ADAIR COUNTY COMMISSION MINUTES
MONDAY FEBRUARY 28, 2022
9TH DAY JANUARY ADJOURNED

The Adair County Commission convened at 8:30 a.m. on February 28, 2022, at their temporary office located in the records storage building at the Adair County Road and Bridge complex. All Commissioners were present.

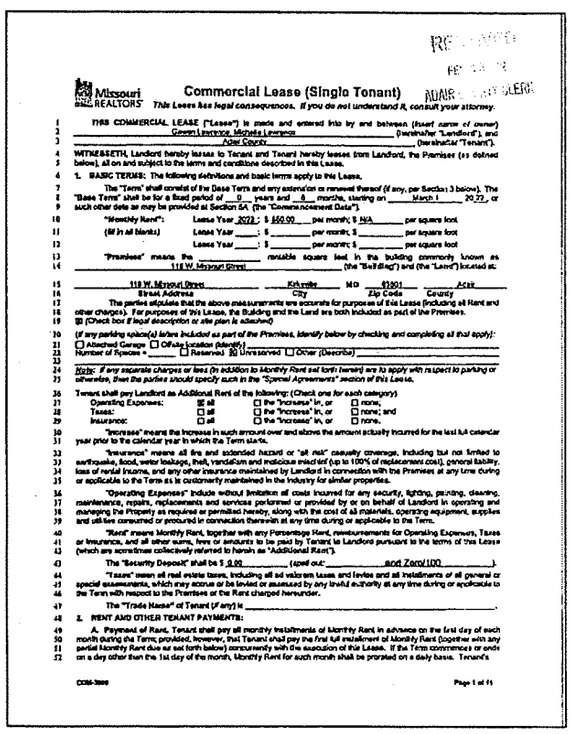
At 2:00 p.m. Commissioner Shahan and Commissioner King went to the Adair County Courthouse to observe the work being done on renovation. They were done at 2:30 p.m.

The Adair County Commission adjourned at 4:00 p.m. on February 28, 2022.

<u>Unscheduled public walk-ins and other non-agenda items for February 28, 2022</u>

Todd Johnson/Morgan Way

IN REF. ORDER NO 11 Commercial Lease for 118 W. Missouri Street in Kirksville, MO



Missouri REALTORS® **Commercial Lease (Single Tenant)**

This Lease has legal consequences. If you do not understand it, consult your attorney.

THIS COMMERCIAL LEASE ("Lease") is made and entered into by and between *(Insert name of owner)* Gwen Lawrence, Michele Lawrence ("hereinafter "Landlord"), and 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 0 years and 8 months, starting on March 1 2022, or such other date as may be provided at Section 54 (the "Commencement Date").

"Monthly Rent": Lease Year 2022: $ $50.00 per month; $ N/A per square foot
(fill in all blanks) 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 118 W. Missouri Street (the "Building") and (the "Land") located at:

118 W. Missouri Street, Kirksville, 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.

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

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

☐ Attached Garage ☐ Off-site Location (identify) ____
Number of Spaces = ____ ☐ Reserved ☒ Unreserved ☐ Other (Describe) ____

Note: 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 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; and
Insurance:	☐ all	☐ the "increase" in, or ☐ none.

"Increase" means the increase in such 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 procured 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 or 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 $ 0.00 (spell out: zero/100).

"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 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

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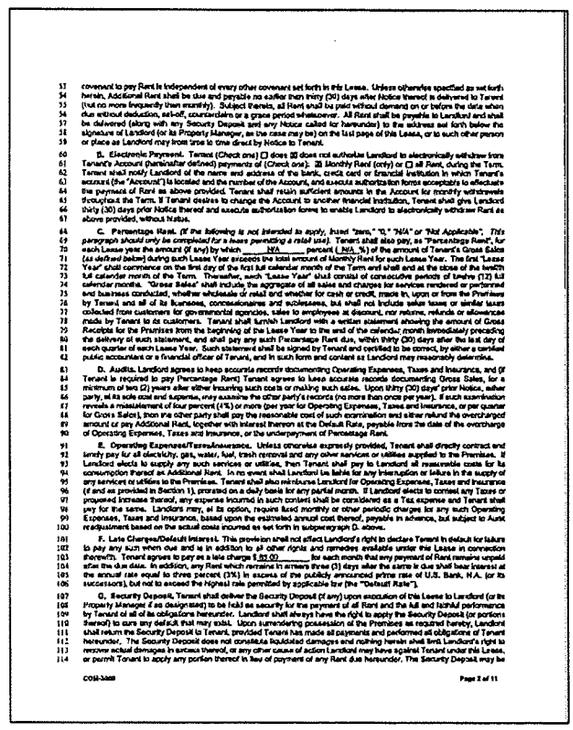

covenant to pay Rent is independent of every other covenant set forth in this Lease. Unless otherwise specified as set forth herein, Additional Rent shall be due and payable no earlier than thirty (30) days after Notice thereof is delivered to Tenant (but no more frequently than monthly). Subject thereto, 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 effectuate the payment of Rent as above provided. Tenant shall retain 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 intended to apply, insert "zero," "0," "N/A" or "Not Applicable". This paragraph should only be completed for a lease pertaining a retail use). Tenant shall also pay, as "Percentage Rent", for each Lease year the amount (if any) by which N/A 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 twelfth full 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 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, concessionaires and sublessees, but shall not include sales taxes or similar taxes collected from customers for governmental agencies, sales to employees at discount, not returns, refunds or allowances made by Tenant to its customers. Tenant shall furnish Landlord with a written statement showing the amount of Gross Receipts 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 each 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 in such form and content as Landlord may reasonably determine.

D. Audits. 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 either incurring 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 misstatement 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 either refund 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 timely pay for all electricity, gas, water, fuel, trash removal and any 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 also 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 contest any Taxes or proposed increase thereof, any expense incurred in such contest shall be considered as a Tax expense and Tenant shall pay for the same. Landlord may, at its option, require fixed monthly or other periodic charges for any such Operating Expenses, Taxes and Insurance, based upon the estimated annual cost thereof, payable in advance, but subject to Audit readjustment 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 as a late charge $ 50.00 for each month that any payment of Rent remains unpaid after the due date. In addition, any Rent which remains in arrears three (3) days after the same is due 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 successors), 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 as 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 portions thereof) to cure any default that may exist. Upon surrendering possession of the Premises as required hereby, Landlord shall return the Security Deposit to Tenant, provided Tenant has made all payments and performed all obligations of Tenant hereunder. The Security Deposit does not constitute liquidated damages and nothing herein shall limit Landlord's right to recover actual damages in excess thereof, or any other cause of action Landlord may have against Tenant under this Lease, or permit Tenant to apply any portion thereof in lieu of payment of any Rent due hereunder. The Security Deposit may be

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ATTEST: Sandra Collop
County Clerk

Presiding Commissioner, Mark Shahan

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115 held in an interest bearing account and need not be maintained intact or in a separate escrow account unless the laws of
116 the State in which the Premises is located require otherwise. Any interest earned shall be paid to Landlord or its designated
117 Property Manager from time to time. If Landlord conveys its interest under this Lease, the Security Deposit (or portion
118 thereof not previously applied) may be turned over to Landlord's grantee or assigns. In such case, Tenant hereby releases
119 Landlord from any liability with respect thereto and shall look solely to such grantee or assign. Property Manager may
120 deliver any Security Deposit received by it directly to Landlord, and shall have no responsibility for any refund due to Tenant.

121 3. RENEWAL OPTION: *(If the following is not intended to apply, insert "Zero," "0," "N/A" or "Not Applicable")* Tenant shall
122 have the right to extend the Term for one (1) additional period(s) of 4 months (4) years each, commencing
123 on the expiration of the then current Term (i.e., expiration of the Initial Base Term with respect to commencement of the first
124 extension period; expiration of the first extension period with respect to commencement of the second extension period,
125 etc.) of the Lease. Such right shall be deemed effectively exercised only if Tenant gives Landlord Notice thereof at least
126 Thirty (30) days (ninety (90) days if none stated) prior to the expiration of the then current Term and only
127 if Tenant is not in default at the time of such exercise. All terms and provisions of this Lease shall apply during the extension
128 Term(s), except that Monthly Rent payable pursuant to the Lease shall be increased as follows:
129 Extension Term 1: 6 mos: $ 850.00 per month; $ N/A per square foot
130 Extension Term 2: ____: $ _____ per month; $ _____ per square foot
131 Extension Term 3: ____: $ _____ per month; $ _____ per square foot
132 Tenant's failure to timely exercise any right to extend the Term shall cause all rights (if any) to future extensions to lapse.
133 The right to extend the Term is expressly made to be personal to only the initial Tenant named in this Lease and shall not
134 inure to the benefit of any successor, assignee or sublessee of said Tenant.

135 4. USE OF PREMISES; CONTINUOUS OCCUPANCY:
136 A. Permitted Use of Premises. Tenant agrees to use and occupy the Premises solely as
137 County Offices and for no other purpose
138 without the prior written consent of Landlord in each event, which consent shall be at Landlord's discretion. Tenant shall be
139 solely responsible to conduct its business in compliance with all local, state and federal laws, orders, ordinances, regulations
140 and requirements ("Laws") now or hereafter affecting the Premises or the use thereof, including without limitation
141 accessibility laws. Tenant shall also comply with all encumbrances and shall not violate in any manner any exclusive use
142 rights or prohibited use restrictions encumbering the Property, which exclusive and prohibited use provisions are available
143 for Tenant's inspection. Tenant will not use the sidewalks or anyplace outside of the Premises to store personal property,
144 merchandise or coin vending machines of any kind without the prior written consent of Landlord. Tenant shall not commit
145 waste in the or Premises and agrees to keep the Premises free from any pests, insects, debris, trash or litter, to comply with
146 all insurance regulations and to not do anything to cause an increase in rates or cancellation of insurance. Tenant shall not
147 allow any unreasonable noise, vibration, odor, trash or fumes to escape the Premises, or any other public or private
148 nuisance, and upon Notice from Landlord thereof, will promptly modify its conduct to eliminate any such objectionable
149 operations. Automobiles and motorcycles (which must be operable, licensed and insured) of Tenant and all family members,
150 guests, invitees, agents or employees, shall be parked in regular parking places, if provided, and in no other place. No
151 trailer, boat or recreational vehicle of any kind shall be parked or stored at any place on or around the Premises without
152 Landlord's prior written approval. Vehicle repairs of any kind shall not be permitted on the Premises.

153 The parties specifically acknowledge and agree that the Building (*check one*) ☐ is ☐ is not a smoke free facility.

154 B. Reserved Rights/Safety. Tenant's use and occupation of the Premises shall at all times be subject to the exclusive
155 control and management of Landlord. Landlord shall have the right, from time to time, to make, establish and promulgate
156 reasonable rules and regulations with regard to the operation, maintenance and use thereof. Tenant covenants to observe,
157 keep and comply with such rules and regulations. Landlord shall have the exclusive right at any and all times to close any
158 exterior portion of the Premises as may be necessary to prevent the public from obtaining prescriptive rights, or to make
159 repairs, changes or additions thereto and may change the size, area or arrangement thereof within or adjacent to the Land,
160 and may enter into agreements with adjacent owners for cross easements for parking, ingress or egress. Landlord further
161 reserves the right to change, eliminate or add to the Building. Any such diminution shall not be deemed to be a constructive
162 or actual eviction of Tenant. Landlord shall not be liable to Tenant for any crime committed against Tenant or any Tenant
163 Party (as defined below). Tenant shall assess its own risk and design its own plan for the safety of Tenant and any Tenant
164 Party at the Premises. Tenant shall report any criminal incidents to or near the Premises to Landlord or its Property Manager
165 (if any), and if requested, shall fill out an incident report and participate in any investigation management may choose to
166 undertake. Should Landlord establish any security procedures and policies, including but not limited to a policy regarding
167 concealed weapons, Tenant shall abide by same.

168 C. Continuous Occupancy. If Tenant is required to pay Percentage Rent hereunder, Tenant shall keep its business
169 in the Premises open continuously during the Term, fully stocked, stocked and staffed, using only the Trade Name, on the
170 following days and hours _____ and
171 will not cease operations in the Premises without the express written consent of Landlord, unless prevented from doing so
172 by reason of an event of Force Majeure. If Tenant fails to comply with the terms of this paragraph, then in addition to any
173 and all remedies of Landlord herein, Tenant shall pay Landlord in addition to all other Rent required to be paid by Tenant
174 hereunder, Additional Rent at the rate of 1/360th of the total annual Monthly Rent for each day Tenant fails to so comply.

203 B. Signs and Alterations. Tenant shall not make any alterations or additions in or to the Premises, and shall not
204 erect, install or permit to be put upon any exterior door, wall or window of the Premises, under the canopy or on any other
205 part of the Premises which is visible to public view outside the Premises, any sign, billboard, display or advertisement
206 whatsoever without the prior written consent of Landlord. Tenant shall, at its own expense, maintain any such approved
207 sign, advertising or display in good condition and repair and shall pay for all electric current consumed thereby. All signs
208 shall comply with Landlord's sign criteria, which criteria shall be made available to Tenant upon request, and with all
209 applicable Laws, the determination of which and compliance therewith shall be Tenant's sole responsibility, regardless of
210 whether Landlord consents to Tenant's proposed signage.

211 C. Surrender of Premises. Upon the expiration or earlier termination of the Term, Tenant shall surrender possession
212 of the Premises in as good order, condition and repair as when received, ordinary wear and tear excepted, shall remove all
213 Tenant Personalty (except as specifically set forth below) and debris, thoroughly clean the Premises and have all carpets
214 cleaned by a professional cleaning company. Tenant shall reimburse Landlord for any necessary repairs or cleanup that is
215 not completed by Tenant prior to surrendering possession, including but not limited to any damage caused by the installation
216 or removal of any Tenant signage to any exterior Building surfaces and any work required to cause such area to match the
217 balance of the Building, which work shall be estimated and performed (at Landlord's option and at Tenant's expense) by
218 Tenant or by or on behalf of Landlord. Unless otherwise agreed to in writing by Landlord, all alterations, additions,
219 improvements, installations and fixtures at the Premises, by whomsoever installed or erected (excepting only such business
220 trade fixtures belonging to Tenant as are set forth in writing and attached hereto or as subsequently agreed to in writing by
221 Landlord) shall belong to Landlord and remain on and be surrendered with the Premises; provided, however, at Landlord's
222 option, to be exercised if at all by giving Notice to Tenant no later than _____ Fourty five (45) days (15 days if none
223 stated) prior to expiration of the Term, Tenant may be required to remove Tenant's alterations and improvements prior to
224 surrendering possession. If this Lease is terminated because of Tenant's default hereunder, Tenant shall not be permitted
225 to remove any Tenant Personalty without Landlord's prior written consent. Tenant's obligations under this paragraph shall
226 survive the expiration or termination of this Lease.

227 5. MAINTENANCE, REPAIRS & ACCESS TO PREMISES:
228 A. Maintenance By Tenant. Tenant shall keep and maintain the Premises in at least as good order, condition and
229 repair as when received (ordinary wear and tear excepted), and when necessary, will be responsible for the cost to replace
230 all parts of the Premises (excepting only those for which Landlord is expressly responsible under this Lease), including
231 without limitation, any doors, utility service meters and lines (from the point such lines enter the Building) and all heating,
232 ventilating, air-conditioning, plumbing, sprinkler, electrical and other mechanical equipment, appliances and systems
233 (wherever located), interior walls, inside surfaces of exterior walls, fixtures, floor coverings, lighting fixtures, all glass,
234 windows, doors and frames for same, all improvements made by or on behalf of Tenant and all Tenant Personalty (defined
235 below). Tenant will also clean and maintain any exterior areas of the Premises (including removal of snow and ice from all
236 driveways, parking areas and sidewalks unless specified otherwise), and regularly water, mow, trim, fertilize and otherwise

137 6. ACCEPTANCE, ALTERATIONS AND RETURN OF PREMISES:
138 A. Acceptance of Premises/Landlord's Work. Tenant has inspected the Premises prior to execution of this Lease
139 and, subject to the rights of any present or former occupant (if any) to remove its personal property and trade fixtures, and
140 unless and except as may be otherwise noted below regarding Landlord's Work, shall accept and take possession no later
141 than the Commencement Date scheduled above in its "as-is" condition. The parties acknowledge that Landlord has not
142 made and hereby disclaims, all warranties and/or representations, express or implied, regarding the Premises and the
143 condition, habitability or fitness thereof for any use or purpose whatsoever, including any representation or warranty imposed
144 by operation of law, course of dealing, custom, practice or otherwise. Landlord shall use all reasonable diligence to give
145 Tenant full and exclusive possession of the Premises as of the scheduled Commencement Date, but if Landlord fails to do
146 so for any reason (with all of Landlord's Work, if any, substantially completed), then Rent shall abate (prorated on a daily
147 basis) and the Commencement Date shall be extended for the period of any such delay. Tenant shall make no other claim
148 against Landlord for any such delay; provided, however, that if for any reason other than an event of Force Majeure,
149 possession is not so delivered to Tenant on or before N/A, then Tenant shall have the option of
150 cancelling and terminating this Lease by giving Notice to Landlord within ten (10) days thereafter.

151 "Landlord's Work" is limited to the following items (if any) which (*unless otherwise specified*) shall be substantially
152 completed prior to the scheduled Commencement Date (*Attach additional pages if needed, but if the following is not*
153 *applicable, insert "N/A" or "Not Applicable"*): Not Applicable

154 _____

155 Tenant shall be permitted to install fixtures and equipment in the Premises prior to the Commencement Date only with the
156 prior written consent of Landlord. Any work done by Tenant prior to completion of Landlord's Work shall be done in such
157 manner as will not interfere with the progress of Landlord's Work, if any. Landlord shall have no liability or responsibility for
158 the loss of or any damage to any Tenant Personalty (as defined at Section 7D below) so installed or placed on the Premises.
159 Notwithstanding anything herein to the contrary, in no event shall the Commencement Date occur later than the date on
160 which Tenant initially opens the Premises for business. Upon written request of Landlord or Tenant, the parties shall enter
161 into a written memorandum setting forth the Commencement Date and Lease expiration date in such form as is provided
162 by Landlord, but Tenant shall not record this Lease without Landlord's prior written consent. The parties acknowledge that
163 certain obligations under this Lease may commence prior to the Commencement Date and agree to be bound by those
164 terms.

165 maintain any lawns, shrubs, plants, trees and other landscaping located at the Premises. Tenant shall also be responsible
166 for any damage arising from any act for which Tenant has indemnified Landlord (as set forth below). Landlord may choose
167 to directly make any such repairs or replacements and, if so, Tenant shall reimburse Landlord for the actual cost thereof as
168 Additional Rent.

169 B. Maintenance By Landlord. Landlord shall keep and maintain in good order, condition and repair (ordinary wear
170 and tear excepted), the foundation, roof and exterior walls (exclusive of interior surfaces), gutters and downspouts of the
171 Building, and structural portions thereof, except as to damage arising from any act for which Tenant has indemnified
172 Landlord (as set forth below), which is Tenant's sole responsibility. Nothing herein shall be construed to require Landlord
173 to repair any structural or other future or improvement installed by Tenant. Tenant shall notify Landlord immediately of any
174 needed that, if left unattended would result in damage to the Premises, such as water leakage, roof damage, wall
175 cracks and/or holes, tenants or leaves damage, etc. Landlord shall have no duty to make any repairs until and unless Tenant
176 provides Landlord notice of the need therefor, and Landlord shall have a reasonable time thereafter to make such repairs.

177 C. Access. Landlord may enter the Premises at reasonable hours and upon prior reasonable notice (except in case
178 of an emergency, for which prior Notice shall not be required) to examine the same, to show it to prospective lenders and
179 purchasers, and to do anything Landlord may be required or permitted to do under this Lease. During the last Fourty Five
180 (45) days (90 days if none stated) of the Term, Landlord may display a "For Rent" sign on and show the Premises to
181 prospective tenants. Landlord specifically reserves the right to the exclusive use of the roof, the air space above the roof,
182 the space below the floor of the Premises and the exterior walls of the Building, and the right in, over and upon the Premises
183 as may be reasonably necessary or advisable for servicing of the same or other portions of the Land, including without
184 limitation the right to install, maintain, use, repair and replace pipes, duct work, conduits, utility lines and wires. Tenant shall
185 not cause or permit accumulation of any debris or other matter on the roof of the Building and will not in any manner cut or
186 drive nails into it. Tenant shall use the services of Landlord's roofing contractor for installation of any roof mounted equipment
187 or accessories to avoid invalidating Landlord's roof warranty, which equipment, notwithstanding the foregoing, shall not be
188 installed without Landlord's prior written consent.

189 7. TENANT INDEMNITY & INSURANCE; SUBROGATION:
190 A. Indemnification. Tenant shall indemnify, defend and hold harmless Landlord and Landlord's Property Manager (if
191 any, as designated from time to time) and their respective officers, shareholders, members, partners, employees and agents
192 (each a "Landlord Party") from and against any and all loss, liability, cost and expense of any kind that may occur or be
193 claimed with respect to any injury or damage to persons or property arising out of or resulting in any way from (i) any act or
194 omission of Tenant or any of its customers, guests, invitees, employees, agents, contractors, servants, licensees,
195 sublessees, occupiers or other persons or entities permitted at the Premises at any time claiming under or through Tenant
196 (each, a "Tenant Party") during the Term or any period referenced in Paragraph 5A; (ii) any breach or default in the
197 performance of any obligation of Tenant hereunder; (iii) the use of the Premises by Tenant or any Tenant Party; and (iv)
198 any occurrence in, upon, at or from the Premises arising only to the extent caused by the willful misconduct or extreme
199 and reckless indifference and disregard for the safety and rights of others by Landlord or a Landlord Party. Tenant shall
200 promptly notify Landlord of any claim, action, proceeding or suit instituted or threatened against a Landlord Party or Tenant.
201 If a Landlord Party is made a party to any action for which Tenant has agreed to provide indemnity, then Tenant shall pay
202 all costs and provide counsel reasonably acceptable to such Landlord Party in such action or shall pay, at the indemnified
203 party's option, their reasonable attorney fees and costs incurred in connection therewith. The terms of this section shall
204 survive the expiration or termination of this Lease.

205 B. Insurance. Tenant shall procure and keep in full force, at its sole cost and expense, at all times during the Term:

206 (i) plate glass insurance in the amount of one hundred percent (100%) of the replacement cost of all windows and
207 doors in the Premises, subject to a deductible acceptable to Landlord, and, unless expressly stated otherwise, insurance
208 covering all merchandise, inventory, goods, contents, signs, advertisements, displays, furnishings, fixtures, equipment,
209 improvements or other work done, and all other personal property owned, leased or kept, by or on behalf of Tenant or any
210 Tenant Party in or about the Premises ("Tenant Personalty") in an amount not less than their full replacement cost providing
211 protection against any peril included within the classification "All Risk" coverage, together with insurance against sprinkler
212 leakage (if the Premises are sprinklered), earthquake, flood, water leakage, theft, vandalism and malicious mischief; and

213 (ii) comprehensive public liability insurance protecting and indemnifying Landlord and its designated Property
214 Manager (if any) in an amount not less than One Million and Zero/100 DOLLARS ($ 1,000,000.00)
215 for injury or death per person, One Million and Zero/100 DOLLARS ($ 1,000,000.00)
216 per occurrence, and Five Hundred Thousand and Zero/100 DOLLARS ($ 500,000.00) for property damage; and

217 (iii) if at any time during the Term, beer, wine or other alcoholic liquor or beverages are sold or given away from
218 the Premises (i) being underserved and agreed, however, that the foregoing shall not authorize the use of the Premises for
219 such purposes without the prior express written consent of Landlord), Dram Shop insurance protecting Tenant and all
220 Landlord Parties in connection therewith, with policy limits as provided for by Law and otherwise acceptable to Landlord.

221 If the rates applicable to any insurance maintained by or on behalf of Landlord shall be increased by reason of any use
222 of the Premises made by Tenant or any Tenant Party or any property placed or stored therein, then Tenant shall pay to
223 Landlord such increase in insurance rates (i.e., premiums) as are caused thereby (as determined by the organization making
224 the premium rates). If at any time during the Term Tenant fails to procure or maintain any insurance required of it hereunder,
225 or to pay for any increase in premiums in accordance herewith, then (in addition to all other remedies available for a default

Continued on page 510.

ATTEST: _____

County Clerk

_____

Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES
MONDAY FEBRUARY 28, 2022

Continued from page 509.

by Tenant) Landlord (and/or Landlord's designated lender(s) or Property Manager, if any) may (but shall not be obligated to) procure the same at Tenant's expense. Tenant shall immediately reimburse Landlord for any such premium expense, plus interest thereon at the Default Rate from the date of expenditure until fully reimbursed.

All policies of insurance required of Tenant hereunder shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of not less than A-XII as rated in the most currently available "Best's" insurance reports, and licensed and qualified to do business and write such coverage in Missouri. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry, and shall name Landlord and its designated lender(s) and Property Manager (if any) as additional insureds. All public liability policies shall contain a provision entitling recovery under said policies for any loss occasioned by any Landlord Party by reason of Tenant's negligence, notwithstanding their being named as additional insureds thereunder. Executed copies of such policies or certificates thereof shall be delivered to Landlord prior to any entry upon the Premises by Tenant. Renewal policies or certificates shall be delivered to Landlord within thirty (30) days prior to the expiration of the term of each such policy and upon request of Landlord at any time during the Term. Tenant's insurance policies shall contain an endorsement that such insurance may not be cancelled or amended except upon at least thirty (30) days' prior Notice from the insurance company to Landlord and/or its designated Property Manager.

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

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

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

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

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

10. DEFAULT AND REMEDIES: If: (a) Tenant fails to comply with any term of this Lease upon ten (10) days' prior Notice (excepting the payment of Monthly Rent, for which no demand or Notice shall be necessary); (b) Tenant files a petition in bankruptcy or under any similar law for insolvency or dissolution, becomes insolvent or makes 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 Tenant or any material assets of Tenant and the same is not discharged within ninety (90) days, then in any of such events, Tenant shall be in default and Landlord shall have the option to do any one or more of the following: (i) enter upon the Premises or any part thereof, with or without process of law, and expel, remove and put out Tenant or any other person(s) who might be thereon, and use or (without any obligation to do so) remove and store all or any part of said Tenant Personalty found therein at Tenant's sole cost, or on three (3) days prior Notice to Tenant, sell any such Tenant Personalty at public or private sale, or if shall be unsellable, to dispose of it in any manner without liability; (ii) terminate this Lease; or (iii) without terminating this Lease, rent the Premises or any part thereof for such term or terms (which may extend beyond the Lease Term) and at such rent and upon such other terms as Landlord in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change the Premises. Any rents received by Landlord from such reletting shall be applied first to payment of any costs and expenses of such reletting, including without limitation attorneys' fees, advertising fees, brokerage fees and the costs of any such repairs, renovation, remodeling, redecoration, alterations and changes in the Premises; second, to the payment of any Rent or other Indebtedness (other than Monthly Rent) due from Tenant hereunder; and third, to the payment of Monthly Rent due and payable hereunder. If after so applying such rents there remains a deficiency, Tenant shall immediately pay any such deficiency to Landlord along with interest thereon at the Default Rate until fully paid. No such re-entry or taking possession of the Premises shall be construed as an election on Landlord's part to terminate or accept a surrender of this Lease unless Landlord gives Tenant prior Notice of such intention. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous breach and default. If Landlord at any time terminates this Lease by reason of any default by Tenant, then Landlord may recover from Tenant the worth at the time of such termination of the excess of the amount of Rent reserved in this Lease for the balance of the Lease Term over the then reasonable rental value of the Premises for the same period. The rights and remedies of Landlord under this Lease are cumulative, and none shall be exclusive of any other right or remedy hereunder or otherwise allowed at law or in equity. Landlord shall have the right to cure any default on behalf of Tenant, in which event Tenant shall reimburse Landlord for all sums paid to effect such cure, together with interest thereon 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, by injunction or otherwise, without such result being deemed a termination of or acceptance of surrender of this Lease. If any litigation is commenced by either party to enforce any right or obligation hereunder, then in addition to any other available right or remedy, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and expenses.

11. HOLDING OVER: If Tenant remains in possession of the Premises after the expiration or sooner termination of the Term without Landlord's written consent, such holding over shall constitute a default hereof and, without limiting any other right or remedy of Landlord, create and be deemed to be a tenancy at sufferance, terminable without Notice of any kind except as may be required in accordance with Law, but subject to all other terms of this Lease insofar as the same may apply to such a tenancy, except that Tenant shall pay, in addition to all other charges payable by Tenant hereunder, for each day that Tenant holds over, Monthly Rent at an amount equal to two (2) times the rate (on a per diem basis) of Monthly Rent herein provided to be paid during the last month of the Term. Landlord's receipt of holdover Rent shall not relieve Tenant of liability to Landlord for any damages resulting from Tenant's holdover.

12. WAIVER: No failure to exercise, or any delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or any other right. Any waiver of any default, breach or failure under this Lease shall not be construed as a waiver of any subsequent or different default, breach or failure. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any payment be deemed an accord and satisfaction.

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Landlord may accept such payment without prejudice to Landlord's right to recover the balance due or pursue any other remedy, or in any way waiving Landlord's rights with respect thereto or any other breach. No receipt of money by Landlord after termination of this Lease in any way shall reinstate, continue or extend the Term.

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

14. ESTOPPEL CERTIFICATE: Tenant shall, from time to time upon not less than ten (10) days' prior Notice, execute and deliver to Landlord a statement, in form prepared by Landlord and certifying as follows: that this Lease is unmodified and in full force (or if modified, that the Lease as modified is in full force and stating such modifications), the dates to which Monthly Rent and any other charges have been paid, that Landlord is not in default under this Lease except for such defaults, if any, described in detail in such certificate, and that Tenant has no defenses, offsets or counter claims against its obligations to pay Rent hereunder and to perform its other covenants under this Lease (or, if there are any alleged defenses, offsets or counter claims, setting them forth in reasonable detail). Such statement may be relied upon by any prospective purchaser, mortgagee or deed of trust holder of the Premises; and Tenant shall be liable for all loss, cost and expense resulting from the failure of any sale or funding of any loan caused by any refusal of Tenant to execute such estoppel certificate or any material misrepresentation contained therein.

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

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

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

18. FORCE MAJEURE: If either party is prevented or delayed from punctually performing any obligation or satisfying any condition under this Lease by any strike, lockout, labor dispute, inability to obtain labor, materials or reasonable substitutes therefor, acts of God, unusual governmental restriction, regulation or control, enemy or hostile government action, civil commotion, insurrection, sabotage, fire or other casualty, or any other condition beyond the reasonable control of such party or caused by the other party ("Force Majeure"), then the time to perform such obligation or to satisfy such condition shall be extended on a day-by-day basis for the period of delay caused by such Force Majeure event; provided, however, that the foregoing shall not apply to Tenant's obligation to pay Rent hereunder. In order for the foregoing to be effective, the party claiming the delay shall give Notice to the other party, within ten (10) days of the incident specified, setting forth with particularity the nature thereof, the reason therefor, the date and time incurred and the reasonable length the incident will

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delay fulfillment of any obligation contained herein. Failure to give such Notice within the specified time shall render such delay invalid in extending the time for performing the obligations hereunder.

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

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

21. ANTI-TERRORISM: Each party hereto represents and warrants to each other party and to the Broker(s), 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 National and Blocked Person (as defined in Presidential Executive Order 13224), or with whom you are prohibited to do business with under anti-terrorism laws.

22. BROKER COMPENSATION: Except as may be specifically set forth in the "Special Agreements" (Section 26) of this Lease, any real estate commission or other compensation due to the undersigned (the "Broker(s)") will be paid by (check one, neither or both, as applicable) ☐ Landlord ☐ Tenant, pursuant to the separate brokerage service agreement(s) with said Broker(s). Landlord and Tenant each represent to the other that the Broker(s) identified in Section 23 below, is (are) the only real estate broker(s) involved in this Lease. Each party shall indemnify, defend and hold harmless the other party free from any loss, liability and damage incurred that arises as a result of any contrary claim made by any other person. The provisions of this Section shall survive expiration or termination of this Lease.

23. BROKERAGE RELATIONSHIP: By signing below, Tenant and Landlord confirm that disclosure of the undersigned Broker(s) brokerage relationship, as required by law or regulation, was made to Landlord and/or Tenant or their respective agents and/or transaction brokers (as the case may be), by or on behalf of said undersigned Broker(s), no later than the first showing of the Premises, upon first contact, or immediately upon the occurrence of any change to that relationship.

Licensee assisting Tenant is a:
(Check appropriate boxes)
- ☐ Tenant's Limited Agent (acting on behalf of Tenant).
- ☒ Landlord's Limited Agent (acting on behalf of Landlord).
- ☐ Dual Agent (acting on behalf of both Tenant & Landlord).
- ☐ Transaction Broker Assisting Tenant (not acting on behalf of either Tenant or Landlord).
- ☐ Subagent of Landlord (acting on behalf of Landlord).
- ☐ *(Also check here if serving as a designated agent)*

Licensee assisting Landlord is a:
(Check appropriate boxes)
- ☒ Landlord's Limited Agent (acting on behalf of Landlord).
- ☐ Tenant's Limited Agent (acting on behalf of Tenant).
- ☐ Dual Agent (acting on behalf of both Landlord & Tenant).
- ☐ Transaction Broker Assisting Landlord (not acting on behalf of either Landlord or Tenant).
- ☐ *(Also check here if serving as a designated agent)*

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

N/A	N/A
Broker's Firm Assisting Tenant (and MLS ID No., if any)	Broker's Firm Assisting Landlord (and MLS ID No., if any)
By (Signature) [signature]	By (Signature) [signature]
Licensee's Printed Name: [illegible]	Licensee's Printed Name: [illegible]
Address: PO Box 30	Address: PO Box 30
Kirksville MO 63501	Kirksville MO 63501
Date: 02/28/2022	Date: 02/28/2022
Facsimile: N/A	Facsimile: N/A

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Continued on page 511.

ATTEST: [signature]

County Clerk

[signature]

Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES
MONDAY FEBRUARY 28, 2022

Continued from page 510.

24. LICENSEE PERSONAL INTEREST DISCLOSURE: (complete if applicable; otherwise insert 'Not Applicable')
Garrett P. Lawrence and Michelle J. Lawrence (insert name of licensee) is a real estate broker or salesperson, and is (check one or more, as applicable):
☒ a party to this transaction;
☒ a principal or and/or has a direct or indirect ownership interest in ☒ Landlord ☐ Tenant, and/or
☒ an immediate family member of ☒ Landlord ☐ Tenant. Specify: _____

25. FRANCHISE DISCLOSURE: (Check box and complete only if applicable).
☒ The following Broker(s)/Property Manager is/are a member of a franchise and pursuant to the terms of its franchise agreement, the franchisor has no legal liability for its actions, despite its use of franchisor's trade name or trademark:
Century 21 | Rolling Realty

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

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

28. RIDERS: The following Riders are attached hereto and incorporated herein as part of this Lease (check all that apply)
☐ _____ ☐ _____

29. SPECIAL AGREEMENTS: Landlord shall pay for water/sewer monthly usage fees. Tenant shall retain responsibility for standing maintenance.

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

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE TO COMMERCIAL LEASE (SINGLE-TENANT)

TENANT (for a corporation or other entity)
Adair County
(Print Company Name and Title of Tenant)
Mark Shahan
Print Name and Title
County Clerk
Print Name and Title
(for Notices prior to Commencement Date):
Adair County Clerk's Office
106 W. Washington
Kirksville, MO 63501
660-665-1874
E-mail: mshahan@adaircounty.com
Date: 02/28/2022

TENANT (for one or more individuals)
Print Name
Print Name
Address: (for Notices prior to Commencement Date):
Phone:
E-mail:
Date

LANDLORD:
(Sign here if Landlord is to sign this Lease and Receive Rent, Security Deposit and Notices directly)
Garrett Lawrence, Michelle Lawrence
Landlord's Name (if more than one individual, add or attach additional signature lines as needed)
By: [signature]
Print Name: Garrett Lawrence, Michelle Lawrence
Title (if any)
Address: PO Box 30
Kirksville MO 63501
Phone: 660-341-1024
E-mail: Garrett.r@gmail.com
Date: 02/28/2022

PROPERTY MANAGER:
(Sign here if Property Manager is to sign this Lease and receive Rent, Security Deposit and Notices for Landlord)
Property Manager's Name (as Landlord's authorized agent)
By:
Print Name:
Title (if any)
Address:
Phone:
E-mail:
Date

Approved by legal counsel for the exclusive use by current members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to its legal validity or adequacy in this Lease, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction may each dictate that amendments to this form be made.
Last Revised 1/3/2012. ©2010 Missouri REALTORS®
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IN REF. ORDER NO 12 Commercial Lease for 310 N. Elson & 124 W. Missouri Street in Kirksville, MO

RECEIVED
FEB 28 2022
ADAIR COUNTY CLERK

Missouri REALTORS®

Commercial Lease (Single Tenant)

This Lease has legal consequences. If you do not understand it, consult your attorney.

THIS COMMERCIAL LEASE ("Lease") is made and entered into by and between (insert name of owner) Stuart Lawrence, Michelle Lawrence (hereinafter "Landlord"), and 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 0 years and 8 months, starting on March 1 2022, or such other date as may be provided at Section 5A (the "Commencement Date").

"Monthly Rent": Lease Year 2022: $ 1700.00 per month; $ N/A per square foot
(fill in all blanks) 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 310 N. Elson & 124 W. Missouri Street (the "Building") and (the "Land") located at:
310 N. Elson/124 W. Missouri Street Kirksville 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.
☒ (Check box if legal description or site plan is attached)

(If any parking space(s) is/are included as part of the Premises, identify below by checking and completing all that apply):
☐ Attached Garage ☐ Offsite location (Identify) _____
Number of Spaces = ____ ☐ Reserved ☒ Unreserved ☐ Other (Describe) _____

Note: 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 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; and
Insurance:	☐ all	☐ the "increase" in, or	☐ none.

"Increase" means the increase in such 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 procured 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 or 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 $ 0.00 (spell out: and Zero/100).

"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 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

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covenant to pay Rent is independent of every other covenant set forth in this Lease. Unless otherwise specified as set forth herein, Additional Rent shall be due and payable no earlier 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 effectuate the payment of Rent as above provided. Tenant shall retain sufficient amounts in the Account to cover the 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 hiatus.

C. Percentage Rent. (If the following is not intended to apply, insert "zero," "0," "N/A" or "Not Applicable". This paragraph should only be completed for a lease permitting a retail use). Tenant shall also pay, as "Percentage Rent", for each Lease year the amount (if any) by which N/A 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 twelfth full 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 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, concessionaires and subtenants, but shall not include sales taxes or similar taxes collected from customers for governmental agencies, sales to employees at discount, not returns, refunds or allowances made by Tenant to its customers. Tenant shall furnish Landlord with a written statement showing the amount of Gross Receipts 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 each 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 in such form and content as Landlord may reasonably determine.

D. Audits. 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 either incurring 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 misstatement 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 either refund 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 timely pay for all electricity, gas, water, fuel, trash removal and any 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 also 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 contest any Taxes or proposed increase thereof, any expense incurred in such contest shall be considered as a Tax expense and Tenant shall pay for the same. Landlord may, at its option, require fixed monthly or other periodic charges for any such Operating Expenses, Taxes and Insurance, based upon the estimated annual cost thereof, payable in advance, but subject to Audit readjustment 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 the Lease in connection therewith. Tenant agrees to pay as a late charge $ 170.00 for each month that any payment of Rent remains unpaid after the due date. In addition, any Rent which remains in arrears three (3) days after the same is due 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 successors), 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 portions thereof) to cure any default that may exist. Upon surrendering possession of the Premises as required hereby, Landlord shall return the Security Deposit to Tenant, provided Tenant has made all payments and performed all obligations of Tenant hereunder. The Security Deposit does not constitute liquidated damages and nothing herein shall limit Landlord's right to recover actual damages in excess thereof, or any other cause of action Landlord may have against Tenant under this Lease, or permit Tenant to apply any portion thereof in lieu of payment of any Rent due hereunder. The Security Deposit may be

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Continued on page 512.

ATTEST: [signature]
County Clerk

[signature]
Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES
MONDAY FEBRUARY 28, 2022

Continued from page 511.

held in an interest bearing account and need not be maintained intact or in a separate escrow account unless the laws of the State in which the Premises is located require otherwise. Any interest earned shall be paid to Landlord or its designated Property Manager from time to time. If Landlord conveys its interest under this Lease, the Security Deposit (or portion thereof not previously applied) may be turned over to Landlord's grantee or assigns. In such case, Tenant hereby releases Landlord from any liability with respect thereto and shall look solely to such grantee or assign. Property Manager may deliver any Security Deposit received by it directly to Landlord, and shall have no responsibility for any refund due to Tenant.

3. RENEWAL OPTION: *(If the following is not intended to apply, insert "zero," "0," "N/A" or "Not Applicable")* Tenant shall have the right to extend the Term for __one__ (_1_) additional period(s) of _5 months_ (_5_) years each, commencing on the expiration of the then current Term (*i.e.*, expiration of the initial Base Term with respect to commencement of the first extension period; expiration of the first extension period with respect to commencement of the second extension period, etc.) of this Lease. Such right shall be deemed effectively exercised only if Tenant gives Landlord Notice thereof at least __Thirty__ (_30_) days *(ninety (90) days if none stated)* prior to the expiration of the then current Term and only if Tenant is not in default at the time of such exercise. All terms and provisions of this Lease shall apply during the extension Term(s), except that Monthly Rent payable pursuant to the Lease shall be increased as follows:

Extension Term 1: _Emtx_: $ _1,700.00_ per month; $ _N/A_ per square foot
Extension Term 2: ____: $ ________ per month; $ ________ per square foot
Extension Term 3: ____: $ ________ per month; $ ________ per square foot

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

4. USE OF PREMISES; CONTINOUS OCCUPANCY:

A. Permitted Use of Premises. Tenant agrees to use and occupy the Premises solely as __County Offices__ and for no other purpose without the prior written consent of Landlord in each event, which consent shall be at Landlord's discretion. Tenant shall be solely responsible to conduct its business in compliance with all local, state and federal laws, orders, ordinances, regulations and requirements ("Laws") now or hereafter affecting the Premises or the use thereof, including without limitation accessibility laws. Tenant shall also comply with all encumbrances and shall not violate in any manner any exclusive use rights or prohibited use restrictions encumbering the Property, which exclusive and prohibited use provisions are available for Tenant's inspection. Tenant will not use the sidewalks or anyplace outside of the Premises to store personal property, merchandise or coin vending machines of any kind without the prior written consent of Landlord. Tenant shall not commit waste in the or Premises and agrees to keep the Premises free from any pests, insects, debris, trash or filth, to comply with all insurance regulations and to not do anything to cause an increase in rates or cancellation of insurance. Tenant shall not allow any unreasonable noise, vibration, odor, trash or fumes to escape the Premises, or any other public or private nuisance, and upon Notice from Landlord thereof, will promptly modify its conduct to eliminate any such objectionable operations. Automobiles and motorcycles (which must be operable, licensed and insured) of Tenant and all family members, guests, invitees, agents or employees, shall be parked in regular parking places, if provided, and in no other place. No trailer, boat or recreational vehicle of any kind shall be parked or stored at any place on or around the Premises without Landlord's prior written approval. Vehicle repairs of any kind shall not be permitted on the Premises.

The parties specifically acknowledge and agree that the Building *(check one)* ☒ is ☐ is not a smoke free facility.

B. Reserved Rights/Safety. Tenant's use and occupation of the Premises shall at all times be subject to the exclusive control and management of Landlord. Landlord shall have the right, from time to time, to make, establish and promulgate reasonable rules and regulations with regard to the operation, maintenance and use thereof. Tenant covenants to observe, keep and comply with such rules and regulations. Landlord shall have the exclusive right at any and all times to close any exterior portion of the Premises as may be necessary to prevent the public from obtaining prescriptive rights, or to make repairs, changes or additions thereto and may change the size, area or arrangement thereof within or adjacent to the Land, and may enter into agreements with adjacent owners for cross easements for parking, ingress or egress. Landlord further reserves the right to change, eliminate or add to the Building. Any such diminution shall not be deemed to be a constructive or actual eviction of Tenant. Landlord shall not be liable to Tenant for any crime committed against Tenant or any Tenant Party (as defined below). Tenant shall assess its own risk and design its own plan for the safety of Tenant and any Tenant Party at the Premises. Tenant shall report any criminal incidents in or near the Premises to Landlord or its Property Manager (if any), and if requested, shall fill out an incident report and participate in any investigation management may choose to undertake. Should Landlord establish any security procedures and policies, including but not limited to a policy regarding concealed weapons, Tenant shall abide by same.

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

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5. ACCEPTANCE, ALTERATIONS AND RETURN OF PREMISES:

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

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

Tenant shall be permitted to install fixtures and equipment in the Premises prior to the Commencement Date only with the prior written consent of Landlord. Any work done by Tenant prior to completion of Landlord's Work shall be done in such manner as will not interfere with the progress of Landlord's Work, if any. Landlord shall have no liability or responsibility for the loss of or any damage to any Tenant Personalty (as defined at Section 7B below) so installed or placed on the Premises. Notwithstanding anything herein to the contrary, in no event shall the Commencement Date occur later than the date on which Tenant initially opens the Premises for business. Upon written request of Landlord or Tenant, the parties shall enter into a written memorandum setting forth the Commencement Date and Lease expiration date in such form as is provided by Landlord, but Tenant shall not record this Lease without Landlord's prior written consent. The parties acknowledge that certain obligations under this Lease may commence prior to the Commencement Date and agree to be bound by those terms.

B. Signs and Alterations. Tenant shall not make any alterations or additions in or to the Premises, and shall not erect, install or permit to be put upon any exterior door, wall or window of the Premises, under the canopy or on any other part of the Premises which is visible to public view outside the Premises, any sign, billboard, display or advertisement whatsoever without the prior written consent of Landlord. Tenant shall, at its own expense, maintain any such approved sign, advertising or display in good condition and repair and shall pay for all electric current consumed thereby. All signs shall comply with Landlord's sign criteria, which criteria shall be made available to Tenant upon request, and with all applicable Laws, the determination of which and compliance therewith shall be Tenant's sole responsibility, regardless of whether Landlord consents to Tenant's proposed signage.

C. Surrender of Premises. Upon the expiration or earlier termination of the Term, Tenant shall surrender possession of the Premises in as good order, condition and repair as when received, ordinary wear and tear excepted, shall remove all Tenant Personalty (except as specifically set forth below) and debris, thoroughly clean the Premises and have all carpets cleaned by a professional cleaning company. Tenant shall reimburse Landlord for any necessary repairs or cleanup that is not completed by Tenant prior to surrendering possession, including but not limited to any damage caused by the installation or removal of any Tenant signage to any exterior Building surface and any work required to cause such area to match the balance of the Building, which work shall be delineated and performed (at Landlord's option and at Tenant's expense) by Tenant or by or on behalf of Landlord. Unless otherwise agreed to in writing by Landlord, all alterations, additions, improvements, installations and fixtures at the Premises, by whomsoever installed or erected (excepting only such business trade fixtures belonging to Tenant as are set forth in writing and attached hereto or as subsequently agreed to in writing by Landlord) shall belong to Landlord and remain on and be surrendered with the Premises; provided, however, at Landlord's option, to be exercised if at all by giving Notice to Tenant no later than __Fourty five__ (_45_) days *(75 days if none stated)* prior to expiration of the Term, Tenant may be required to remove Tenant's alterations and improvements prior to surrendering possession. If this Lease is terminated because of Tenant's default hereunder, Tenant shall not be permitted to remove any Tenant Personalty without Landlord's prior written consent. Tenant's obligations under this paragraph shall survive the expiration or termination of the Lease.

6. MAINTENANCE, REPAIRS & ACCESS TO PREMISES:

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

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maintain any lawns, shrubs, plants, trees and other landscaping located at the Premises. Tenant shall also be responsible for any damage arising from any act for which Tenant has indemnified Landlord (as set forth below). Landlord may choose to directly make any such repairs or replacements and, if so, Tenant shall reimburse Landlord for the actual cost thereof as Additional Rent.

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

C. Access. Landlord may enter the Premises at reasonable hours and upon prior reasonable Notice (except in case of an emergency, for which prior Notice shall not be required) to examine the same, to show it to prospective lenders and purchasers, and to do anything Landlord may be required or permitted to do under this Lease. During the last _Fourty Five_ (_45_) days *(90 days if none stated)* of the Term, Landlord may display a "For Rent" sign on and show the Premises to prospective tenants. Landlord specifically reserves the right to the exclusive use of the roof, the air space above the roof, the space below the floor of the Premises and the exterior walls of the Building, and the right in, over and upon the Premises as may be reasonably necessary or advisable for servicing of the same or other portions of the Land, including without limitation the right to install, maintain, use, repair and replace pipes, duct work, conduits, utility lines and wires. Tenant shall not cause or permit accumulation of any debris or other matter on the roof of the Building and will not in any manner cut or drive nails into it. Tenant shall use the services of Landlord's roofing contractor for installation of any roof mounted equipment or accessories to avoid invalidating Landlord's roof warranty, which equipment, notwithstanding the foregoing, shall not be installed without Landlord's prior written consent.

7. TENANT INDEMNITY & INSURANCE; SUBROGATION:

A. Indemnification. Tenant shall indemnify, defend and hold harmless Landlord and Landlord's Property Manager (if any, as designated from time to time) and their respective officers, shareholders, members, partners, employees and agents (each a "Landlord Party") from and against any and all loss, liability, cost and expense of any kind that may occur or be claimed with respect to any injury or damage to persons or property arising out of or resulting in any way from (i) any act or omission of Tenant or any of its customers, guests, invitees, employees, agents, contractors, servants, licensees, sublessees, occupants or other persons or entities permitted at the Premises at any time claiming under or through Tenant (each, a "Tenant Party") during the Term or any period referenced in Paragraph 5.A; (ii) any breach or default in the performance of any obligation of Tenant hereunder; (iii) the use of the Premises by Tenant or any Tenant Party; and (iv) any occurrence in, upon, at or from the Premises; excepting only to the extent caused by the willful misconduct or extreme and reckless indifference and disregard for the safety and rights of others by Landlord or a Landlord Party. Tenant shall promptly notify Landlord of any claim, action, proceeding or suit instituted or threatened against a Landlord Party or Tenant. If a Landlord Party is made a party to any action for which Tenant has agreed to provide indemnity, then Tenant shall pay all costs and provide counsel reasonably acceptable to such Landlord Party in such action or shall pay, at the indemnified party's option, their reasonable attorney fees and costs incurred in connection therewith. The terms of this section shall survive the expiration or termination of this Lease.

B. Insurance. Tenant shall procure and keep in full force, at its sole cost and expense, at all times during the Term:

(i) plate glass insurance in the amount of one hundred percent (100%) of the replacement cost of all windows and doors in the Premises, subject to a deductible acceptable to Landlord, and, unless expressly stated otherwise, insurance covering all merchandise, inventory, goods, contents, signs, advertisements, displays, furnishings, fixtures, equipment, improvements or other work done, and all other personal property owned, leased or kept, by or on behalf of Tenant or any Tenant Party in or about the Premises ("Tenant Personalty") in an amount not less than their full replacement cost providing protection against any peril included within the classification "All Risk" coverage, together with insurance against sprinkler leakage (if the Premises are sprinklered), earthquake, flood, water leakage, theft, vandalism and malicious mischief; and

(ii) comprehensive public liability insurance protecting and indemnifying Landlord and its designated Property Manager (if any) in an amount not less than __One Million and Zero/100__ DOLLARS ($ 1,000,000.00) for injury or death per person, __One Million and Zero/100__ DOLLARS ($ 1,000,000.00) per occurrence, and Five Hundred Thousand and Zero/100 DOLLARS ($ 500,000.00) for property damage; and

(iii) if at any time during the Term, beer, wine or other alcoholic liquor or beverages are sold or given away from the Premises (it being understood and agreed, however, that the foregoing shall not authorize the use of the Premises for such purposes without the prior express written consent of Landlord), Dram Shop insurance protecting Tenant and all Landlord Parties in connection therewith, with policy limits as provided for by Law and otherwise acceptable to Landlord.

If the rates applicable to any insurance maintained by or on behalf of Landlord shall be increased by reason of any use of the Premises made by Tenant or any Tenant Party or any property placed or stored therein, then Tenant shall pay to Landlord such increase in insurance rates (i.e., premiums) as are caused thereby (as determined by the organization making the premium rates). If at any time during the Term Tenant fails to procure or maintain any insurance required of it hereunder, or to pay for any increase in premiums in accordance herewith, then (in addition to all other remedies available for a default

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by Tenant) Landlord (and/or Landlord's designated lender(s) or Property Manager, if any) may (but shall not be obligated to) procure the same at Tenant's expense. Tenant shall immediately reimburse Landlord for any such premium expense, plus interest thereon at the Default Rate from the date of expenditure until fully reimbursed.

All policies of insurance required of Tenant hereunder shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of not less than A-XII as rated in the most currently available "Best's" insurance reports, and licensed and qualified to do business and write such coverage in Missouri. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry, and shall name Landlord and its designated lender(s) and Property Manager (if any) as additional insureds. All public liability policies shall contain a provision entitling recovery under said policies for any loss occasioned by any Landlord Party by reason of Tenant's negligence, notwithstanding their being named as additional insureds thereunder. Executed copies of such policies or certificates thereof shall be delivered to Landlord prior to any entry upon the Premises by Tenant. Renewal policies or certificates shall be delivered to Landlord within thirty (30) days prior to the expiration of the term of each such policy and upon request of Landlord at any time during the Term. Tenant's insurance policies shall contain an endorsement that such insurance may not be cancelled or amended except upon at least thirty (30) days' prior Notice from the insurance company to Landlord and/or its designated Property Manager.

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

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

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

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Continued on page 513.

ATTEST: [signature]
County Clerk

[signature]
Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES
MONDAY FEBRUARY 28, 2022

Continued from page 512.

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

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

18. DEFAULT AND REMEDIES: **F:** (a) Tenant fails to comply with any term of this Lease upon ten (10) days' prior Notice (dropping the payment of Monthly Rent, for which no demand or Notice shall be necessary); (b) Tenant files a petition in bankruptcy or under any similar law for insolvency or dissolution, becomes insolvent or makes 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 Tenant or any material assets of Tenant and the same is not discharged within ninety (90) days. Then in any of such events, Tenant shall be in default and Landlord shall have the option to do any one or more of the following: (i) enter upon the Premises or any part thereof, with or without process of law, and expel, remove and put out Tenant or any other person(s) who might be thereon, and use or (without any obligation to do so) remove and store all or any part of said Tenant Personalty found therein at Tenant's sole cost, or on three (3) days prior Notice to Tenant, sell any such Tenant Personalty at public or private sale, or it shall be unsalable, to dispose of it in any manner without liability; (ii) terminate this Lease; or (iii) without terminating this Lease, rent the Premises or any part thereof for such term or terms (which may extend beyond the Lease Term) and at such rent and upon such other terms as Landlord in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change the Premises. Any rents received by Landlord from such relisting shall be applied first to payment of any costs and expenses of such relisting, including without limitation attorneys' fees, advertising fees, brokerage fees and the costs of any such repairs, renovation, remodeling, redecoration, alterations and changes in the Premises; second, to the payment of any Rent or other indebtedness (other than Monthly Rent) due from Tenant hereunder; and third, to the payment of Monthly Rent due and payable hereunder. If after so applying such rents there remains a deficiency, Tenant shall immediately pay any such deficiency to Landlord along with interest thereon at the Default Rate until fully paid. No such re-entry or taking possession of the Premises shall be construed as an election on Landlord's part to terminate or accept a surrender of this Lease unless Landlord gives Tenant prior Notice of such intention. Notwithstanding any such relisting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous breach and default. If Landlord at any time terminates this Lease by reason of any default by Tenant, then Landlord may recover from Tenant the worth at the time of such termination of the excess of the amount of Rent reserved in this Lease for the balance of the Lease Term over the then reasonable rental value of the Premises for the same period. The rights and remedies of Landlord under this Lease are cumulative, and none shall be exclusive of any other right or remedy hereunder or otherwise allowed at law or in equity. Landlord shall have the right to cure any default on behalf of Tenant, in which event Tenant shall reimburse Landlord for all sums paid to effect such cure, together with interest thereon 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, by injunction or otherwise, without such result being deemed a termination of or acceptance of surrender of this Lease. If any litigation is commenced by either party to enforce any right or obligation hereunder, then in addition to any other available right or remedy, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and expenses.

19. HOLDING OVER: If Tenant remains in possession of the Premises after the expiration or sooner termination of the Term without Landlord's written consent, such holding over shall constitute a default hereof and, without limiting any other right or remedy of Landlord, create and be deemed to be a tenancy at sufferance, terminable without Notice of any kind except as may be required in accordance with Law, but subject to all other terms of this Lease insofar as the same may apply to such a tenancy, except that Tenant shall pay, in addition to all other charges payable by Tenant hereunder, for each day that Tenant holds over, Monthly Rent at an amount equal to two (2) times the rate (on a per diem basis) of Monthly Rent herein provided to be paid during the last month of the Term. Landlord's receipt of holdover Rent shall not relieve Tenant of liability to Landlord for any damages resulting from Tenant's holdover.

20. WAIVER: No failure to exercise, or any delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or any other right. Any waiver of any default, breach or failure under this Lease shall not be construed as a waiver of any subsequent or different default, breach or failure. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any payment be deemed an accord and satisfaction.

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Landlord may accept such payment without prejudice to Landlord's right to recover the balance due or pursue any other remedy, or in any way waiving Landlord's rights with respect thereto or any other breach. No receipt of money by Landlord after termination of this Lease in any way shall reinstate, continue or extend the Term.

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

22. ESTOPPEL CERTIFICATE: Tenant shall, from time to time upon not less than ten (10) days' prior Notice, execute and deliver to Landlord a statement, in form prepared by Landlord and certifying as follows: that this Lease is unmodified and in full force (or if modified, that the Lease as modified is in full force and stating such modifications), the date to which Monthly Rent and any other charges have been paid, that Landlord is not in default under this Lease except for such defaults, if any, described in detail in such certificate, and that Tenant has no defenses, offsets or counter claims against its obligations to pay Rent hereunder and to perform its other covenants under this Lease; (or, if there are any alleged defenses, offsets or counter claims, setting them forth in reasonable detail). Such statement may be relied upon by any prospective purchaser, mortgagee or deed of trust holder of the Premises, and Tenant shall be liable for all loss, cost and expense resulting from the failure of any sale or financing of any loan caused by any refusal of Tenant to execute such estoppel certificate or any material misrepresentation contained therein.

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

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

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

26. FORCE MAJEURE: If either party is prevented or delayed from punctually performing any obligation or satisfying any condition under this Lease by any strike, lockout, labor dispute, inability to obtain labor, materials or reasonable substitutes therefor, acts of God, unusual governmental restriction, regulation or control, enemy or hostile government action, civil commotion, insurrection, sabotage, fire or other casualty, or any other condition beyond the reasonable control of such party or caused by the other party ("Force Majeure"), then the time to perform such obligation or to satisfy such condition shall be extended on a day-by-day basis for the period of delay caused by such Force Majeure event; provided, however, that the foregoing shall not apply to Tenant's obligation to pay Rent hereunder. In order for the foregoing to be effective, the party claiming the delay shall give Notice to the other party, within ten (10) days of the incident specified, setting forth with particularity the nature thereof, the reason therefor, the date and time incurred and the reasonable length the incident will

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delay fulfillment of any obligation contained herein. Failure to give such Notice within the specified time shall render such delay invalid in extending the time for performing the obligations hereunder.

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

28. NOTICES: Unless otherwise specifically provided herein, any notice, consent, approval, request, waiver, objection, demand or other communication (collectively, "Notice") required or desired under this Lease to be given by or on behalf of either party to the other shall be in writing and may be delivered by hand (against receipt), by registered or certified mail return receipt requested, addressed to Landlord (or Property Manager on its behalf if so designated), or to Tenant (as the case may be), at the address set forth on the signature page of this Lease. Notice to Tenant may also be effectively delivered to the Premises (following initial occupancy thereof by Tenant). Notice to either party may also be sent via other means (including personal delivery, by courier, messenger or overnight delivery service guaranteeing next-day delivery and providing a receipt) or otherwise as permitted or required since applicable Law (such as posting or legal publication). Any such Notice shall be deemed to have been duly given when actually received by the intended recipient (or as otherwise provided under applicable Law). Refusal to accept service of a Notice shall constitute delivery thereof. A party may designate a new address for purposes of payment of Rent or delivery of any Notice hereunder by giving at least fifteen (15) days' advance Notice thereof to the other party in the manner provided above.

29. ANTI-TERRORISM: Each party hereto represents and warrants to each other party and to the Broker(s), 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 National and Blocked Person (as defined in Presidential Executive Order 13224), or with whom you are prohibited to do business with under anti-terrorism laws.

30. BROKER COMPENSATION: Except as may be specifically set forth in the "Special Agreements" (Section 29) of this Lease, any real estate commission or other compensation due to the undersigned (the "Broker(s)") will be paid by (check one, another or both, as applicable) ☐ Landlord ☐ Tenant, pursuant to the separate brokerage service agreement(s) with said Broker(s). Landlord and Tenant each represent to the other that the Broker(s) identified in Section 23 below, is (are) the only real estate broker(s) involved in this Lease. Each party shall indemnify, defend and hold harmless the other party free from any loss, liability and damage incurred that arises as a result of any contrary claim made by any other person. The provisions of this Section shall survive expiration or termination of this Lease.

31. BROKERAGE RELATIONSHIP: By signing below, Tenant and Landlord confirm that disclosure of the undersigned Broker(s) brokerage relationship, as required by law or regulation, was made to Landlord and/or Tenant or their respective agents and/or transaction brokers (as the case may be), by or on behalf of said undersigned Broker(s), no later than the first showing of the Premises, upon first contact, or immediately upon the occurrence of any change to their relationship.

Licensee assisting Tenant is a: (Check appropriate boxes)	Licensee assisting Landlord is a: (Check appropriate boxes)
☐ Tenant's Limited Agent (acting on behalf of Tenant).	☐ Landlord's Limited Agent (acting on behalf of Landlord).
☒ Landlord's Limited Agent (acting on behalf of Landlord).	☐ Tenant's Limited Agent (acting on behalf of Tenant).
☐ Dual Agent (acting on behalf of both Tenant & Landlord).	☐ Dual Agent (acting on behalf of both Landlord & Tenant).
☐ Transaction Broker Assisting Tenant (not acting on behalf of either Tenant or Landlord).	☐ Transaction Broker Assisting Landlord (not acting on behalf of either Landlord or Tenant).
☐ Subagent of Landlord (acting on behalf of Landlord).	☐ (Also check here if serving as a designated agent)
☐ (Also check here if serving as a designated agent)	

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

N/A	N/A
Broker's Firm Assisting Tenant (and MLS ID No., if any)	Broker's Firm Assisting Landlord (and MLS ID No., if any)
By (Signature): Michelle Hoover	By (Signature): Michelle L Figueroa
Licensee's Printed Name: Green E Lawrence, Michelle L Figueroa	Licensee's Printed Name: Green E Lawrence, Michelle L Figueroa
Address: PO Box 30	Address: PO Box 30
Kirksville MO 63501	Kirksville MO 63501
Date: 02/28/2022	Date: 02/28/2022
Facsimile: N/A	Facsimile: N/A

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

Green E Lawrence and Michelle L Figueroa (insert name of licensee) is a real estate broker or salesperson, and is *(check one or more, as applicable)*:

☒ a party to this transaction;

☒ a principal of and/or has a direct or indirect ownership interest in ☒ Landlord ☐ Tenant, and/or

☒ an immediate family member of ☒ Landlord ☐ Tenant. *Specify:* _____

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

☒ The following Broker(s)/Property Manager is/are a member of a franchise and pursuant to the terms of its franchise agreement, the franchisor has no legal liability for its actions, despite its use of franchisor's trade name or insignia: Century 21 Lifetime Realty

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

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

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

☐ _____ ☐ _____

39. SPECIAL AGREEMENTS: _____

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

(SIGNATURE PAGE FOLLOWS)

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Continued on page 514.

ATTEST: Sandra Collop

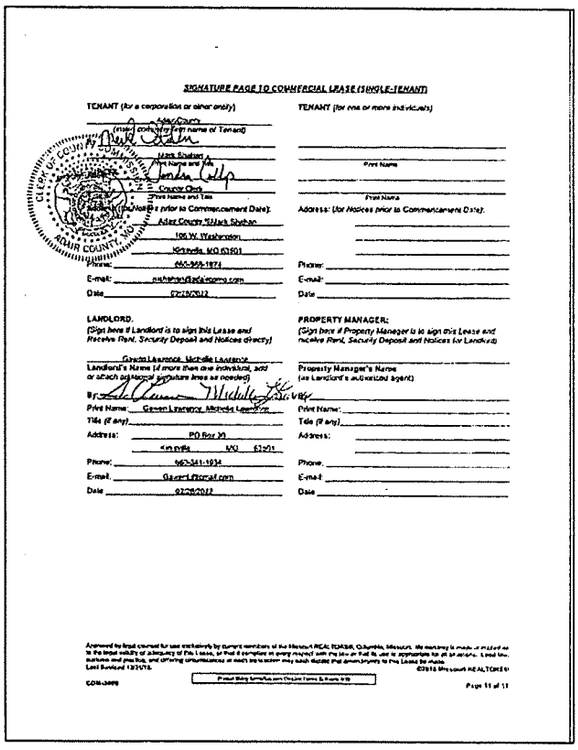
County Clerk

Mark Shahan

Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES
MONDAY FEBRUARY 28, 2022

Continued from page 513.



SIGNATURE PAGE TO COMMERCIAL LEASE (SINGLE-TENANT)

TENANT (for a corporation or other entity)

Adair County
(Insert correct legal name of Tenant)

By: Mark Shahan
Print Name and Title

Attest: Sandra Collop
Print Name and Title

County Clerk

Address: (for Notices prior to Commencement Date):
Adair County, Attn: Mark Shahan
106 W. Washington
Kirksville, MO 63501

Phone: 660-665-1874
E-mail: mshahan@adaircomo.com
Date: 02/28/2022

TENANT (for one or more individuals)

Print Name

Print Name

Address: (for Notices prior to Commencement Date):

Phone:
E-mail:
Date:

LANDLORD:
(Sign here if Landlord is to sign this Lease and Receive Rent, Security Deposit and Notices directly)

Gaven Lawrence, Michelle Lawrence
Landlord's Name (if more than one individual, add or attach additional signature lines as needed)

By: Michelle Lawrence
Print Name: Gaven Lawrence, Michelle Lawrence
Title (if any):
Address: PO Box 30
Kirksville MO 63501
Phone: 660-341-1934
E-mail: Gaven1@gmail.com
Date: 02/28/2022

PROPERTY MANAGER:
(Sign here if Property Manager is to sign this Lease and receive Rent, Security Deposit and Notices for Landlord)

Property Manager's Name
(as Landlord's authorized agent)

By:
Print Name:
Title (if any):
Address:
Phone:
E-mail:
Date:

Approved by legal counsel for use exclusively by current members of the Missouri REAL ESTATE BOARD, Columbia, Missouri. No warranty is made of any kind as to the legal validity or adequacy of this Lease, or that it complies in every respect with the law or that its use is appropriate for all situations. Read the clauses and practice, and differing circumstances of each transaction may both dictate that amendments to this Lease be made.
Last Revised 12/2015. ©2015 Missouri REALTORS®

COM-3000 Product Rating Simplifiles.com Disclaimer Terms & Conditions V.06 Page 11 of 11

Above minutes as presented to the County Clerk:

ATTEST: Sandra Collop
County Clerk

Mark Shahan
Presiding Commissioner, Mark Shahan