

ADAIR COUNTY COMMISSION MINUTES
MONDAY, AUGUST 23, 2021
10TH DAY JULY ADJOURNED

The Adair County Commission convened at 8:30 a.m. on August 23, 2021, at the Courthouse in Kirksville. Presiding Commissioner Shahan and Commissioner King were present. Commissioner Thompson was absent.

At 9:00 a.m., Huber and Associates, CTS representatives, and Bill Bray from TelePlus Solutions met in the Commissioner's Office to discuss IT requirements for the Courthouse renovation and connectivity to off sight County offices. They inspected areas of the courthouse and off sight premises to discuss the needed services. Commissioner Shahan signed AT&T documents to proceed with installation of the services.

At 10:00 a.m., the Commission attended the annual Collector's Back Tax Sale. Adair County Collector, Sonja Harden, presented two properties for auction. It was the first offering on both pieces of property. There was not a bid on either property, which resulted in a "No Sale".

Commissioner King moved to partner with the City of Kirksville to publish a joint statement informing the public of the existence of a Use Tax. Presiding Commissioner Shahan seconded the motion. Both voted in favor of the motion. Both the City and County were statutorily required to publish the existence of the tax.

The Adair County Commission adjourned at 4:00 p.m. on August 23, 2021.

Unscheduled Public Walk-Ins and other Non-Agenda Items for Monday, August 23, 2021:

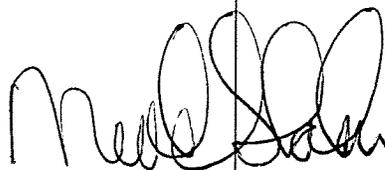
None

Continued on page 371.

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES MONDAY, AUGUST 23, 2021

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IN REF. ORDER NO 8 Public Notice of Existence of Use Tax

Page 2

PUBLIC NOTICE
NOTICE OF EXISTENCE OF USE TAX;
USE TAX RATE, APPLICABILITY, AND RATE
MODIFICATION REQUIREMENT
as required by DCS for HCS for SS for
SSS for SR Nov. 1983 & 97

The City of Adair and the County of Adair previously adopted and have in force a use tax. The use tax rate for the City is currently 2.0% and the use tax rate for Adair County is currently 1% both of which are equal to the total use tax rate for each entity. The use tax applies to and impacts certain purchases made out of state vendors. A use tax in the equivalent of a sales tax is purchased on the use tax rate and is levied on the buyer and on certain taxable business transactions.

The use tax rate is equal to the total use tax rate for the City and the rate for the County. If any local sales tax is reported or the rate based is reduced or raised by either amount, the total use tax rate shall also be adjusted to be reported, reduced, or raised by the same action regarding, reducing, or raising the local sales tax pursuant to Section 143.07 of the Revised Statutes of Missouri. The notice was sent to the City of Adair on the City website at <http://www.adairmo.com> or in the office of the Adair County Clerk or Missouri City Clerk.

We, Sandra J. Collop, Adair County Clerk and Mark A. Shahan, City Clerk for the City of Adair, Missouri, do hereby certify that the foregoing is to the best of our knowledge and belief, correct.

Dated this 16th day of September, 2021.

IN REF. ORDER NO 9 Fully Executed Commercial Lease Agreement for 310 N. Elson/124 W. Missouri Street

Commercial Lease (Single Tenant)

THIS COMMERCIAL LEASE ("LEASE") is made and entered into by and between (insert name of owner) Great Lakes, Michigan Leasing ("Landlord"), and (insert name of tenant) Adair County ("Tenant").

WITNESSETH Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises (as defined below), all on and subject to the terms and conditions described in this Lease.

1. BASIC TERMS: The following definitions and basic terms apply to this Lease.

The "Term" shall consist of the Base Term and any extension or renewal thereof (if any, per Section 3 below). The "Base Term" shall be for a period of 3 years and 6 months, starting on September 1, 2021, or such other date as may be provided in Section 5A ("Commencement of Term").

"Monthly Rent": Lease Year 2122: \$ 1,100.00 per month; \$ N/A per square foot
(All in all blocks) Lease Year: \$ _____ per month; \$ _____ per square foot
Lease Year: \$ _____ per month; \$ _____ per square foot

"Premises" means the rentable square feet in the building commonly known as (the "Building") and the "Land" located at 310 N. Elson / 124 W. Missouri Street

Street Address: 310 N. Elson / 124 W. Missouri Street City: Adair MO 63501 Zip Code: Adair County

The parties stipulate that the above measurements are accurate for purposes of this Lease (including all Rent and other charges). For purposes of this Lease, the Building and the Land are both included as part of the Premises.

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

(If any parking spaces) are included as part of the Premises, identify below by checking and completing all that apply:

Attached Garage Other location (identify): _____

Number of Spaces = Reserved Unreserved Other (describe): _____

Notes: If any separate charges or fees (in addition to Monthly Rent set forth herein) are to apply with respect to parking or otherwise, then the parties should specify such in the "Special Agreements" section of this Lease.

Tenant shall pay Landlord an Additional Rent of the following: (Check one for each category)

Taxes: all the "Increase" in, or none; and
Insurance: all the "Increase" in, or none, or none.

"Increase" means the increase in each amount over and above the amount actually incurred for the last full calendar year prior to the calendar year in which the Term starts.

"Insurance" means all fire and extended hazard or "all risk" casualty coverage, including but not limited to earthquake, flood, water leakage, theft, vandalism and malicious mischief (up to 100% of replacement cost), general liability, loss of rental income, and any other insurance maintained by Landlord in connection with the Premises at any time during or applicable to the Term as is customarily maintained in the industry for similar properties.

"Operating Expenses" include without limitation all costs incurred for any security, lighting, painting, cleaning, maintenance, repairs, replacements and services performed or provided by or on behalf of Landlord in operating and managing the Premises as required or permitted hereby, along with the cost of all materials, operating equipment, supplies and utilities consumed or provided in connection therewith at any time during or applicable to the Term.

"Rent" means Monthly Rent, together with any Percentage Rent, reimbursements for Operating Expenses, Taxes and Insurance, and all other fees, costs or amounts to be paid by Tenant to Landlord pursuant to the terms of this Lease (which are sometimes collectively referred to herein as "Additional Rent").

The "Security Deposit" shall be \$ 9,000 (spell out) and Zero/100.

"Taxes" means all real estate taxes, including all ad valorem taxes and levies and all installments of all general or special assessments, which may accrue or be levied or assessed by any lawful authority at any time during or applicable to the Term with respect to the Premises or the Rent charged hereunder.

The "Trade Name" of Tenant (if any) is _____

2. RENT AND OTHER TENANT PAYMENTS:

A. Payment of Rent. Tenant shall pay all monthly installments of Monthly Rent in advance on the first day of each month during the Term provided, however, that Tenant shall pay the first full installment of Monthly Rent (together with any partial Monthly Rent due as set forth below) concurrently with the execution of this Lease. If the Term commences or ends on a day other than the 1st day of the month, Monthly Rent for such month shall be prorated on a daily basis. Tenant's

53 consent to pay Rent is independent of every other covenant set forth in this Lease. Unless otherwise specified as set forth
54 herein, Additional Rent shall be due and payable no later than thirty (30) days after Notice thereof is delivered to Tenant
55 (but no more frequently than monthly). Subject thereto, all Rent shall be paid without demand on or before the date when
56 due without deduction, set-off, counterclaim or a grace period whatsoever. All Rent shall be payable to Landlord and shall
57 be delivered (along with any Security Deposit and any Notice called for hereunder) to the address set forth below the
58 signature of Landlord (or its Property Manager, as the case may be) on the last page of this Lease, or to such other person
59 or place as Landlord may from time to time direct by Notice to Tenant.

60 B. Electronic Payment. Tenant (Check one) does does not authorize Landlord to electronically withdraw from
61 Tenant's Account (hereinafter defined) payments of (Check one): Monthly Rent (only if 2) all Rent, during the Term,
62 Tenant shall notify Landlord of the name and address of the bank, credit card or financial institution in which Tenant's
63 account (the "Account") is located and the number of the Account, and execute authorization forms acceptable to Landlord
64 the payment of Rent as above provided. Tenant shall retain sufficient amounts in the Account for monthly withdrawals
65 throughout the Term. If Tenant desires to change the Account to another financial institution, Tenant shall give Landlord
66 thirty (30) days prior Notice thereof and execute authorization forms to enable Landlord to electronically withdraw Rent as
67 above provided, without Notice.

68 C. Percentage Rent. (If the following is not intended to apply, insert "N/A" or "Not Applicable".) This
69 paragraph shall only be completed for a lease providing a retail sale. Tenant shall pay, as "Percentage Rent", for
70 each Lease year the amount (if any) by which _____ percent (1/100, 1/10, 1/5) of the amount of Tenant's Gross Sales
71 (as defined below) during such Lease Year exceeds the total amount of Monthly Rent for such Lease Year. The first "Lease
72 Year" shall commence on the first day of the first full calendar month of the Term and shall end at the close of the benefit
73 calendar month. "Gross Sales" shall include the aggregate of all sales and charges for services rendered or performed
74 and business conducted, whether wholesale or retail and whether for cash or credit, made in, upon or from the Premises
75 by Tenant and all of its licensees, concessionaires and subsidiaries, but shall not include sales taxes or similar taxes
76 collected from customers for governmental agencies, rates or returns, refunds or allowances
77 made by Tenant to its customers. Tenant shall furnish Landlord with a written statement showing the amount of Gross
78 Receipts for the Premises from the beginning of the Lease Year to the end of the calendar month immediately preceding
79 the delivery of such statement, and shall pay any such Percentage Rent due, within thirty (30) days after the last day of
80 each quarter of each Lease Year. Such statement shall be signed by Tenant and certified to be correct, by either a certified
81 public accountant or a financial officer of Tenant, and in such form and content as Landlord may reasonably determine.
82 D. Audit. Landlord agrees to keep accurate records concerning Operating Expenses, Taxes and Insurance, and (if
83 Tenant is required to pay Percentage Rent) Tenant agrees to keep accurate records concerning Gross Sales, for a
84 minimum of two (2) years after either incurring such costs or making such sales. Upon thirty (30) days' prior Notice, either
85 party, at its sole cost and expense, may examine the other party's records (no more than once per year). If such examination
86 reveals a misstatement of four percent (4%) or more (per year for Operating Expenses, Taxes and Insurance, or per quarter
87 for Gross Sales), then the other party shall pay the reasonable cost of such examination and other related overcharged
88 amount or pay Additional Rent, together with interest thereon at the Default Rate, payable from the date of the overcharge
89 of Operating Expenses, Taxes and Insurance, or the underpayment of Percentage Rent.
90 E. Operating Expenses/Taxes/Insurance. Unless otherwise expressly provided, Tenant shall directly control and
91 timely pay for all electricity, gas, water, fuel, trash removal and any other services or utilities supplied to the Premises, if
92 Landlord elects to supply any such services or utilities. Tenant shall also reimburse Landlord for any reasonable costs for its
93 any services or utilities to the Premises. Tenant shall also reimburse Landlord for Operating Expenses, Taxes and Insurance
94 (as defined below) for each month that any payment of Rent remains unpaid. Upon thirty (30) days' prior Notice, either
95 party, at its sole cost and expense, may examine the other party's records (no more than once per year). If such examination
96 reveals a misstatement of four percent (4%) or more (per year for Operating Expenses, Taxes and Insurance, or per quarter
97 for Gross Sales), then the other party shall pay the reasonable cost of such examination and other related overcharged
98 amount or pay Additional Rent, together with interest thereon at the Default Rate, payable from the date of the overcharge
99 of Operating Expenses, Taxes and Insurance, or the underpayment of Percentage Rent.
100 F. Late Charges/Default Interest. This provision shall not affect Landlord's right to declare Tenant in default for failure
101 to pay any sum when due and is in addition to all other rights and remedies available under this Lease in connection
102 therewith. Tenant agrees to pay a late charge of \$ 100.00 for each month that any payment of Rent remains unpaid
103 after the due date. In addition, any Rent which remains in arrears three (3) days after the same is due shall bear interest at
104 the annual rate equal to three percent (3%) in excess of the publicly announced prime rate of U.S. Bank, N.A. (or its
105 successors), but not to exceed the highest rate permitted by applicable law (the "Default Rate").
106 G. Security Deposit. Tenant shall deliver the Security Deposit (if any) upon execution of this Lease to Landlord (or its
107 Property Manager if so designated) to be held as security for the payment of all Rent and the full and faithful performance
108 by Tenant of all of its obligations hereunder. Landlord shall always have the right to apply the Security Deposit (or portions
109 thereof) to cure any default that may exist. Upon surrendering possession of the Premises as required hereby, Landlord
110 shall return the Security Deposit to Tenant, provided Tenant has made all payments and performed all obligations of Tenant
111 hereunder. The Security Deposit does not constitute liquidated damages and nothing herein shall limit Landlord's right to
112 recover actual damages in excess thereof, or any other cause of action Landlord may have against Tenant under this Lease,
113 or permit Tenant to apply any portion thereof in lieu of payment of any Rent due hereunder. The Security Deposit may be
114

Continued on page 372.

ATTEST: Sandra Collop
County Clerk

Mark Shahan
Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES

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Continued from page 372.

361 Premises, and Percentage Rent (if any) shall be adjusted based upon the revised Monthly Rent as so indicated. Landlord

362 shall, upon receipt of the amount in such Taking, repair and restore the remainder of the Premises (other than Tenant's

363 Percentage) to substantially its condition as of the Commencement Date provided, however, that in no event shall Landlord

364 be required to spend more than the amount so received by Landlord and allocable to the Premises (if at all) of all

365 items and/or ground losses, and Tenant shall, at Tenant's expense, perform any other work required to put the Premises

366 in the same or better condition in which it existed prior to such Taking, restore, repair or replace all Tenant Percentage and

367 (if applicable) promptly reopen for business.

368 Tenant shall have the right to participate, at its sole cost and expense, in any proceeding involving the Taking of the

369 Premises or a part thereof, or if this Lease is terminated by Landlord, but solely for the purpose of prosecuting a separate

370 claim directly against the condemning authority (to the extent permitted by applicable Law), but not against Landlord, to

371 obtain and defend its interests for the value of its damages in and/or the cost of removal of Tenant's Percentage (to the

372 extent such was not paid for by Landlord), the loss of or impairment to Tenant's business, Tenant's moving expenses, or

373 Landlord's award (including but not limited to any award for the loss or destruction of the value of this Lease). The Taking

374 of any parking, sidewalks or other areas, change of grade as set forth above, or any other Taking not involving the

375 building or termination thereof shall not affect this Lease, and Tenant shall not be entitled to and shall have no claim against

376 Landlord for any compensation, abatement or reduction of Rent or any amount made in connection therewith.

377

378 **10. DEFAULT AND REMEDIES:** (a) Tenant shall comply with any terms of this Lease upon ten (10) days' prior notice

379 (excepting the payment of Monthly Rent, for which no demand or notice shall be necessary); (b) Tenant files a petition in

380 bankruptcy or under any similar law for reorganization or liquidation, becomes insolvent or makes an assignment for the benefit

381 of creditors; or (c) a petition is filed against Tenant in bankruptcy or under any similar law or a receiver is appointed for

382 Tenant or any material assets of Tenant and the same is not discharged within ninety (90) days, then in any of such events,

383 Tenant shall be in default and Landlord shall have the option to do any one or more of the following: (i) enter upon the

384 Premises or any part thereof, with or without process of law, and equal, remove and put out of Tenant or any other person(s)

385 who might be trespasser, and use (without any obligation to do so) remove and store all of any part of said Tenant Percentage

386 found therein at Tenant's sole cost, or on three (3) days' prior notice to Tenant, sell any such Tenant Percentage at public or

387 private sale, or to the highest bidder, or to the best offeror; (ii) terminate this Lease; or (iii) terminate this Lease and

388 repossess this Lease, rent the Premises or any part thereof for such term or terms (which may extend beyond the Lease

389 Term) and all of such rent upon such other terms as Landlord in its sole discretion may deem advisable, with the right to

390 repair, renovate, remodel, redecorate, alter and change the Premises. Any rents received by Landlord from such reletting

391 shall be applied first to payment of any cost and expense of such reletting, including without limitation attorneys' fees, and

392 advertising fees, brokerage fees, and other charges the Premises. Any rents received by Landlord from such reletting

393 changes in the Premises, and second, to the payment of any rent or other charges (other than the Monthly Rent) due from

394 Tenant hereunder, and third, to the payment of Monthly Rent due and payable hereunder. If after so applying such rents

395 there remains a deficiency, Tenant shall immediately pay any such deficiency to Landlord along with interest thereon at the

396 Default Rate until fully paid. No such re-entry or taking possession of the Premises shall be construed as an election on

397 Landlord's part to terminate or accept a surrender of this Lease unless Landlord gives Tenant prior notice of such intention.

398 Notwithstanding any such reletting or acceptance of a surrender of this Lease, Landlord may at any time terminate this Lease for

399 any such previous breach and default. If Landlord at any time terminates this Lease by reason of any default by Tenant,

400 then Landlord may recover from Tenant the worth at the time of such termination of the excess of the amount of Rent

401 reserved in this Lease for the balance of the Lease Term over the then reasonable rental value of the Premises for the same

402 or remainder hereunder or otherwise allowed at law or in equity. Landlord shall have the right to cure any default on behalf

403 of Tenant, in which event Tenant shall reimburse Landlord for all sums paid to effect such cure, together with interest thereon

404 at the Default Rate until fully paid, or to such redress in the courts at any time to correct or remedy any default of Tenant,

405 by injunction or otherwise, without such result being deemed a termination or an acceptance of surrender of this Lease. If

406 any litigation is commenced by either party to enforce any right or obligation hereunder, then in addition to any other

407 available right or remedy, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and

408 expenses.

409

410 **11. HOLDING OVER:** If Tenant remains in possession of the Premises after the expiration or deemed termination of the

411 Term without Landlord's written consent, such holding over shall constitute a default hereunder.

412

413 **12. CONSTRUCTION:** Unless the context otherwise requires, when used in this Lease, the singular includes the plural and

414 the masculine includes the feminine, male and female. A person is deemed to include an individual or an entity, and

415 if any provision of this Lease is deemed contrary to law or void in any jurisdiction, such provision shall be either

416 modified to conform to the law, or considered unenforceable with the remaining provisions hereof continuing in full force. The

417 title and headings of this Lease are for identification purposes only and shall not be construed as a limitation of the

418 scope or intent of the provisions of this Lease. This Lease may be amended in writing by the parties to this Lease, but only if

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424 Landlord may accept such payment without prejudice to Landlord's right to recover the balance due or pursue any other

425 remedy, or in any way affecting Landlord's rights with respect thereto or any other breach. No receipt of money by Landlord

426 after termination of this Lease in any way shall constitute, constitute or extend the Term.

427

428 **13. ASSIGNMENT & SURRENDER; SUCCESSORS & ASSIGNS:** Tenant shall not assign this Lease or sublease the

429 Premises or any part thereof to any other person or entity without Landlord's prior written consent. Any merger,

430 consolidation or liquidation in which Tenant is a party, any change in the "control" of Tenant, and any change in the

431 composition of the partners or owners holding an ownership interest in Tenant shall be deemed an assignment for purposes

432 hereof. "Control" means the ownership, directly or indirectly, of the voting stock or other ownership interests possessing

433 the right to elect the officers and directors of Tenant. Any assignment of this Lease shall not release Tenant of any of

434 the obligations hereunder. Subject thereto, all covenants, agreements and conditions herein contained shall extend to

435 and be binding upon the respective successors, heirs, executors, administrators, assigns, receivers or other legal

436 representatives of the parties hereto. Notwithstanding the foregoing, no interest herein shall pass to any trustee or receiver in

437 bankruptcy or to any receiver or assignee for the benefit of creditors by operation of law or otherwise.

438

439 **14. ESTOPPEL CERTIFICATE:** Tenant shall, from time to time upon no less than ten (10) days' prior notice, execute and

440 deliver to Landlord a statement, in form prepared by Landlord and certifying as follows: that this Lease is unmodified and in

441 full force (or if modified, that the Lease as modified is in full force and stating such modifications), the dates to which Monthly

442 Rent and any other charges have been paid, that Landlord is not in default under this Lease except for such defaults, if any,

443 as to which Monthly Rent and/or other charges have been paid, that Landlord has no delinquent, unpaid or counter claims against the obligator

444 described in detail in such certificate, and that Tenant has no delinquent, unpaid or counter claims, offsets or

445 counter claims, setoffs or other claims against Landlord or any other party to this Lease. Such statement may be relied upon by any prospective purchaser

446 mortgagee or lender of real estate of the Premises, and Tenant shall be liable for all loss, cost and expense resulting from

447 the failure of any sale or funding of any loan caused by any inaccuracy or omission caused by any inaccuracy or omission or any

448 material misrepresentation contained therein.

449

450 **15. SUBORDINATION AND ATTORNEY'S FEES:** The rights of Tenant under this Lease shall be and are subject and

451 subordinate in all respects to all ground leases and/or underlying leases (if any), and to the lien of any mortgage, deed of trust

452 or other lien, now or hereafter existing on the Premises, and to any renewal, modification, continuation, refinancing,

453 extension and replacement thereof. This subordination shall be self-operative and no further instrument of subordination

454 shall be required in order for the same to be effective; however, Tenant hereby irrevocably appoints Landlord as its attorney

455 in fact with full power and authority to execute and deliver any and all instruments to carry out the intent of this

456 subordination. Any mortgagee shall have the right to cure any default, or if such default cannot be cured within that time, then such additional time as may

457 be necessary to cure such default, or if such default cannot be cured within that time, then such additional time as may

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484 be necessary to cure such default, or if such default cannot be cured within that time, then such additional time as may

485 delay fulfillment of any obligation contained herein. Failure to give such notice within the specified time shall render such

486 delay invalid in extending the time for performing the obligations hereunder.

487

488 **16. CONSTRUCTION:** Unless the context otherwise requires, when used in this Lease, the singular includes the plural and

489 the masculine includes the feminine, male and female. A person is deemed to include an individual or an entity, and

490 if any provision of this Lease is deemed contrary to law or void in any jurisdiction, such provision shall be either

491 modified to conform to the law, or considered unenforceable with the remaining provisions hereof continuing in full force. The

492 title and headings of this Lease are for identification purposes only and shall not be construed as a limitation of the

493 scope or intent of the provisions of this Lease. This Lease may be amended in writing by the parties to this Lease, but only if

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547

548 **24. LICENSEE PERSONAL INTEREST DISCLOSURE.** (complete if applicable; otherwise insert "Not Applicable")

549 (Licensee is a real estate broker or salesperson, and is (check one or more, as applicable):

550 a party to this transaction;

551 a principal of another firm that has a direct or indirect ownership interest in (a) Landlord (b) Tenant, and/or

552 an immediate family member of (a) Landlord (b) Tenant. Specify: _____

553

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

555 The following Broker(s)/Property Manager is/are a member of a franchise and pursuant to the terms of its franchise

556 agreement, the franchisor has no legal liability for its actions, despite the use of franchisor's trade name or logo(s).

557

558 **26. TIME OF THE ESSENCE:** Time is of the essence in performance of the obligations of the parties under this Lease.

559 All references to a specified time shall mean Central Time. Unless specified otherwise hereon, a "day" is defined as a 24-

560 hour calendar day, seven (7) days per week.

561

562 **27. SUBMISSION OF LEASE:** Negotiation and submission of an offer to either party for signature does not constitute an

563 option to lease or reservation of space. Neither Landlord nor Tenant shall be bound until the last party to sign this Lease

564 has delivered a fully executed copy to the other party.

565

566 **28. RIDERS:** The following Riders are attached hereto and incorporated herein as part of this Lease (check if that apply)

567

568

569 **29. SPECIAL AGREEMENTS:**

570 _____

571 _____

572 _____

573 _____

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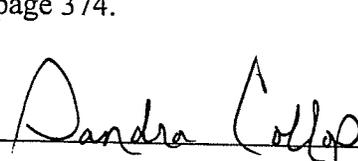
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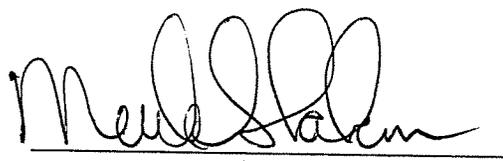
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Continued on page 374.

ATTEST: 
 County Clerk


 Presiding Commissioner, Mark Shahan
 Page 373

ADAIR COUNTY COMMISSION MINUTES

MONDAY, AUGUST 23, 2021

Continued from page 373.

SIGNATURE PAGE TO COMMERCIAL LEASE (SOLE TENANT)

<p>TENANT (For a corporation or other entity)</p> <p>By: <u>Mark Shahan</u> (Signature) Title: <u>Commissioner</u> Address: <u>Adair County Courthouse</u> City: <u>Adair</u> State: <u>MO</u> Zip: <u>63501</u></p> <p>Address (for Notice prior to Commencement Date): <u>118 W. Missouri Street</u> City: <u>Adair</u> State: <u>MO</u> Zip: <u>63501</u></p> <p>Phone: <u>660-441-1024</u> Email: <u>markshahan@adairmo.gov</u> Date: <u>08/23/2021</u></p>	<p>TENANT (For one or more individuals)</p> <p>By: <u>Mark Shahan</u> (Signature) Title: <u>Commissioner</u> Address: <u>Adair County Courthouse</u> City: <u>Adair</u> State: <u>MO</u> Zip: <u>63501</u></p> <p>Address (for Notice prior to Commencement Date): <u>118 W. Missouri Street</u> City: <u>Adair</u> State: <u>MO</u> Zip: <u>63501</u></p> <p>Phone: <u>660-441-1024</u> Email: <u>markshahan@adairmo.gov</u> Date: <u>08/23/2021</u></p>
---	---

LANDLORD: (Sign here if Landlord is to sign this Lease and receive Rent, Security Deposit and Holdover Notice)
 By: Sharon Johnson (Signature)
 Title: Landlord
 Address: 118 W. Missouri Street
 City: Adair State: MO Zip: 63501
 Phone: 660-441-1024
 Email: sharonj@adairmo.gov
 Date: 08/23/2021

PROPERTY MANAGER: (Sign here if Property Manager is to sign this Lease and receive Rent, Security Deposit and Holdover Notice)
 By: Sharon Johnson (Signature)
 Title: Property Manager
 Address: 118 W. Missouri Street
 City: Adair State: MO Zip: 63501
 Phone: 660-441-1024
 Email: sharonj@adairmo.gov
 Date: 08/23/2021

Approved by legal counsel for one executed by client members of the Missouri Real Estate Association, Missouri. The hereby is made in full and free of all other obligations and liabilities. The undersigned hereby certifies that the execution of this Lease is for the purposes stated herein and that the execution of this Lease is not intended to defraud any creditor of the Tenant or Landlord.

Page 11 of 11

IN REF. ORDER NO 10 Fully Executed Commercial Lease Agreement for 118 W. Missouri Street

Commercial Lease (Single Tenant)

THIS COMMERCIAL LEASE ("Lease") is made and entered into by and between (print name of company) Adair County (hereinafter "Landlord"), and (print name of Tenant) Adair County (hereinafter "Tenant").

WITNESSETH, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises (as defined below), all on and subject to the terms and conditions described in this Lease.

1. BASIC TERMS: The following definitions and basic terms apply to this Lease.

The "Term" shall consist of the Base Term and any extension or renewal thereof (if any, per Section 3 below). The "Base Term" shall be for a fixed period of 12 months, starting on September 1, 2021, and shall terminate on August 31, 2022.

"Monthly Rent": Lease Year 21/22: \$ 850.00 per month \$ 124 per square foot
 (if in all months) Lease Year 23: \$ 850.00 per month \$ 124 per square foot
 Lease Year 24: \$ 850.00 per month \$ 124 per square foot

"Premises" means the retailable square feet in the building commonly known as the "Building" and the "Land" located at 118 W. Missouri Street.

118 W. Missouri Street Adair MO 63501 Adair
 Street Address City Zip Code County

The parties stipulate that the above measurements are accurate for purposes of this Lease (including all Rent and other charges). For purposes of this Lease, the Building and the Land are both included as part of the Premises.

(If any parking spaces) hereby included as part of the Premises, identify below by checking and completing all that apply:
 Attached Garage Off-site location (describe) _____
 Number of Spaces = Reserved Unreserved Other (describe) _____

2. If any separate charges or fees (in addition to Monthly Rent and Rent) are to apply with respect to parking or otherwise, then the parties should specify such in the "Special Agreements" section of this Lease.

Tenant shall pay Landlord as Additional Rent of the following (Check one for each category):
 Operating Expenses: all the "Increase" in, or none;
 Taxes: all the "Increase" in, or none;
 Insurance: all the "Increase" in, or none.

"Increase" means the increase in each amount over and above the amount actually incurred for the last full calendar year prior to the calendar year in which the Term starts.

"Insurance" means all fire and extended hazard or "all risk" casualty coverage, including but not limited to earthquake, flood, water leakage, theft, vandalism and malicious mischief (up to 100% of replacement cost), general liability, loss of rental income, and any other insurance maintained by Landlord in connection with the Premises at any time during or applicable to the Term as is customarily maintained in the industry for similar properties.

"Operating Expenses" include without limitation all costs incurred for any security, lighting, painting, cleaning, maintenance, repairs, replacements and services performed or provided by or on behalf of Landlord in operating and managing the Property as required or permitted hereby, along with the cost of all materials, operating equipment, supplies and utilities consumed or produced in connection therewith at any time during or applicable to the Term.

"Rent" means Monthly Rent, together with any Percentage Rent, reimbursements for Operating Expenses, Taxes and Insurance, and all other sums, fees or amounts to be paid by Tenant to Landlord pursuant to the terms of this Lease (which are sometimes collectively referred to herein as "Additional Rent").

The "Security Deposit" shall be \$ 500 (spell out) and Zero (00).

"Taxes" mean all real estate taxes, including all ad valorem taxes and levies and all installments of all general or special assessments, which may accrue or be levied or assessed by any lawful authority at any time during or applicable to the Term with respect to the Premises or the Land charged hereunder.

The "Trade Name" of Tenant (if any) is _____.

3. RENT AND OTHER TENANT PAYMENTS:

A. Payment of Rent. Tenant shall pay all monthly installments of Monthly Rent in advance on the first day of each month during the Term provided, however, that Tenant shall pay the first full installment of Monthly Rent (together with any partial Monthly Rent due as set forth below) concurrently with the execution of this Lease. If the Term commences or ends on a day other than the 1st day of the month, Monthly Rent for such month shall be prorated on a daily basis. Tenant's

commitment to pay Rent is independent of any other commitment set forth in this Lease. Unless otherwise specified as set forth herein, Additional Rent shall be due and payable no later than thirty (30) days after Notice thereof is delivered to Tenant (but no more frequently than monthly). Subject thereto, all Rent shall be paid without demand on or before the date when due without deduction, set-off, counterclaim or a grace period whatsoever. All Rent shall be payable to Landlord and shall be delivered (along with any Security Deposit and any Notice called for hereunder) to the address set forth below the signature of Landlord (or its Property Manager, as the case may be) on the last page of this Lease, or to such other person or place as Landlord may from time to time direct by Notice to Tenant.

B. Electronic Payment. Tenant (Check one) does does not authorize Landlord to electronically withdraw from Tenant's Account (hereinafter defined) payments of (Check one) Monthly Rent (only) or All Rent, during the Term. Tenant shall notify Landlord of the name and address of the bank, credit card or financial institution in which Tenant's account (the "Account") is located and the number of the Account, and execute authorization forms acceptable to Landlord for the payment of Rent as above provided. Tenant shall maintain sufficient amounts in the Account for monthly withdrawals throughout the Term. If Tenant desires to change the Account to another financial institution, Tenant shall give Landlord thirty (30) days prior Notice thereof and execute authorization forms to enable Landlord to electronically withdraw Rent as above provided, without Notice.

C. Percentage Rent. If the following is not included by insert "yes," "no" or "Not Applicable." This paragraph shall only be completed for a lease commencing in 2012. Tenant shall also pay, as "Percentage Rent," for each Lease year the amount (if any) by which _____ percent (N/A %) of the amount of Tenant's Gross Sales (as defined below) during such Lease Year exceeds the total amount of Monthly Rent for such Lease Year. The first "Lease Year" shall commence on the first day of the first full calendar month of the Term and shall end at the close of the month of the last calendar month of the Term. Thereafter, each "Lease Year" shall consist of consecutive periods of twelve (12) full calendar months. "Gross Sales" shall include the aggregate of all sales and charges for services rendered or performed collected from customers for governmental agencies, sales to employees (not including sales to or from the Premises) and business conducted, whether wholesale or retail, and whether for cash or credit, made in, upon or from the Premises by Tenant and all of its licensees, commissionaires and salesmen, but shall not include sales to or from similar leasees collected from customers for governmental agencies, sales to employees (not including sales to or from the Premises) and business conducted by Tenant to its customers. Tenant shall furnish Landlord with a written statement showing the amount of Gross Sales for the Premises from the beginning of the Lease Year to the end of the calendar month immediately preceding the delivery of such statement, and shall pay any such Percentage Rent due, within thirty (30) days after the last day of each quarter of such Lease Year. Such statement shall be signed by Tenant and certified to be correct, by either a certified public accountant or a financial officer of Tenant, and by such form and content as Landlord may reasonably determine.

D. Audit. Landlord agrees to keep accurate records documenting Operating Expenses, Taxes and Insurance, and if Tenant is required to pay Percentage Rent, Tenant agrees to keep accurate records documenting Gross Sales, for a minimum of two (2) years after the incurring of such costs or making such sales. Upon thirty (30) days' prior Notice, either party, at its sole cost and expense, may examine the other party's records (no more than once per year). If such examination reveals a reimbursement of four percent (4%) or more (per year) for Operating Expenses, Taxes and Insurance, or per quarter for Gross Sales), then the other party shall pay the reasonable cost of such examination and other related the overcharged amount or pay Additional Rent, together with interest thereon at the Default Rate, payable from the date of the overcharge of Operating Expenses, Taxes and Insurance, or the underpayment of Percentage Rent.

E. Operating Expenses/Taxes/Insurance. Unless otherwise expressly provided, Tenant shall directly contract and solely pay for all electricity, gas, water, fuel, and other utility and other services or utilities supplied to the Premises, if Landlord elects to supply any such services or utilities. Then, Tenant shall pay to Landlord all reasonable costs for its consumption thereof as Additional Rent. In no event shall Landlord be liable for any interruption or failure in the supply of any services or utilities to the Premises. Tenant shall reimburse Landlord for Operating Expenses, Taxes and Insurance (if and as provided in Section 1), prorated on a daily basis for any partial month. If Landlord elects to contract any lease or proposed increase thereof, any expense incurred in such contract shall be considered as a Tax expense and Tenant shall pay for the same. Landlord may, at its option, require Landlord to pay Monthly Rent in advance for any such Operating Expenses, Taxes and Insurance, based upon the estimated annual cost thereof, payable in advance, but subject to Audit requirement based on the actual costs incurred as set forth in subparagraph D. above.

F. Late Charges/Default Interest. This provision shall not affect Landlord's right to declare Tenant in default for failure to pay any sum when due and is in addition to all other rights and remedies available under this Lease in connection therewith. Tenant agrees to pay a late charge of 8% for each month that any payment of Rent remains unpaid after the due date. In addition, any Rent which remains unpaid three (3) days after the same shall bear interest at the annual rate equal to three percent (3%) in excess of the publicly announced prime rate of U.S. Bank, N.A. (or its successor), but not to exceed the highest rate permitted by applicable law (the "Default Rate").

G. Security Deposit. Tenant shall deliver the Security Deposit (if any) upon execution of this Lease to Landlord (or its Property Manager if so designated) to be held as security for the payment of all Rent and the full and faithful performance by Tenant of all of its obligations hereunder. Landlord shall always have the right to apply the Security Deposit (or portion thereof) to cure any default that may exist. Upon terminating possession of the Premises as required hereby, Landlord shall return the Security Deposit to Tenant, provided, that Landlord has made all payments and performed all obligations of Tenant hereunder. The Security Deposit does not constitute a holdback or retention of any kind and shall not be subject to any right of recovery against Landlord in excess thereof, to any other party or action Landlord may have against Tenant under this Lease, or permit Tenant to apply any portion thereof in the event of payment of any Rent due hereunder. The Security Deposit may be

Continued on page 375.

ATTEST: Sharon Johnson
 County Clerk

Mark Shahan
 Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES

MONDAY, AUGUST 23, 2021

Continued from page 375.

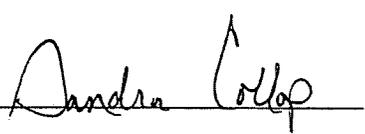
361 Prizes, and Percentage Rent (if any) shall be adjusted based upon the revised Monthly Rent as so reduced. Landlord
 362 shall, upon receipt of the award in such Tasting, repair and restore the remainder of the Premises (other than Tenant's
 363 Personalty) to substantially the condition as of the Commencement Date; provided, however, that in no event shall Landlord
 364 be required to spend more than the amount recovered by Landlord and allocable to the Premises (net of all claims of
 365 Landlord and/or gross proceeds) and Tenant shall, at Tenant's expense, perform any other work required for the Premises
 366 in the same or better condition in which it existed prior to such Tasting, repairs, repair or replace all Tenant Personalty and
 367 (if applicable) property repossessed for business.
 368 Tenant shall have the right to participate, at its sole cost and expense, in any proceeding involving the Taking of the
 369 Premises as a part thereof, or if the Lease is terminated by Landlord, but solely for the purpose of preserving the Lease or
 370 claims directly against the condemning authority (to the extent permitted by applicable Law), but not against Landlord, to
 371 protect and defend its interests for the value of or damages to and/or the cost of removal of Tenant's Personalty (to the
 372 extent such was not paid for by Landlord), the loss of or interference to Tenant's business, Tenant's Personalty (to the
 373 extent such was not covered by Landlord's own insurance), or so long as no such claim shall divert or otherwise affect
 374 Landlord's award (including but not limited to any award for the loss or destruction of the value of this Lease). The Taking
 375 of any parking, driveway, or other exterior areas, change of grade as set forth above, or any other Taking not involving the
 376 Building or termination thereof shall not affect this Lease, and Tenant shall not be entitled to and shall have no claim against
 377 Landlord for any compensation, abatement or reduction of Rent or any award made in connection therewith.
 378
 379 **10. DEFAULT AND REMEDIES:** (a) Tenant fails to comply with any term of this Lease upon ten (10) days' prior Notice
 380 (excepting the payment of Monthly Rent, for which no demand or Notice shall be necessary); (b) Tenant files a petition in
 381 bankruptcy or under any similar law or receives an assignment for the benefit of creditors; or (c) a petition is filed against Tenant in bankruptcy or under any similar law or a receiver is appointed for
 382 Tenant or any substantial asset of Tenant and the same is not discharged within ninety (90) days, then in any of such events,
 383 Tenant shall be in default and Landlord shall have the option to do any one or more of the following: (i) unless upon
 384 Premises or any part thereof, with or without process of law, and, upon, remove and put out Tenant or any other person(s)
 385 who might be thereon, and use or without objection to do so; (ii) remove and store all or any part of said Tenant Personalty
 386 found thereon at Tenant's sole cost, or on three (3) days prior Notice to Tenant, sell any such Tenant Personalty public or
 387 private sale, or if that is unfeasible, to dispose of it in any manner without liability; (iii) terminate this Lease, or (iv) without
 388 terminating this Lease, rent the Premises or any part thereof for such term or terms (which may extend beyond the Lease
 389 Term) and at such rent and upon such terms as Landlord in its sole discretion may deem advisable, with the right to
 390 repair, renovate, remodel, redecorate, alter and change the Premises. Any rents received by Landlord from such letting
 391 shall be applied first to payment of any costs and expenses of such letting, including without limitation attorney's fees,
 392 advertising fees and the costs of any such repairs, renovation, redecoration, restoration, alteration and
 393 changes to the Premises; second, to the payment of any Rent or other indebtedness (other than Monthly Rent) due from
 394 Tenant hereunder; and third, to the payment of Monthly Rent due and payable hereunder. If after so applying such sums
 395 there remains a deficiency, Tenant shall immediately pay any such deficiency to Landlord along with interest thereon at the
 396 Default Rate until fully paid. No such remedy or taking possession of the Premises shall be construed as an election on
 397 Landlord's part to terminate or accept a surrender of this Lease unless Landlord gives Tenant prior Notice of such intent.
 398 Notwithstanding any such remedial or remedial termination, Landlord may at any time thereafter elect to terminate this Lease for
 399 any such previous breach and default. If Landlord at any time terminates this Lease by reason of any default by Tenant,
 400 then Landlord may recover from Tenant the month with the time of such termination of the amount of the amount of Rent
 401 reserved in this Lease for the balance of the Lease Term over the amount of any such termination. The rights and remedies of Landlord under this Lease are cumulative, and none shall be exclusive of any other right
 402 or remedy hereunder or otherwise allowed in law or in equity. Landlord shall have the right to cure any default on behalf of
 403 Tenant, in which event Tenant shall reimburse Landlord for all sums paid to affect such cure, together with interest thereon
 404 at the Default Rate until fully paid, or to seek redress in the courts at any time to correct or remedy any default of Tenant,
 405 by action or otherwise, without such relief being deemed a termination of or acceptance of surrender of this Lease. If
 406 any litigation is commenced by Tenant to enforce any right or obligation hereunder, then in addition to any other
 407 available right or remedy, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and
 408 expenses.
 409
 410 **11. HOLDING OVER:** If Tenant remains in possession of the Premises after the expiration or sooner termination of the
 411 Term without Landlord's written consent, such holding over shall constitute a default hereof and, without limiting any other
 412 right or remedy of Landlord, shall be deemed to be a tenancy at sufferance, terminate without notice of any kind
 413 except as may be required in accordance with Law, but subject to all other terms of this Lease including as to any other
 414 apply to such a tenancy, except that Tenant shall pay, in addition to all other charges payable by Tenant hereunder, for
 415 each day that Tenant holds over, liability (not an amount equal to two (2) times the rate for a per diem fee) of liability
 416 Rent herein stipulated shall be paid during the last month of the Term. Landlord's receipt of holdover Rent shall not be
 417 Tenant of liability to Landlord for any damages resulting from Tenant's holdover.
 418
 419 **12. WAIVER:** No failure to observe, or any delay in asserting, any right or remedy hereunder shall operate as a waiver
 420 thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof
 421 or any other right. Any waiver of any default, breach or failure under this Lease shall not be construed as a waiver of any
 422 subsequent or different default, breach or failure. No payment by Tenant or receipt by Landlord of a lesser amount than
 423 the Rent herein stipulated shall be deemed to be other than on account of the value of such payment. No payment of
 424 arrears or statement on any check or any other accompanying any payment be deemed an accord and satisfaction.

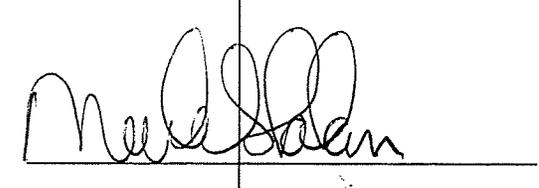
425 Landlord may accept such payment without prejudice to its right to recover the balance due or pursue any other
 426 remedy, or to any remedy available to Landlord with respect thereto or any other breach. No receipt of money by Landlord
 427 after termination of this Lease in any way shall constitute, constitute or extend the Term.
 428
 429 **13. ASSIGNMENT & SURRENDER; SUCCESSORS & ASSIGNS:** Tenant shall not assign this Lease or sublease the
 430 Premises or any part thereof to any other person or entity without the written consent of Landlord, and any change in the
 431 composition of the persons or entities holding an ownership interest in Tenant shall not constitute an assignment for purposes
 432 hereof. "Control" means the ownership, directly or indirectly, of the voting stock of such ownership interests possessing
 433 the right to direct the operations of Tenant. Any assignment of this Lease shall not be deemed an assignment for purposes
 434 to and be binding upon the respective successors, heirs, executors, administrators, assigns, partners or other legal
 435 representatives of the parties hereto. Notwithstanding the above, this Lease shall not be deemed to be assigned or otherwise
 436 transferred to any other person or assignee for the benefit of creditors or operation of law or otherwise.
 437
 438 **14. ESTOPPEL CERTIFICATE:** Tenant shall, upon ten (10) days' prior Notice, execute and deliver to Landlord a statement,
 439 in form prepared by Landlord, and certifying as follows: that the Lease is unexpired and is in full force and effect, and that
 440 Rent and all other charges have been paid, that Landlord is not in default under this Lease except for such defaults, if any,
 441 described in detail in such certificate, and that Tenant has no delinquent, office or counter claims against its obligations to
 442 Landlord hereunder and to perform its other covenants under this Lease; (or, if there are any delinquent delinquencies, offset or
 443 counter claims, setting them forth in reasonable detail). This statement may be relied upon by any prospective purchaser,
 444 mortgagee or lender of the Premises, and Tenant shall be liable for all loss, cost and expenses resulting from
 445 the failure of any sale or lending of any loan caused by any failure of Tenant to execute such estoppel certificate or any
 446 material misrepresentation contained therein.
 447
 448 **15. SUBROGATION AND ASSIGNMENT:** The rights of Tenant under this Lease shall be and are subject and
 449 subordinate in all times to all ground leases and/or underleases (if any), and to the lien of any mortgage, deed of trust
 450 or other lien, now or hereafter encumbering the Premises, and to any renewal, modification, consolidation, refinancing,
 451 extension and replacement thereof. This subordination shall be self-operative and no further instrument of subordination
 452 execution and recording thereof. This subordination shall not constitute a waiver of any claim of subordination or of its attorney
 453 in fact with full power and authority to execute and deliver any certificate of subordination document that Landlord or any
 454 other party to this Lease may require, and Tenant hereby irrevocably appoints Landlord as its attorney
 455 in fact for this purpose. Any mortgagee or lender of the Premises shall have the right in any time to subrogate to the rights of
 456 of the subordination. Any mortgagee or lender of the Premises shall have the right in any time to subrogate to the rights of
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485 delay fulfillment of any obligation contained herein. Failure to give such Notice within the specified time shall render such
 486 delay invalid in extending the time for performing the obligation hereunder.
 487
 488 **18. CONSTRUCTION:** Unless the context otherwise requires, when used in the Lease, the singular includes the plural and
 489 the masculine includes the feminine. A person is deemed to be a party to the Lease if he or she is named in any of
 490 any provision of this Lease or deemed contrary to law or void as against public policy, such provisions shall be either
 491 modified to conform to the law, or considered severable with the remaining provisions hereof continuing in full force.
 492 The use and headings in this Lease are for informational purposes only and shall not be construed as the intent of the
 493 parties to this Lease. This Lease may be executed in two or more counterparts, all of which taken together
 494 shall constitute one instrument. This Lease shall be governed by the internal laws of Missouri.
 495
 496 **19. NOTICES:** Notices provided herein, any notices, consent, approval, request, waiver, objection,
 497 demand or other communication (collectively, "Notice") required or desired under this Lease shall be given by one of the
 498 other party to the other shall be in writing and may be delivered by making such Notice (personally by registered or certified
 499 mail return receipt requested, addressed to Landlord (if Property Manager on behalf of Landlord) or to Tenant (if
 500 the case may be), at the address set forth on the signature page of this Lease. Notices to Tenant may also be effectively
 501 delivered to the Premises following initial occupancy thereof by Tenant. Notice to either party may also be sent via other
 502 means (including personal delivery, by courier, messenger or overnight delivery service guaranteeing next-day delivery and
 503 providing a receipt) or otherwise as permitted or required under applicable Law (such as posting or legal publication),
 504 such Notice shall be deemed to have been duly given when actually received by the intended recipient (or as otherwise
 505 provided under applicable Law). Notwithstanding to accept service of a Notice shall constitute delivery thereof. A party may
 506 designate a new address for purposes of payment of Rent or delivery of any Notice hereunder by giving at least fifteen (15)
 507 days' advance Notice thereof to the other party in the manner provided above.
 508
 509 **21. ANTI-DISCRIMINATION:** Each party hereby represents and warrants to each other party and to the public that such party is not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated
 510 National and Blocked Person (as defined in Presidential Executive Order 13224), or with whom any party is prohibited to do
 511 business with under anti-terrorism laws.
 512
 513 **22. BROKER COMPENSATION:** Except as may be specifically set forth in the "Special Agreements" (Section 7) of this
 514 Lease, any real estate commission or other compensation due to the undersigned (the "Broker(s)") will be paid by (check
 515 one, outside or both, as applicable) Landlord Tenant, pursuant to the separate brokerage service agreement(s) with
 516 said Broker(s). Landlord and Tenant each represent to the other that the Broker(s) identified in Section 22 below, is (are)
 517 the only real estate broker(s) involved in this Lease. Each party shall indemnify, defend and hold harmless the other party
 518 free from any loss, liability and damage incurred that arises as a result of any contrary claim made by any other person.
 519 The provisions of this Section shall survive the expiration or termination of this Lease.
 520
 521 **23. BROKERAGE RELATIONSHIP:** By signing below, Tenant and Landlord confirm that disclosure of the undersigned
 522 Broker(s) brokerage relationship, as required by law or regulation, was made to Landlord and/or Tenant or their respective
 523 agents and/or transaction brokers (as the case may be), by or on behalf of said undersigned Broker(s), no later than the
 524 first showing of the Premises, upon first contact, or immediately upon the occurrence of any change in real estate status.
 525
 526 **24. LICENSE ASSISTING TENANT TO BE:**
 527 Licensee assisting Tenant to be: Landlord Tenant (check appropriate boxes)
 528 Tenant's Limited Agent (acting on behalf of Tenant)
 529 Landlord's Limited Agent (acting on behalf of Landlord)
 530 Dual Agent (acting on behalf of both Tenant & Landlord)
 531 Transaction Broker (acting on behalf of both Tenant & Landlord)
 532 Designated of Landlord (acting on behalf of Landlord)
 533 (Also check here if acting as a designated agent)
 534
 535 **25. BROKER ASSISTING LANDLORD TO BE:**
 536 Licensee assisting Landlord to be: Landlord Tenant (check appropriate boxes)
 537 Landlord's Limited Agent (acting on behalf of Landlord)
 538 Tenant's Limited Agent (acting on behalf of Tenant)
 539 Dual Agent (acting on behalf of both Landlord & Tenant)
 540 Transaction Broker (acting on behalf of both Landlord & Tenant)
 541 Designated of Landlord (acting on behalf of Landlord)
 542 (Also check here if acting as a designated agent)
 543
 544 By signing below, the Broker(s) confirms making timely disclosure of its brokerage relationship to the appropriate parties.
 545
 546 **26. BROKER'S FIRM ASSISTING TENANT (and MLE ID No., if any):** N/A
 547 **27. BROKER'S FIRM ASSISTING LANDLORD (and MLE ID No., if any):** N/A
 548
 549 By (Signature):
 550 Licensee's Printed Name: PO Box 30
 551 Address: Kirkville, MO 63501
 552 Date: 08/17/2021
 553 Facsimile: N/A
 554
 555 By (Signature):
 556 Licensee's Printed Name: PO Box 30
 557 Address: Kirkville, MO 63501
 558 Date: 08/17/2021
 559 Facsimile: N/A

521 **24. LICENSEE PERSONAL INTEREST DISCLOSURE:** (Complete if applicable; otherwise insert "Not Applicable")
 522 Licensee has a personal interest in the subject premises and the following:
 523 (check one or more, as applicable) is a party to the transaction;
 524 is a principal of and/or has a direct or indirect ownership interest in Landlord Tenant, with
 525 an immediate family member of Landlord Tenant, specifically:
 526 _____
 527 **25. FRANCHISE DISCLOSURE:** (Check bar and complete only if applicable).
 528 The following Broker(s) Property Manager is/are a member of a franchise and pursuant to the terms of its franchise
 529 agreement, the franchise has no legal liability for its actions, despite the use of franchisee's trade name or insignia.
 530 (Check one Landlord Tenant)
 531 **26. TIME IS OF THE ESSENCE:** Time is of the essence performance of the obligations of the parties under this Lease.
 532 All references to a specified time shall mean Central Time. Unless specified otherwise herein, a "day" is defined as a 24-
 533 hour calendar day, times (T) days per week.
 534
 535 **27. SUBMISSION OF LEASE:** Negotiation and submission of an offer to either party for signature does not constitute an
 536 option to lease or reservation of space. Neither Landlord nor Tenant shall be bound until the last party to sign this Lease
 537 has delivered a fully executed copy to the other party.
 538
 539 **28. RIDERS:** The following Riders are attached hereto and incorporated herein as part of this Lease (check all that apply):
 540
 541
 542 **29. SPECIAL AGREEMENTS:** Landlord shall pay for a residence monthly house fee. Tenant shall remain responsible
 543 for the maintenance.
 544
 545 **30. WITNESSES WHEREOF,** the parties have executed and entered into this Lease as of the last date indicated below their
 546 respective signatures (the "Effective Date").
 547
 548 **SIGNATURE PAGE FOLLOWS!**

Continued on page 377.

ATTEST: 
 County Clerk


 Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES

MONDAY, AUGUST 23, 2021

Continued from page 376.

SIGNATURE PAGE TO COMMERCIAL LEASE (FINAL TENANT)	
<p>TENANT (for a corporation or other entity) <small>(Type company or firm name of Tenant)</small> By <u>Mark Shahan</u> <small>(Print Name and Title)</small> Address (for Notices prior to Commencement Date): Adair County, Missouri City of Washington Missouri, MO 65001 Phone: 800-894-1814 E-mail: markshahan@adair.com Date: 08/23/2021</p>	<p>TENANT (for an individual) By <u>Mark Shahan</u> <small>(Print Name and Title)</small> Address (for Notices prior to Commencement Date): Adair County, Missouri City of Washington Missouri, MO 65001 Phone: 800-894-1814 E-mail: markshahan@adair.com Date: 08/23/2021</p>
<p>LANDLORD <small>(Sign here if Lessor is to sign this Lease and Provide Rent, Security Deposit and Notices directly)</small> By <u>Sandra Collop</u> <small>(Print Name, Address, City, State, Zip)</small> Title (if any): Address: Phone: E-mail: Date:</p>	<p>PROPERTY MANAGER <small>(Sign here if Property Manager is to sign this Lease and Provide Rent, Security Deposit and Notices to Landlord)</small> By <u>Mark Shahan</u> <small>(Print Name, Address, City, State, Zip)</small> Title (if any): Address: Phone: E-mail: Date:</p>

Approved by legal counsel to sign on behalf of current president of the Missouri REALTORS, Columbia, Missouri. An attorney's name is included at the top of the back of this form. It is the responsibility of the tenant to obtain legal counsel to sign this form on behalf of the tenant. Landlord has reviewed and approved this form and hereby certifies that it complies with applicable law and is appropriate for all purposes. Landlord has provided this form to the tenant and hereby certifies that it complies with applicable law and is appropriate for all purposes. Landlord has reviewed and approved this form and hereby certifies that it complies with applicable law and is appropriate for all purposes. Landlord has provided this form to the tenant and hereby certifies that it complies with applicable law and is appropriate for all purposes.

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ATTEST: Sandra Collop
 County Clerk

Mark Shahan
 Presiding Commissioner, Mark Shahan