorney by Tenant for the specific purpose of completing the estoppel certificate and delivering the same to the requesting party. The completed estoppel certificate shall be deemed executed on behalf of, and under full authority by, Tenant. The estoppel certificate shall state, among other things: (a) whether this Lease is in full force and effect; (b) whether this Lease has been modified or amended and, if so, identifying and describing any such modification or amendment; (c) the date to which rents and any other charges have been paid; and (d) whether Tenant knows of any default on the part of Landlord or has any claim against Landlord and, if so, specifying the nature of such default or claim.
- 24.4 **Quiet Possession.** All other provisions of the Lease notwithstanding, so long as Tenant shall not be in default in the payment of rents or performance of the covenants of this Lease, Landlord shall not disturb Tenant's possession of the Premises, and Tenant shall be permitted to abate or withhold rent for any period where Landlord disturbs Tenant's quiet possession and Tenant is not otherwise in Default.

ARTICLE 25: INDEMNIFICATION

Except to the extent arising from the intentional or negligent acts of Landlord or Landlord's agents or employees, Tenant shall defend, indemnify and hold harmless Landlord from and against any and all third-party claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses, including, without limitation, court costs and attorneys' fees, arising from or relating to any violation of Law by Tenant, loss of life, diminution in value of the Center, damage or injury to persons, property or business occurring in the Premises, or directly or indirectly caused by or in connection with any violation of this Lease or Tenant's use of the Premises or Center by, or any other act or omission of, Tenant, any other occupant of the Premises, or any of their respective agents, employees or contractors. Without limiting the generality of the foregoing, Tenant specifically acknowledges that the indemnity undertaken herein shall apply to claims in connection with or arising out of any "Work" as described in Article 9, the use or consumption of any utilities in the Premises under Article 11, any repairs or other work by or for Tenant under Article 12 and the transportation, use, storage, maintenance, generation, manufacturing, handling, disposal, release or discharge of any "Hazardous Substance" as described in Article 30 by Tenant (whether or not such matters shall have been theretofore approved by Landlord), except to the extent that any of the same arises from the intentional or negligent acts of Landlord or Landlord's agents. The obligations in this Article 25 shall survive termination or expiration of this Lease.

ARTICLE 26: NOTICES AND SERVICE

- 26.1 **Receipt of Notice.** Any notice which either party desires or is required to deliver to the other shall be in writing and shall be effective and deemed received, (a) one (1) business day after deposit with a nationally recognized overnight courier service; or (b) upon delivery to Landlord or to Tenant or Tenant's manager in person; or (c) upon receipt or refusal, after being delivered by certified United States mail, postage prepaid, return receipt requested, addressed as follows:

To Tenant: At Tenant's address shown in Section 1.2.

With a copy to: megblystone@gmail.com

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To Landlord: Brain Dev 3 Sub, LLC
300 East 39th Street
Kansas City, MO 64111
Attn: S&B Ventures

With a copy to:
Bernard J. Craig
Craig Associates, P.C.
111 West 75th Street
Kansas City, MO 64114

or to such other or additional addresses of which either party may, from time to time, give written notice to the other.

- 26.2 **Consent to Service.** Tenant agrees that any action brought in connection with this Lease may be maintained in any court of competent jurisdiction in the county and state where the Premises are located.

ARTICLE 27: TIME AND UNAVOIDABLE DELAY

- 27.1 **Force Majeure.** In the event either party shall be delayed, hindered or prevented from performing any act required under this Lease by reason of Unavoidable Delay which is not the fault of the party delayed in performing, then performance of such act shall be excused for the reasonable period of the Unavoidable Delay, and the period for the performance of any such act shall be extended for a period equivalent to the reasonable period of such Unavoidable Delay.
- 27.2 **Timely Performance.** TIME IS OF THE ESSENCE OF THIS LEASE. All other provisions of this Lease notwithstanding, no Unavoidable Delay or other circumstance shall justify or excuse a delay or failure to make any payment required hereunder in a timely manner; provided that the commencement of the Lease or opening of the Premises for business and related Rent Commencement Date may be postponed due to an Unavoidable Delay.

ARTICLE 28: SAFETY AND SECURITY DEVICES, SERVICES AND PROGRAMS

Landlord shall have no obligation to provide any safety or security devices, services or programs for Tenant or the Center and shall have no liability for failure to provide the same or for inadequacy of any measures provided. However, Landlord may institute or continue such safety or security devices, services and programs as Landlord, in its sole discretion, deems necessary. The costs and expenses of instituting and maintaining such devices, services and programs shall be borne by Tenant as a part of Operating Costs, or as a separate, additional charge to Tenant based on Tenant's Proportionate Share or such other reasonable factors as Landlord shall determine. The parties acknowledge that safety and security devices, services and programs provided by Landlord, if any, while intended to deter crime and enhance safety, may not in given instances prevent theft or other injurious acts or ensure safety of parties or property. The risk that any safety or security device, service or program may not be effective, or may malfunction, or be circumvented, is assumed by Tenant with respect to Tenant's property and interests, and Tenant shall obtain insurance coverage to the extent Tenant desires protection against such acts and other losses, beyond that described in Article 14. Tenant agrees to cooperate in any safety or security program developed by Landlord or required by Law.

ARTICLE 29: ACCESS TO PREMISES

Landlord shall have the right, if it so elects, to enter upon the Premises at reasonable hours, with advance written notice (email shall suffice) to Tenant except in emergencies, for the purpose of inspecting the same, determining Tenant's compliance with this Lease, repairing or maintaining any pipes, conduits or ducts (whether the same are used in the supply of services to Tenant or to other occupants of the Building or adjacent buildings) or in connection with construction work or any other improvements, repairs or alterations in and about the Building. In connection with the foregoing, Landlord shall use good faith efforts to minimize interruption to Tenant's business operations at the Premises.

ARTICLE 30: HAZARDOUS SUBSTANCES

Tenant shall not use or allow the Premises or any portion of the Building or Center to be used for the Release, storage, use, treatment, disposal or other handling of any Hazardous Substance in violation of any Laws. The term "Release" shall have the same meaning as is ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended ("CERCLA"). The term "Hazardous Substance" means (i) any substance defined as a "hazardous

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substance” under CERCLA; (ii) petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas; and (iii) any other substance or material deemed to be hazardous, dangerous, toxic or a pollutant under any Laws.

Tenant shall (a) give prior notice to Landlord of any activity or operation to be conducted by Tenant at the Premises or anywhere in the Building or Center which involves the Release, use, handling, generation, treatment, storage, or disposal of any Hazardous Substance (“Tenant’s Hazardous Substance Activity”); provided, however, nothing herein shall permit the conduct of any Tenant’s Hazardous Substance Activity without the prior written consent of Landlord; (b) comply with all Laws, permits and licensing conditions governing the Release, discharge, emission, or disposal of any Hazardous Substance and prescribing methods for or other limitations on storing, handling or otherwise managing Hazardous Substances; (c) at its own expense, promptly contain and remedy any Release of Hazardous Substances arising from or related to Tenant’s Hazardous Substance Activity in the Premises, the Building, the Center, any area in the vicinity of the Center or the environment and remedy and pay for any resultant damage to property, persons and/or the environment; (d) give prompt notice to Landlord and all appropriate regulatory authorities of any Release of any Hazardous Substance in the Premises, Building, the Center, any area in the vicinity of the Center or the environment arising from or related to Tenant’s Hazardous Substance Activity, which Release is not made pursuant to and in conformance with the terms of any permit or license duly issued by appropriate governmental authorities (any such notice shall include a description of measures taken or proposed to be taken by Tenant to contain and remedy the Release and any resultant damage to property, persons or the environment); (e) at Landlord’s request from time to time, execute affidavits, representations and the like concerning Tenant’s best knowledge and belief regarding the presence of Hazardous Substances in the Premises; and (f) upon expiration or termination of this Lease, surrender the Premises to Landlord free from the presence and contamination of any Hazardous Substance.

Tenant agrees to and shall indemnify, defend and hold harmless Landlord, its successors and assigns from and against any and all liability, loss or expense, including, but not limited to, reasonable attorneys’ fees, arising from or connected with any contamination, claim of contamination, violation of Laws, judgment, loss or damage related to Tenant’s Hazardous Substance Activity. This provision shall survive termination of this Lease. Tenant agrees that the indemnity herein contained shall extend to any actions caused by Tenant and its agents, employees, contractors or invitees.

ARTICLE 31: RULES

Tenant shall comply with all of the rules which are set forth in Exhibit B attached to this Lease, as the same may be reasonably amended or supplemented hereunder (the “Rules”). Landlord shall have the right by written notice to Tenant to reasonably amend such Rules and supplement the same with other reasonable Rules relating to the Center or the promotion of safety, care, cleanliness or good order therein. Nothing herein shall be construed to give Tenant or any other party any claim against Landlord arising out of the violation of such Rules by any other tenant, occupant or visitor of the Center, or out of the enforcement, modification or waiver of the Rules by Landlord in any particular instance. Provided, however, Tenant shall be given a reasonable time to come into compliance with amended or new Rules issued by Landlord.

ARTICLE 32: PERSONAL PROPERTY TAXES

Tenant shall pay before delinquent, all taxes, assessments, license fees, charges or other governmental impositions assessed against or levied or imposed upon Tenant’s business operations, Tenant’s leasehold interest or based on Tenant’s use or occupancy of the Premises, or Tenant’s fixtures, furnishings, equipment, leasehold improvements, inventory, merchandise, and personal property located in the Premises (whether or not title shall have vested in Landlord pursuant to any provision hereof). Whenever possible, Tenant shall cause all such items to be assessed and billed separately from the property of Landlord and other parties. If any such items shall be assessed and billed with the property of Landlord or another party, Landlord shall include the same or an appropriate portion thereof in Operating Costs, or shall reasonably allocate the same or an appropriate share thereof between Tenant and such other party (and Tenant shall promptly pay the amount so allocated to Tenant).

ARTICLE 33: AMERICANS WITH DISABILITIES ACT

The parties acknowledge that the Americans With Disabilities Act of 1990, as amended (42 U.S.C. § 12101 *et seq.*) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the “ADA”) establish requirements for business operations, accessibility and barrier removal, and that such requirements may or may not apply to the Premises and Center depending on, among other things, (1) whether Tenant’s business is deemed a “public accommodation” or “commercial facility,” (2) whether such requirements are “readily

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achievable,” and (3) whether a given alteration affects a “primary function area” or triggers “path of travel” requirements. The parties hereby agree that (a) Landlord shall be responsible for ADA Title III compliance for the Building and in the Common Areas, except as provided below; (b) Tenant shall be responsible for ADA Title III compliance in the interior of the Premises, including any leasehold improvements or other work to be performed in the Premises under or in connection with this Lease that are performed by Tenant; and (c) Landlord may perform, or require that Tenant perform, and Tenant shall be responsible for the cost of ADA Title III “path of travel” requirements triggered by alterations in the Premises by Tenant. Tenant shall be solely responsible for requirements under Title I of the ADA relating to Tenant’s employees.

ARTICLE 34: REAL ESTATE LEASING COMMISSIONS

Tenant represents and warrants to Landlord that Tenant has had no dealings with any broker or agent in connection with this Lease other than Alex Thome of Reece Commercial Real Estate (“Broker”), and Tenant agrees to indemnify and hold Landlord, its successors or assigns harmless from and against any and all claims, liabilities and expenses (including, but not limited to, reasonable attorneys’ fees) imposed upon, asserted against or incurred by Landlord as a consequence of any breach of this representation. Tenant further agrees that Landlord shall have no obligation to pay (or reimburse Tenant) for any real estate commission, finder’s fee or other remuneration payable to any broker, consultant or lawyer contacted or retained by Tenant or its affiliates in connection with the renewal or extension of this Lease. Tenant acknowledges and understands that Landlord has a relationship and contract with S&B Ventures LLC regarding commission payments. Landlord agrees to pay S&B Ventures LLC and Reece Commercial Real Estate LLC under the terms of that agreement and to indemnify and hold Tenant, its successors or assigns harmless from and against any and all claims, liabilities and expenses (including, but not limited to, reasonable attorneys’ fees) imposed upon, asserted against or incurred by Tenant as a consequence of any breach of this representation.

At any time during the Term or during any Option Term (if applicable), Landlord reserves the right to relocate Tenant to a similar size space within the Center. Landlord acknowledges and agrees that should it relocate Tenant, all reasonable cost and expense for said relocation shall be paid by Landlord. Landlord agrees that it will, at its sole cost, provide comparable utility services and decor for Tenant and will make any improvements necessary to ensure the new space is comparable to the existing space in relation to both the Landlord’s Work and Tenant’s work performed hereunder. Landlord agrees that if the relocation space should be of somewhat smaller size than Tenant’s present space, then Tenant’s Rent shall be lowered to reflect the same rate per square foot that Tenant would otherwise have paid if the relocation had not occurred. In no event will Tenant be obligated to relocate to a new space that is smaller than 85% of the area of Tenant’s present leased premises. Landlord also agrees that during relocation it shall not cause Tenant to close the business operation for more than five (5) working days and, if Landlord should cause the business to be closed on working days, Tenant’s Rent shall be abated for the period of time that the business is closed removal.

ARTICLE 36: PARKING

Tenant and its employees shall park their cars and other motorized vehicles in areas as designated by Landlord or Landlord’s agent from time to time. Landlord or Landlord’s agent shall furnish Tenant with a map of available parking areas. Tenant shall not permit any delivery vehicles to be parked at the Center except for the minimum amount of time required to load or unload the vehicle. Tenant shall not permit any employee or business vehicles to be parked at the Center overnight.

ARTICLE 37: DEVELOPMENT INCENTIVE MATTERS

37.1 **Reserved.**

37.2 **Community Improvement District.** Tenant acknowledges that the Premises are located within the boundaries of the SOUTHSIDE PLAZA Community Improvement District (the “CID”), created under the City of Lee’s Summit, Missouri Ordinance No. 8984 on June 9th, 2020. Tenant agrees to comply and cooperate with reporting or any other obligations imposed by or due to the CID upon notice by Landlord, the CID, the Missouri Department of Revenue, the City of Kansas City, Missouri, or any other jurisdiction with governing authority.

Tenant acknowledges and consents that the Leased Premises are a part of the Southside Plaza Community Improvement District (“District”) created by ordinance of the City of Lee’s Summit, Missouri (“City”), that the District imposes a sales tax on Tenant’s eligible retail sales that will be applied toward the costs of the CID Project that will provide a generalized benefit to the Development. Tenant shall forward to the City copies of Tenant’s State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby

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acknowledges and agrees that the City and the District are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

- 37.3 **Other Incentives.** Tenant further acknowledges that Landlord may seek to finance portions of the Center or improvements related thereto through the use of other available economic incentive programs, including, but not limited to the formation of a Tax Increment Financing Redevelopment Area pursuant to R.S.Mo. §§99.800 through 99.865 or Transportation Development District pursuant to R.S.Mo. §§238.200, et seq. Tenant agrees to cooperate with Landlord's efforts so long as there is no substantial cost to Tenant and shall not oppose any application filed by Landlord in connection therewith.
- 37.4 **Sales Taxes.** Tenant acknowledges and agrees that any sales arising out of the Premises though fulfilled elsewhere (whether by catalogue, online, or mobile ordering or otherwise) shall be properly attributed to sales occurring in the Premises for sales tax purposes in accordance with applicable Law.

ARTICLE 38: INTERPRETATION AND CONSTRUCTION

- 38.1 **Reasonable Defined.** Whenever a party under this Lease must act reasonably or with reasonableness, reasonableness under all such circumstances shall mean on the basis of rational, objective facts and information sought and considered in good faith in order to make a decision on the matter at hand which adequately protects the interests of the party making the decision. Moreover, it is the intent and purpose of the parties that no judge, hearing examiner or arbitrator shall substitute his or her judgment for that of Tenant or Landlord hereunder, unless there is clear and convincing evidence which shows that such party is not acting in good faith.
- 38.2 **Waiver.** The waiver by Landlord or Tenant of the breach of any term, covenant or condition in this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition. No covenant, term or condition of this Lease shall be deemed to have been waived, unless such waiver is in writing signed by the party charged therewith.
- 38.3 **No Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the actual Rent and other charges herein reserved shall be deemed to be a compromise or agreement to accept such lesser sum in full satisfaction, nor shall any endorsement or statement on any check, or in any letter accompanying a check be deemed an accord and satisfaction as to such lesser amount.
- 38.4 **Severability.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each term, covenant and condition of this Lease shall be severable, valid and enforceable independently to the fullest extent permitted by Law.
- 38.5 **Survival of Landlord's and Tenant's Obligations.** All obligations of each of Landlord and Tenant which by their nature involve performance, in any particular, after the end of the Term, or which cannot be ascertained to have been fully performed until after the end of the Term, shall survive the expiration or termination of this Lease. Likewise, utility bills, Operating Costs, and other items payable by Tenant hereunder, the amounts of which may not have been ascertained or billed to Tenant upon the expiration or termination date, shall nonetheless be payable in full by Tenant within thirty (30) days after written notice thereof from Landlord.
- 38.6 **No Partnership.** Nothing in this Lease shall be deemed or construed by the parties hereto, nor by any third party, to create a relationship between the parties hereto other than that of Landlord and Tenant, nor does Landlord in any way or for any purpose become a partner in the conduct of Tenant's business, nor a joint venturer or a member of a joint enterprise of any kind with Tenant.
- 38.7 **Governing Law and Venue.** This Lease shall be governed by and construed under the laws of the state in which the Premises are located, and any proceeding arising out of this Lease shall be brought in a court located in the state in which the Premises are located and having jurisdiction for the city and county where the Premises are located. By executing and delivering this Lease, Tenant hereby irrevocably and unconditionally submits to the personal jurisdiction of such

court and agrees not to assert in any proceeding before any such court, by way of motion, as a defense or otherwise, any claim contesting or challenging the personal jurisdiction of such court.

- 38.8 **Non-Binding Effects and Amendments.** The submission of this Lease for examination or execution shall not constitute a reservation or an option for the Premises, and this Lease shall become effective only upon execution, delivery and acceptance hereof by both parties, subject to receipt of the consideration described in Section 7.1 above. Except as otherwise expressly provided herein, no subsequent alteration, amendment, change or addition to this Lease, nor any surrender of the Premises, shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.
- 38.9 **Headings.** The article and section headings used throughout this Lease are for convenience of reference only and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.
- 38.10 **Entire Agreement; Amendments.** This Lease comprises the entire agreement and understanding of the parties; and all prior negotiations, correspondence, proposals, verbal understandings and other prior documents are hereby merged into this Lease, which shall not be amended or modified except by a formal written instrument executed by both parties.
- 38.11 **Integration.** It is the expressed intent of each party that the provisions of this Lease be construed and interpreted in harmony as an integrated whole to the maximum extent possible. However, in the event of an irreconcilable conflict between the language in the Special Provisions Rider, if any, and the language in the General Provisions of this Lease, the Special Provisions Rider shall govern.
- 38.12 **Counterparts and Copies.** This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute one and the same Agreement. A copy of the fully-executed Lease shall have the same force and effect as an original of the fully-executed Lease.
- 38.13 **Waiver of Jury Trial.** LANDLORD AND TENANT HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER WITH RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS]

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WITNESSING THEIR AGREEMENT and intending to be legally bound, the parties have executed this Retail Lease as of the day and year first above written.

LANDLORD: BRAIN DEV 3 SUB, LLC,
a Missouri limited liability company

By: S&B VENTURES, LLC,
a Missouri limited liability company,
Its: Manager

DocuSigned by:
Andrew Brain
D428C43E810E484
Name: Andrew Brain
Title: Authorized Signatory

TENANT: PF COMICS, LLC
a Missouri limited liability company

By: PF COMICS, LLC
Name: Matthew Blythe
Title: member

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**THE ATTACHED SPECIAL PROVISIONS RIDER
IS INCORPORATED INTO AND
MADE AN INTEGRAL PART OF THIS LEASE**

THIS SPECIAL PROVISIONS RIDER (the "Rider") is made and entered into this 17th day of April, 2023 by and between BRAIN DEV 3 SUB, LLC, a Missouri limited liability company (hereinafter referred to as "Landlord"), and PF COMICS, LLC, a Missouri limited liability company (hereinafter referred to as the "Tenant").

WHEREAS, Landlord and Tenant have executed that certain Retail Lease dated as of even date herewith (the "Lease") for the premises located at 836 SW Blue Parkway, Lee's Summit, Missouri 64063, in the Southside Plaza Shopping Center and as more specifically defined in Section 1.3 of the Lease (the "Premises"); and

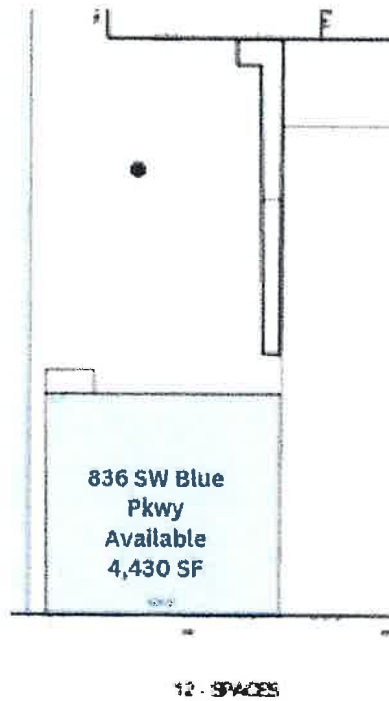
WHEREAS, Landlord and Tenant desire to modify and supplement the terms and provisions of the Lease by the addition of the following provisions.

NOW THEREFORE, it is the intent of the parties hereto that the following provisions shall be incorporated into, and given full force and effect, in the Lease:

1. **Document to Govern.** The terms and conditions contained herein modify and supplement the Lease. Whenever any inconsistency or conflict exists between this Rider and the Lease, the terms of the Rider shall prevail.
2. **HVAC.** Tenant's expense for each Lease Year for maintenance, repair and replacement of HVAC parts and equipment shall not exceed \$1000.00 with the annual period to be calculated beginning as of the Rent Commencement Date.
3. **Holidays.** Tenant may, but shall not be required to be, open for business on any federal or Missouri state Holidays.
4. **Sale of Pre-packaged Food Items.** Tenant shall be allowed during the Term to sell pre-packaged foods items such as candy, chips or other snacks, and canned or bottled soda, or to install vending machines for such items.
5. **Assignment to Affiliates.** Tenant may assign the Lease to any subsidiary or affiliate of Tenant's under common control with Tenant with Landlord's consent.

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EXHIBIT A
LOCATION OF PREMISES, BUILDING, AND CENTER



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WB**EXHIBIT B****RULES**

- (1) **Common Areas.** Tenant shall not use the Common Areas, including areas adjacent to the Premises, for any purpose other than ingress and egress, and any such use thereof shall be subject to the other provisions of this Lease, including these rules. Without limiting the generality of the foregoing, Tenant shall not use the Common Areas to canvass, solicit business or information from, or distribute any article or material to, other tenants, occupants or invitees of the Center. Tenant shall not allow any debris or personal property of Tenant to remain in any passageway, sidewalk, court, corridor, stairway, entrance, exit, elevator, shipping area, or other area outside the Premises except motor vehicles parked in designated parking areas. Janitorial closets, utility closets, telephone closets, broom closets, electrical closets, storage closets, and other such closets, rooms and areas shall be used only for the purposes and in the manner designated by Landlord, and may not be used by Tenant, or its contractors, agents, employees, or other parties without Landlord's prior written consent. No motorized vehicle may be parked on pedestrian walkways or sidewalks. No commercial trucks, trailers, mobile homes, boats, boat trailers, campers, tents or any other form or type of unlicensed off-road recreation or work vehicles shall be parked anywhere on the property unless making a delivery, specified in the Lease, or specified in a written agreement for a limited event. Tenant, their employees, guests, agents or other visitors will obey parking rules. Employees are to park in designated areas and not in customer parking directly in front of store entrances. Any vehicle left overnight on the property, found not to be legally licensed or abandoned will be towed away at the expense of its owner.
- (2) **Trash.** Tenant shall keep the Premises in a neat, clean, good and sanitary condition. Food stored on the Premises shall be stored appropriately to prevent ready access by pests and vermin. All garbage, refuse, trash, and other waste shall be kept in the kind of container, placed in the areas, and prepared for collection in the manner and at the times and places specified by Landlord, subject to Article 30 respecting Hazardous Substances. If Landlord designates a service to pick up such items, Tenant shall use the same at Tenant's cost, and Landlord may require Tenant to contract directly for such service with the designated service provider. If Landlord shall provide or arrange for such service, Tenant shall pay to Landlord Tenant's Proportionate Share of the cost thereof (or such other share as Landlord may fairly and reasonably determine) on or before the first day of each calendar month in advance, or Landlord may include such charges in Operating Costs. Landlord reserves the right to require that Tenant participate in any recycling program designated by Landlord. If Tenant is permitted under this Lease to handle food stuffs, garbage and refuse shall be stored and daily removed from the Premises in leak proof containers; and, if there should be any leakage, Tenant shall clean and remove any evidence of such leakage at its expense. Trash cans may be provided along the covered entrance to building stores and are for customer trash only. Tenants and their employees should use their own trash containers in the Premises. Containers for disposal of cigarettes and other smoking materials may be provided and these items should not be placed in trash cans or on the sidewalk.
- (3) **Fire Protection.** If Landlord installs or has heretofore installed a supervised fire sprinkler and/or alarm system for the protection of the Center, Tenant shall pay to Landlord Tenant's Proportionate Share of the cost thereof (or such other share as Landlord may fairly and reasonably determine) on or before the first day of each calendar month in advance, or Landlord may include such charges in Operating Costs. Tenant shall accept responsibility to install, periodically test, replace any batteries, and properly maintain smoke detectors in the Premises. These devices are not to be disabled at any time.
- (4) **Pets and Pest Control.** Tenant will not keep any pets in or about the Premises except for those specified in the Lease. No pets may "visit" except those assisting the handicapped. Tenant shall, at Tenant's cost, select such pest and rodent extermination contractor, and arrange for pest control at such intervals as may reasonably be required, but in no event less than monthly, or in the alternative, from time to time. At Tenant's request, Landlord may arrange for pest control (in which case, Tenant shall pay to Landlord Tenant's Proportionate Share of the cost thereof, or such other share as Landlord may fairly and reasonably determine, on or before the first day of each calendar month in advance, or Landlord may include such charges in Operating Costs). Tenant shall provide Landlord with evidence of Tenant's compliance with this provision within five (5) days after Landlord's written request.
- (5) **Plumbing Equipment.** The toilet rooms, urinals, wash bowls, drains and sewers and other plumbing fixtures, equipment and lines shall not be misused or used for any purpose other than that for which they were constructed, and no foreign

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substance of any kind whatsoever shall be thrown therein. The Tenant will pay any damage resulting from misuse of such fixtures and plumbing.

- (6) **Grease Traps.** Tenant shall properly maintain, clean, repair and replace adequate grease traps. If Tenant shall operate a restaurant in the Premises, Tenant shall clean all grease interceptors no less than four (4) times per year.
- (7) **Roof; Awnings and Projections.** Tenant shall not install any aerial, antennae, satellite dish or any other device on the roof, exterior walls, or Common Areas of the Center without Landlord's prior consent. Tenant may install and have access to rooftop HVAC equipment only to the extent approved in writing or required by Landlord from time to time in connection with Tenant's obligations under this Lease. No awning, signs, signals, illumination, advertisements, notices or other projection shall be attached by or for Tenant to the exterior walls of the Premises or the Building without Landlord's consent, in its sole discretion.
- 8) **Locks and Keys.** Tenant shall be solely responsible for changing locks upon commencement of Lease and maintaining their own key security for the Premises. No keys will be given to Landlord, its employees or contractors except upon termination of the Lease when premises are returned. Upon termination of this Lease or Tenant's right to possession, Tenant shall advise Landlord as to the combination of any vaults or locks that Landlord permits to remain in the Premises.
- (9) **Food, Beverages, Game and Vending Machines.** Except to the extent expressly permitted under Article 1 of this Lease, Tenant shall not: (i) use the Premises for the manufacture, preparation, display, sale, barter, trade, gift or service of food or beverages, including, without limitation, intoxicating liquors, or (ii) install, operate or use any video, electronic or pinball game or machine, or any coin or token operated vending machine or device to provide products, merchandise, food, beverages, candy, cigarettes or other commodities or services, including, but not limited to, pay lockers, pay toilets, scales, and amusement devices; provided, however, that Tenant may install vending machines for the sale of non-alcoholic beverages, food and candy in an area not visible from the sale area or exterior of the Premises for the exclusive use of Tenant's employees.
- (10) **Labor Relations.** Tenant shall conduct its labor relations and relations with employees so as to avoid strikes, picketing and boycotts of, on or about the Premises or Center. If any employees strike, or if picket lines, or boycotts or other visible activities objectionable to Landlord are established, conducted, or carried out against Tenant, its employees, agents, contractors, or subcontractors in or about the Premises or Center, Tenant shall immediately close the Premises and remove or cause to be removed all such employees, agents, contractors, and subcontractors until the dispute has been settled.
- (11) **Prohibited Activities.** Tenant shall not: (i) use strobe, flashing lights or rotating spotlights in or on the Premises (or other areas of the Center) or in any signs for the Premises; (ii) use, sell or distribute leaflets, handbills, bumper stickers, other stickers or decals, balloons or other such articles in the Premises (or other areas of the Center); (iii) operate any loudspeaker, television set, phonograph, radio, CD player or other musical or sound producing instrument or device so as to be heard outside the Premises; (iv) operate any electrical or other device which interferes with or impairs radio, television, microwave, or other broadcasting or reception from or in the Center or elsewhere; (v) bring or permit any bicycle or other vehicle or dog (except in the company of a blind party) or other animal, fish or bird in the Center; (vi) make or permit objectionable noise, vibration, smoke, fumes, vapors or odors to emanate from the Premises or any equipment serving the same; (vii) do or permit anything in or about the Premises or any other areas of the Center that is unlawful, immoral, obscene, pornographic, or which tends to create or maintain a nuisance or do any act tending to injure the reputation of the Center; (viii) use or permit upon the Premises or other areas of the Center anything that violates the certificates of occupancy issued for the Premises or the Center, or causes a cancellation of Landlord's insurance policies or increases Landlord's insurance premiums (and Tenant shall comply with all requirements of Landlord's insurance carriers, the American Insurance Association, and any board of fire underwriters); (ix) use the Premises for any purpose, or permit upon the Premises or any other areas of the Center anything that may be dangerous to parties or property (including, but not limited to, flammable oils, fluids, paints, chemicals, firearms or any explosive articles or materials); nor (x) do or permit anything to be done upon the Premises or any other areas of the Center in any way tending to disturb, bother or annoy any other tenant at the Center or the occupants of neighboring property.
- (12) **Responsibility for Compliance.** Tenant shall be responsible for ensuring compliance with these Rules, as they may be amended from time to time, by Tenant's employees and, as applicable, by Tenant's agents, invitees, contractors, subcontractors and suppliers.

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EXHIBIT C

SIGN CRITERIA

LOCATION:	Southside Plaza Shopping Center, Kansas City, Missouri
ZONING DISTRICT:	ZONING
TYPE OF SIGN:	Individual channel letters and logo internally illuminated with a translucent plexi-glass face mounted on raceway.
LIGHT SOURCE:	Neon tube 15 ml.
SIGN LOCATION:	Each sign shall be mounted on the exterior of the Premises in the area designated and in a manner designated by Landlord
LETTER SIZE AND LOGO:	The maximum letter height shall be 21" and the minimum height shall be 15". The maximum cabinet height for each corporate logo shall not exceed 21" (all signs shall not exceed 10% of the exterior wall area as described in City of Lee's Summit, Missouri Zoning Code).
COLOR:	Colors may vary but must be approved by Landlord prior to installation.
LETTER STYLE:	With Landlord's written approval, Tenant may use its logo and letter style.
SIGN CONTENT:	Sign content shall be limited to the business name or trade name and company/corporate logo.
LOGOS:	Logos are permitted so long as the area of letters and logo do not exceed 10% of the exterior wall area of the Premises.
ADDITIONAL LIMITATIONS APPLICABLE TO ALL SIGNS:	<p>This document shall govern in the event of any conflict with <u>Exhibit C-1</u> of the Lease or the Lease terms.</p> <p>All signage must comply with applicable zoning and electrical codes.</p> <p>All signs must meet UL requirements.</p> <p>All sign types subject to Landlord's written approval.</p> <p>Sign must be a minimum of one foot from each edge of the exterior of the Premises and positioned so that it is centered on the façade.</p> <p>Signage must be illuminated after dark to create a consistent look throughout the shopping center. Any replacement of bulbs or repairs to signs necessary to keep them lighted is the Tenant's responsibility.</p> <p>Interior signage is permissible upon prior written approval from the Landlord, however, the Landlord retains the right to restrict any and all forms of interior signs which may harm the quality of the Center or affect common lighting.</p>
CONTACT:	Each Tenant may choose any sign company who will conform to the Landlord's sign criteria.
LANDLORD APPROVAL:	Tenant will submit its signage package to Landlord for approval.

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WB**EXHIBIT D****LEASE GUARANTY**

THIS LEASE GUARANTY (the "Guaranty") is given this 17th day of April, 2023, by Megan E. Blystone & Wallace L. Blystone ("Guarantor"), with an address at 836 SW Blue Pkwy, Lee's Summit MO, 64063, to Brain Dev 3 Sub, LLC ("Landlord").

WITNESSETH:

In order to induce Landlord to demise to PF Comics, LLC ("Tenant") certain premises (the "Premises") located in the Southside Plaza Crossing Shopping Center, and more specifically at 836 SW Blue Pkwy, Lee's Summit City, Missouri 64063, and as further defined in that Retail Lease dated as of even date herewith between Tenant and Landlord (the "Lease"), Guarantor agrees as follows:

1. That he does hereby unconditionally and absolutely guarantee to Landlord the full, prompt and complete payment by Tenant of the Rent and all other sums payable by Tenant under the Lease and the full, prompt and complete performance by Tenant of all and singular the terms, covenants, conditions and provisions in the Lease required to be performed by Tenant.
2. That he does hereby waive notice of acceptance hereof and any and all other notices which by law or under the terms and provisions of the Lease are required to be given to Tenant, and he also waives any demand for or notice of Default of the payment of Rent and other sums payable by Tenant under the Lease and the performance of all and singular the terms, covenants, conditions and provisions in the Lease required to be performed by Tenant; and Guarantor does further expressly hereby waive any legal obligation, duty or necessity for Landlord to proceed first against Tenant or to exhaust any remedy Landlord may have against Tenant, it being agreed that in the event of Default or failure of performance in any respect by Tenant under the Lease, Landlord may proceed and have right of action solely against either Guarantor or Tenant or jointly against Guarantor and Tenant.
3. That any modification, amendment, change or extension of any of the terms, covenants or conditions of the Lease which Tenant (which term shall include, without limitation, a trustee in bankruptcy, receiver, sub-Tenant, assignee or successor in interest) and Landlord may hereafter make; or any forbearance, delay, neglect or failure on the part of Landlord in enforcing any of the terms, covenants, conditions, or provisions of the Lease; or any assignment of the Lease by Tenant (whether voluntarily or by operation of law), shall not in any way affect, impair, or discharge Guarantor's unconditional liability to Landlord hereunder, nor shall Guarantor's liability hereunder be impaired, affected, or discharged by any act done or omitted to be done or by any waiver by either Landlord or Tenant, notwithstanding that Guarantor may not have consented thereto or may not have notice or knowledge thereof.
4. That this Guaranty shall continue during the entire Term of the Lease and any renewals or extensions thereof and until Tenant has fully discharged all its obligations thereunder, and that this Guaranty shall not be diminished by any payment of Rent or performance of the terms, covenants or conditions of Tenant by Guarantor, until each and all of Tenant's obligations under the Lease have been fully discharged e
5. That in the event Tenant shall become insolvent or shall be adjudicated a bankrupt, or shall file a petition for reorganization, liquidation, or for the adjustment of debts of an individual with regular income or for similar relief under any present or future provision of the Federal Bankruptcy Code, or if such a petition filed by a creditor of Tenant shall be approved by a court, or if Tenant shall seek a judicial readjustment of the rights of its creditors under any present or future federal or state law, or if a receiver or trustee of all or part of its property and assets is appointed by any state or federal court, and in any such proceeding the Lease shall be terminated or rejected as between Landlord and Tenant, the Guarantor shall have the option to either: (i) enter into a new lease with Landlord for the balance of the Term of the Lease remaining as of the date of such termination or rejection, on the same terms, covenants, and conditions as are set out in the Lease (including the obligation of Guarantor to pay the entire amount of any Rent due) and the new lease shall continue in full force and effect in accordance with its terms as a lease between Landlord and Guarantor as Tenant, or (ii) agree to terminate the Lease (to the extent Guarantor has the authority to direct Tenant) and/or Guarantor's rights in the Lease and to have Tenant vacate the Premises and pay Rent to Landlord in a lump sum amount. Guarantor shall provide written notice to Landlord of his election of the option discussed herein within ten (10) days of the date on which Tenant becomes insolvent or a petition as discussed within this Paragraph 5 is filed by Tenant or a creditor of Tenant. Should Guarantor fail to make an election within the applicable time period, Landlord shall have the right to make such election on behalf of Guarantor by providing written notice to Guarantor of the same. Guarantor's obligation to enter into the new lease as aforesaid shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Tenant or its estate in bankruptcy resulting from the operation of any present or future provision of the Federal Bankruptcy Code or other statute, or from the decision of any court. PROVIDED, HOWEVER, nothing set forth in this paragraph shall be construed to affect or limit Landlord's rights or remedies under the Lease which may be applicable by reason of the occurrence of any of the events referred to in this paragraph.
6. That Guarantor shall not be entitled to make any defense against any claim asserted by Landlord in any suit or action instituted by Landlord to enforce this Guaranty or the Lease or be excused from any liability hereunder which Tenant could not make or

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invoke, and Guarantor hereby expressly waives any defense in law or in equity which is not or would not be available to Tenant, it being the intent hereof that the liability of Guarantor hereunder is primary and unconditional.

7. That in the event suit or action be brought upon and in connection with the enforcement of this Guaranty, Guarantor shall pay reasonable attorneys' fees and all court costs incurred by Landlord.

8. That this Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of Guarantor and shall inure to the benefit of Landlord and its successors and assigns.

9. That if more than one party executes this Guaranty, the term "Guarantor" as used herein shall be deemed and taken to mean all parties who execute this Guaranty, whose obligations hereunder shall be joint and several. If more than one guaranty is executed to secure the Lease, the obligations of all guarantors under all guarantees of the Lease shall be joint and several.

10. Guarantor agrees that any action brought in connection with this Guaranty shall be maintained in any court of competent jurisdiction in Jackson County, Missouri. Guarantor agrees to, and hereby does, waive the defenses of forum non conveniens or improper venue with respect to any action brought in connection with this Lease.

11. Any capitalized terms used herein that are not otherwise defined shall have the meaning given to them in the Lease.

12. If a married individual executes this Guaranty, the spouse of such married individual must also execute this Guaranty as a Guarantor. If no spouse executes this Guaranty, the individual Guarantor hereby represents and warrants to Landlord that such individual Guarantor is not married or does not jointly own any assets with another individual.

13. THAT GUARANTOR HEREBY EXPRESSLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS GUARANTY.

WHEREAS, in witness and agreement of the above terms and conditions of this Lease Guaranty, the undersigned party or parties agree to be fully bound by the date first indicated above.

By:



Guarantor

SSN #:

499 02 6873

By:



Guarantor

SSN #:

499904442

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w/3**EXHIBIT E****DESCRIPTION OF LANDLORD'S WORK AND TENANT'S WORK**

Within ten (10) days after the Delivery Date, Landlord and Tenant will inspect the Premises and develop a Punch List. Landlord will complete (or repair, as the case may be) the items described on the Punch List with commercially reasonable diligence and speed, subject to delays caused by Tenant Delays and Force Majeure. If Tenant refuses or fails to inspect the Premises with Landlord within such ten (10) day period, Tenant is deemed to have accepted the Premises as delivered.

LANDLORD'S WORK -Flooring:

LVT installed by both entrance doors and in bathrooms, 25%

Carpet installed in the rest of the space, 75%

New cove base throughout entire space

Painting:

New paint in entire space

Ceiling:

Replace damaged ceiling tiles & grid, install newer LED lighting throughout

Register:

Construct a check-out counter (10x10 or 12x12 that can accommodate 2 people) with merchandise display cases and electrical power to support a POS system per the attached drawings (Exhibit E-1)

Bathrooms:

Both should be in working order, and Landlord will extend the flooring and new paint throughout bathrooms

TENANT'S WORK -Dividing Wall:

Construction of a floor to ceiling wall dividing the Premises and two corresponding doors per the attached drawings (Exhibit E-1)

Once Exhibits E-1 and E-2 are finalized and approved via email by both Landlord and Tenant, they will be incorporated by reference into this Lease.

NB
w/B**Exhibit F - eCheck Authorization Form**

I authorize _____ to initiate either an electronic debit or to create and process a demand draft against my bank account according to the terms outlined below. I acknowledge that the origination of ACH transactions to my account must comply with the provisioning of United States law.

Terms of Billing

☐ Starting on _____ and on the ____ day of each month until cancelled for the amount of _____.

Bank Information

Routing Number: 301081508
Account Number: 3802102610
Account Type: ☒ Checking ☐ Savings, ☐ Consumer ☒ Business

This payment authorization is to remain in full force and effect until I, MEGAN BLYSTONE, notify _____ of its cancellation by sending written notice in such time and in such manner to allow both _____ and the receiving financial institution (_____) a reasonable opportunity to act on it.

Customer Signature:

Customer Printed Name:

Date:


MEGAN BLYSTONE
04/17/2023