

ADAIR COUNTY COMMISSION MINUTES
MONDAY APRIL 4, 2022
1ST DAY APRIL REGULAR

The Adair County Commission convened at 8:30 a.m. on April 4, 2022, at their temporary office located in the records storage building at the Adair County Road and Bridge complex. All Commissioners were present.

At 10:00 a.m. the Commission reviewed a contract with the City of Kirksville for the rent of 3010 Industrial Road (Cenveo building). The Commission had signed a lease agreement with the City last year for a six-month period which was up. Commissioner Thompson moved to approve the new lease agreement. Commissioner King seconded with all voting in favor.

At 10:15 a.m. the Commission reviewed two contracts to rent 2815 North Baltimore (Maritz) for the use of the Adair County Courts. The first lease was for the half of the building. The second lease was for the entire building. Currently half of the building is being leased with the current renter's lease ending in May. The first lease would take effect April 1 and end when the rest of the building would be occupied by the County Courts. Commissioner Thompson moved to accept the lease. Commissioner King seconded and all voted in favor.

At 11:00 a.m. the Commission met with representatives from Ameren to get an update on the High Prairie Wind Farms. Those present from Ameren were Justin Landau, Jeff Moore, and David Miners. They advised that Ameren was still working on grounding the blade to the turbines to reduce damage due to lightning strikes. They also advised they had to bring in another firm to finish reclamation of some of the private property.

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

Unscheduled public walk-ins and other non-agenda items for April 4, 2022

None

IN REF. ORDER NO 1 Adair County Clerk Fees for March 2022

IN REF. ORDER NO 2 Add-Ons and Releases for March 2022

IN REF. ORDER NO 3 Adair County Collector Fees for March 2022

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ATTEST: Andrea Clegg

County Clerk

Mark Shahan
Presiding Commissioner, Mark Shahan
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IN REF. ORDER NO 4 Commercial Lease for 2815 North Baltimore, Kirksville, MO – April and May 2022

 Missouri Realtors		Commercial Lease (Single Tenant) <small>This Lease has legal consequences. If you do not understand it, consult your attorney.</small>	
<p>1. THE COMMERCIAL LEASE ("Lease") is made and entered into by and between (lesser name or party) Kenneth L. Bassett (hereinafter "Landlord"), and Adair County, Missouri (hereinafter "Tenant").</p> <p>2. 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.</p> <p>3. 1. BASIC TERMS: The following definitions and basic terms apply in this Lease.</p> <p>4. 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 1 years and months, starting on April 1, 2022, or such other date as may be provided at Section 5A (the "Commencement Date").</p> <p>5. Monthly Rent: Lease Year, April - \$1,000.00 per month; \$ per square foot (if no per square foot) Lease Year, May : \$2,000.00 per month; \$ per square foot Lease Year : \$ per month; \$ per square foot</p> <p>6. "Premises" means the 7500 East end of building rentable square feet in the building commonly known as 2815 N. Baltimore (the "Building") and the "Land" located at 2815 N. Baltimore, Kirksville, MO 63501 Adair County</p> <p>7. 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.</p> <p>8. <input checked="" type="checkbox"/> (Check box if legal description or site plan is attached)</p> <p>9. If any parking space(s) above included as part of the Premises, check below by checking and completing all that apply:</p> <p>10. Attached Garage <input type="checkbox"/> Office location/directly parking lot</p> <p>11. Number of Spaces = 2 <input type="checkbox"/> Reserved <input checked="" type="checkbox"/> Unreserved <input type="checkbox"/> Other (Describe) For April and May the parking spaces is 2 on the 11th floor.</p> <p>12. Above, if any, additional charges or fees (in addition to Monthly Rent and forth herein) are to apply with respect to parking or otherwise, the parties should specify such in the "Special Agreements" section of this Lease.</p> <p>13. Tenant shall pay Landlord as Additional Rent for the following: (Check one for each category)</p> <p>14. Operating Expenses: <input checked="" type="checkbox"/> all <input type="checkbox"/> the "Increases" in, or <input type="checkbox"/> none; <input type="checkbox"/> the "Decreases" in, or <input type="checkbox"/> none; and <input type="checkbox"/> Insurance: <input checked="" type="checkbox"/> all <input type="checkbox"/> the "Increases" in, or <input type="checkbox"/> none.</p> <p>15. "Increases" 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.</p> <p>16. "Decreases" means all fire and extended hazard or "all risk" casualty coverage, including but not limited to earthquake, flood, windstorm, theft, vandalism and malicious mischief (up to 100% of replacement cost), general liability, loss of rental income, and all other losses and expenses suffered 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.</p> <p>17. "Operating Expenses" include without limitation all costs incurred for any security, lighting, painting, cleaning, maintenance, repairs, replacements and services performed or provided by Landlord or at the option of Landlord in operating and managing the Property as required or permitted hereby, along with the cost of all materials, operating equipment, supplies and utilities consumed or produced in connection therewith at any time during or applicable to the Term.</p> <p>18. "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".</p> <p>19. The "Security Deposit" shall be \$. (read out:).</p> <p>20. "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 and in respect to the Premises or the Rent charged hereunder.</p> <p>21. The "Trade Name" of Tenant (if any) is Adair County.</p> <p>22. 2. RENT AND OTHER TENANT PAYMENTS:</p> <p>23. 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 and 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 COM-3000</p> <p>24. B. Electronic Payment: Tenant (<input type="checkbox"/> yes, <input checked="" type="checkbox"/> no) authorizes Landlord to electronically withdraw from Tenant's Account (hereinafter defined) payments of (Check one): \$10 Monthly Rent (only) or <input type="checkbox"/> 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 affectuate the payment of Rent as provided. Tenant shall remain obligated to pay the Account for the term of the lease. If Tenant fails to timely pay Rent, if Tenant fails 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.</p> <p>25. C. Percentage Rent: If the following is not intended to apply, insert "Term," "67 1/2" and "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 set forth in the following table, based upon the amount of Tenant's Gross Sales for the first full calendar month of the Term, and shall at the close of business on the last day of the first full calendar month of the Term, furnish Landlord with a statement of Tenant's Gross Sales for the first full calendar month of the Term. Thereafter, each "Lease Year" shall consist of consecutive periods of twelve (12) full calendar months ("Gross Sales") and shall include the aggregate of all sales and charges for services rendered or performed and purchases, contracts, whether wholesale or retail and for cash or credit, or on account, or otherwise, from the Premises. Tenant and all of its lessees, successors, assigns, heirs, executors, administrators, heirs, and beneficiaries, shall be liable for taxes or license fees collected from customers for governmental agencies, taxes to employees of discount, net returns, refunds or advances made by Tenant to its customers. Tenant shall furnish Landlord with a written statement showing the amount of Gross Sales for the Premises from the beginning of the Lease Year to the end of the calendar year immediately preceding the end of the Lease Year, and shall furnish Landlord with a written statement showing the amount of Gross Sales for each year of each Lease Year. Both statements 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.</p> <p>26. D. Audit: Landlord agrees to have accurate records documenting Operating Expenses, Taxes and Insurance, and for a minimum of two (2) years after either incurring such costs or making such sales, Upon thirty (30) days prior Notice, either by mail or in person, Landlord may audit Tenant's books and records for the previous year(s) and if such audit 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 on the date of the overcharge of Operating Expenses, Taxes and Insurance, or the underpayment of Percentage Rent.</p> <p>27. E. Operation of Premises: Subject to Landlord's express agreement, provided, Tenant shall directly contract and timely pay for all electricity, gas, water, heat, 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 any) previously paid by Landlord on a pro rata basis for any partial month. Landlord is entitled to collect the full amount of estimated insurance premium, any amounts included in such contract to be considered as a Tax, and Tenant shall pay for the same. Landlord may, at its option, require Rent monthly or once per decade 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.</p> <p>28. F. Late Charge/Default Interest: This provision shall not affect Landlord's right to declare Tenant in default for failure to pay Rent when due, and is in addition to all other rights and remedies available under the Law. In addition, Tenant shall pay a late charge of five percent (5%) for each month that any portion of Rent remains unpaid after the due date. In addition, any Rent which remains unpaid 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 successor), but not to exceed the highest rate permitted by applicable law (the "Default Rate").</p> <p>29. G. Security Deposit: Tenant shall deliver the Security Deposit (if any) upon execution of this Lease to Landlord (or to its Property Manager, if so designated) to hold in escrow for the payment of any amounts due and owing to Landlord, and to use the same to cure any default that may exist. Upon surrending 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</p>			
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53. consistent 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 (either with and Security Deposit and any fines called for hereunder) to the address set forth below the signature of Tenant. If Tenant fails to do so, Landlord may deduct the amount of the Rent from the Security Deposit and may demand immediate payment of the Rent. Landlord may from time to time direct by Notice to Tenant, or to such other person as may be directed by Landlord, to electronically withdraw Rent from Tenant's Account.

54. B. Electronic Payment: Tenant (yes, no) authorizes Landlord to electronically withdraw from Tenant's Account (hereinafter defined) payments of (Check one): \$10 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 affectuate the payment of Rent as provided. Tenant shall remain obligated to pay the Account for the term of the lease. If Tenant fails to timely pay Rent, if Tenant fails 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.

55. C. Percentage Rent: If the following is not intended to apply, insert "Term," "67 1/2" and "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 set forth in the following table, based upon the amount of Tenant's Gross Sales for the first full calendar month of the Term, and shall at the close of business on the last day of the first full calendar month of the Term, furnish Landlord with a statement of Tenant's Gross Sales for the first full calendar month of the Term. Thereafter, each "Lease Year" shall consist of consecutive periods of twelve (12) full calendar months ("Gross Sales") and shall include the aggregate of all sales and charges for services rendered or performed and purchases, contracts, whether wholesale or retail and for cash or credit, or on account, or otherwise, from the Premises. Tenant and all of its lessees, successors, assigns, heirs, executors, administrators, heirs, and beneficiaries, shall be liable for taxes or license fees collected from customers for governmental agencies, taxes to employees of discount, net returns, refunds or advances made by Tenant to its customers. Tenant shall furnish Landlord with a written statement showing the amount of Gross Sales for the Premises from the beginning of the Lease Year to the end of the calendar year immediately preceding the end of the Lease Year, and shall furnish Landlord with a written statement showing the amount of Gross Sales for each year of each Lease Year. Both statements 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.

56. D. Audit: Landlord agrees to have accurate records documenting Operating Expenses, Taxes and Insurance, and for a minimum of two (2) years after either incurring such costs or making such sales, Upon thirty (30) days prior Notice, either by mail or in person, Landlord may audit Tenant's books and records for the previous year(s) and if such audit 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 on the date of the overcharge of Operating Expenses, Taxes and Insurance, or the underpayment of Percentage Rent.

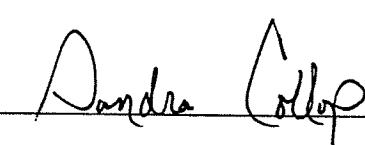
57. E. Operation of Premises: Subject to Landlord's express agreement, provided, Tenant shall directly contract and timely pay for all electricity, gas, water, heat, trash removal, and any other services or utilities supplied to the Premises. If Landlord elects to supply any such services or utilities, 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 any) previously paid by Landlord on a pro rata basis for any partial month. Landlord is entitled to collect the full amount of estimated insurance premium, any amounts included in such contract to be considered as a Tax, and Tenant shall pay for the same. Landlord may, at its option, require Rent monthly or once per decade 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.

58. F. Late Charge/Default Interest: This provision shall not affect Landlord's right to declare Tenant in default for failure to pay Rent when due, and is in addition to all other rights and remedies available under the Law. In addition, Tenant shall pay a late charge of five percent (5%) for each month that any portion of Rent remains unpaid after the due date. In addition, any Rent which remains unpaid 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 successor), but not to exceed the highest rate permitted by applicable law (the "Default Rate").

59. G. Security Deposit: Tenant shall deliver the Security Deposit (if any) upon execution of this Lease to Landlord (or to its Property Manager, if so designated) to hold in escrow for the payment of any amounts due and owing to Landlord, and to use the same to cure any default that may exist. Upon surrending 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:



County Clerk



Presiding Commissioner, Mark Shahan
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<p>116 held in an interest bearing account and need not be maintained intact or in a separate escrow account unless the last of 117 the Date in which the Premises is located requires otherwise. Any interest earned shall be paid to Landlord or its designated 118 Property Manager from time to time. If Landlord receives an interest under the Lease, it will deposit the interest in a 119 trust account previously established by Tenant to hold such interest until the date of termination of the lease, Tenant hereby releases 120 Landlord from any liability with respect thereto and shall bear solely to such grants or assigns. Property Manager may 121 deliver any Security Deposit received by it directly to Landlord, and shall have no responsibility for any refund due to Tenant. 122</p> <p>1. RENEWAL OPTION: If the following is not intended to apply, insert "None" or "Not Applicable" or "Not Applicable": Tenant shall 123 have the right to extend the Term for _____. One (1) additional period(s) of _____. One (1) year(s) each, commencing 124 on the expiration of the then current Term (i.e., expiration of the initial Base Term with respect to commencement of the first 125 extension period; expiration of the first extension period with respect to commencement of the second extension period, etc.). 126 Tenant's right shall be exercised by giving written notice to Landlord at least _____ days prior to the expiration of the current Term and only 127 if Tenant is not in default at the time of such exercise. All terms and conditions of the 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: 2019 : \$2,222.33 per month, \$26,667.60 per square foot 130 Extension Term 2: 2020 : \$2,222.33 per month, \$26,667.60 per square foot 131 Extension Term 3: 2021 : \$2,222.33 per month, \$26,667.60 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 have to the benefit of any successor, assignee or substituted tenant. 135 4. USE OF PREMISES: CONTINUOUS OCCUPANCY: 136 A. Permitted Use of Premises. Tenant agrees to use and occupy the Premises solely 137 office space and for no other purpose 138 without the prior written consent of Landlord in such 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, noise, 141 accessibility laws. Tenant shall also comply with all applicable Laws and not engage in any manner any activity that 142 may interfere with the use of the Property, including, but not limited to, any manner any activity that 143 may interfere with the inspection of the Property, including, but not limited to, any manner any activity that 144 may interfere with the safety of the Property, including, but not limited to, any manner any activity that 145 may interfere with the security of the Property, including, but not limited to, any manner any activity that 146 may interfere with the privacy of the Property, including, but not limited to, any manner any activity that 147 may interfere with the convenience of the Property, including, but not limited to, any manner any activity that 148 may interfere with the appearance of the Property, including, but not limited to, any manner any activity that 149 may interfere with the value of the Property, including, but not limited to, any manner any activity that 150 may interfere with the marketability of the Property, including, but not limited to, any manner any activity that 151 may interfere with the ability of Landlord to collect rent or other charges from Tenant, or 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): <input checked="" type="checkbox"/> is not a smoke free facility. 154 B. Reserved Right/Risk/Safety. Tenant's use and occupancy of the Premises shall at all times be subject to the direction 155 control and management of Landlord and shall not be for longer than 5 years, to make, establish and promote 156 commercial and/or religious purposes 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 take 159 repairs, charges or addressees thereon and may change the size, shape and arrangement thereof. Landlord shall have the 160 and may exercise the right to change, alter, dedicate or add to the Building. Any such diminution shall not be deemed to be a constructive 161 or actual eviction of Tenant. Landlord shall not be liable to Tenant for any crime committed against Tenant or any Tenant 162 Party (as defined below). Tenant shall assess its own risk and design its own plan for the safety of Tenant and any Tenant 163 Party at the Premises. Tenant will report any criminal incidents to or contact Police to Landlord and/or County Sheriff 164 if it becomes aware of any criminal incidents and will assist in any investigation management may choose to 165 undertake. Should Landlord establish any security procedures and policies, including but not limited to a policy regarding 166 concealed weapons, Tenant shall abide by same. 167 C. Continuous Occupancy. If Tenant is required to pay Percentage Rent hereunder, Tenant shall keep its business 168 in the Premises open continuously during the Term fully insured, stocked and staffed, using only the Trade Name, on the 169 following days and hours Monday-Friday, 8:00 AM-5:00 PM 170 and will not close for more than 10 consecutive calendar days without consent of Landlord, unless prevented from doing so 171 by reason of an event of Force Majeure. If Tenant fails to comply with the terms of this paragraph, then in addition to any 172 and all remedies of Landlord herein, Tenant shall pay Landlord (in addition to all other Rent required to be paid by Tenant 173 hereunder), Additional Rent at the rate of 15000 of the total annual Monthly Rent for each day Tenant fails to do exactly 174 as required.</p>	
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206 b. Removal of Signage: Upon the expiration or earlier termination of the Term, Tenant shall surrender possession
207 of the Premises in as good order, condition and repair as when received, ordinary wear and tear excepted, shall remove all
208 signs, advertising or display if used during the term, shall pay for all electric current consumed thereby. All signs
209 shall comply with Landlord's sign code, which code shall be made available to Tenant upon request and shall be
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's personal property and specially set apart bedding, draperies, thoroughly clean the Premises and leave all carpets
214 cleaned by a professional cleaning company. Tenant shall not be liable for any damage caused by the removal
215 or removal of any Tenant signage to any exterior building surface and any work required to cause such area to match the
216 balance of the Building, which work shall be deducted and performed at Landlord's option and at Tenant's expense by
217 a contractor selected by Landlord, or by Tenant at Landlord's option. Landlord, or subcontractors, landlords,
218 improvements, installations and fixtures at the Premises, by whomsoever installed or otherwise placed thereon, which become
219 lands/belonging to Tenant are set forth in writing and attached hereto or as subsequently agreed to in writing by
220 Tenant and Landlord and remain on and be surrendered with the Premises; provided, however, at Landlord's
221 option, if Tenant fails to remove any such items within _____ (7) days after the date of termination of the Term, Tenant
222 shall be liable for removal of such items and shall be responsible for any damage caused thereby. Tenant shall be liable for
223 damage prior to expiration of the Term. Tenant must be required to remove Tenant's alterations and fixtures 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 Personality without Landlord's prior written consent. Tenant's obligations under this paragraph shall
226 survive the expiration or termination of this Lease.
227 e. 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, shall be responsible for the cost to replace
230 and repair parts of the Premises (excluding outbuildings where Landlord is expressly responsible under this Lease), including
231 structural, interior, exterior, electrical, plumbing, heating, cooling, ventilation, air-conditioning, insulation, windows and doors,
232 heating, 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, st. glass,
234 doors, doors and frames for same, all improvements made by or on behalf of Tenant and all Tenant Personality (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 walkways unless specified otherwise), and regularly wash, move, trim, paint and otherwise

COM-3000

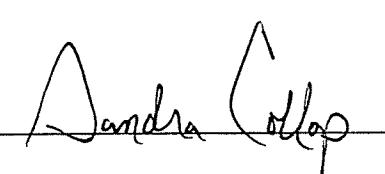
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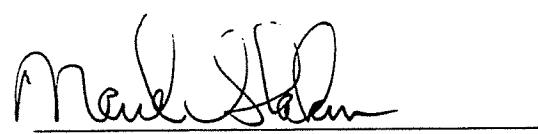
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Ada County

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ATTEST:


Sandra Colby
County Clerk


Mark Shahan
Presiding Commissioner, Mark Shahan

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175. 6. ACCEPTANCE, ALTERATIONS AND RETURN OF PREMISES:

176. A. Acceptance of Premises/Landlord's Work. Tenant has inspected the Premises prior to execution of this Lease
177 and, subject to the right of any present or former occupant (if any) to remove its personal property and trade fixtures, and
178 agrees and accepts as may be otherwise noted below regarding Landlord's Work, shall accept and take possession no later
179 than the Commencement Date scheduled above as "as-is" condition. The parties acknowledge that Landlord has not
180 made and will not deductible all reasonable expenses incurred by Landlord in preparing the Premises for the
181 condition, habitability or fitness thereof for any use or purpose whatsoever, including any representation or warranty imposed
182 by operation of law, course of dealing, custom, practice or otherwise. Landlord shall use all reasonable diligence to give
183 Tenant full and exclusive possession of the Premises as of the scheduled Commencement Date, but if Landlord fails to do
184 so within any reason (including, but not limited to, if any such reasonably anticipated delay is caused by Tenant's failure to provide
185 any required information, plans, drawings, or other documents to Landlord), Tenant shall have no obligation to pay rent on a daily
186 basis) until the Commencement Date shall be delayed by reason of any such delay. Tenant shall incur no other claim
187 against Landlord for any such delay provided, however, that if for any reason other than an event of Force Majeure,
188 possession is not so delivered to Tenant on or before April 1, 2022, then Tenant shall have the option of canceling and terminating the Lease by giving Notice to Landlord within ten (10) days thereafter.
189 "Landlord's Work" is limited to the following items (if any) which (unless otherwise specified) shall be substantially
190 completed prior to the scheduled Commencement Date (attach additional pages if needed; but if the following is not
191 applicable, attach "Not Applicable" to this Appendix):

192

193 Tenant shall be permitted to install fixtures and equipment in the Premises prior to the Commencement Date with the
194 prior written consent of Landlord. Any work done by Tenant prior to completion of Landlord's Work shall be done in such
195 manner as will not interfere with the progress of Landlord's Work. If any, Landlord shall have no liability or responsibility for
196 any loss, damage, expense, cost or liability arising from any such work done by Tenant prior to the Commencement Date.
197 Notwithstanding anything herein to the contrary, if it is agreed that the Commencement Date occurs later than the date on
198 which Tenant initially opens the Premises for business. Upon written request of Landlord or Tenant, the parties shall enter
199 into a written memorandum setting forth the Commencement Date and Lease expiration date in such form as is provided
200 by Landlord, but Tenant shall not record this Lease without Landlord's prior written consent. The parties acknowledge that
201 certain obligations under the Lease may commence prior to the Commencement Date and agree to be bound by those
202 terms.

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.

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

241 C. Maintenance. By Landlord, Landlord shall keep and maintain, in good order, condition and repair (ordinary wear
242 and tear excluded), the foundation, roof and exterior walls (exclusive of interior surfaces), gutters and downspouts of the
243 Building, and structural portions thereof, except as to damage arising from any act for which Tenant has indemnified
244 Landlord (as set forth below), which is Tenant's sole responsibility. Nothing herein shall be construed to require Landlord
245 to repair any storefront or other feature or improvement installed by Tenant. Tenant shall notify Landlord immediately of any
246 repair needs. In the event of any damage to the Premises, Landlord shall make all necessary repairs, including, but not limited to, any
247 cracks and/or holes, leaks or burst pipes, etc. Landlord shall have no duty to make any repairs until and unless Tenant
248 provides Landlord Notice of the need therefor, and Landlord shall have a reasonable time thereafter to make such repairs.

249 D. Access. Landlord may enter the Premises at reasonable hours and upon prior reasonable Notice (except in case
250 of an emergency, for which prior Notice shall not be required) to examine the same, to show it to prospective lessees and
251 purchasers, and to do anything Landlord may be required or permitted to do under this Lease. During the lease
252 term, Tenant shall not unreasonably withhold the right to enter the Premises for the purpose of making the Premises to
253 prospective lessees. Landlord specifically reserves the right to enter the Premises, use the same, and space above the roof,
254 the spaces below the floor of the Premises and the exterior walls of the Building, and the right to, over and upon the Premises
255 as may be reasonably necessary or advisable for serving of the same or other portions of the Land, including, but not limited to,
256 breaking up, or right to, break, demolish, use, repair and replace places, structures, conduits, utility lines and wires. Tenant shall
257 not cause or permit any damage to the Premises or any part thereof, or to any part of the Building, or any part of the Building or
258 drive rods into it. Tenant shall use the services of Landlord's moving contractor for installation of any mounted equipment
259 or accessories to avoid invading Landlord's roof property, which equipment, notwithstanding the foregoing, shall not be
260 installed without Landlord's prior written consent.

261 E. TENANT INDEMNITY & INSURANCE: SUBROGATION:

262 A. Indemnification. Tenant shall indemnify, defend and hold harmless Landlord and Landlord's Property Manager (if
263 any, as designated from time to time) and their respective officers, shareholders, members, partners, employees and agents
264 (each a "Landlord Party") from and against any and all losses, liability, cost and expense of any kind that may occur or be
265 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
266 omission of Tenant or Tenant's employees, agents, contractors, subcontractors, suppliers, service providers, business
267 associates, occupants or other persons or entities permitted at the Premises at any time during or through Tenant
268 (each, a "Tenant Party") during the Term of any period referenced in Paragraph 6(A); (ii) any breach or default in the
269 performance of any obligation of Tenant hereunder; (iii) the use of the Premises by Tenant or any Tenant Party; and (iv)
270 any damage, loss or injury to the Premises resulting only from latent causes by the acts of Landlord or other
271 third parties, including and damages resulting from the acts of other persons or entities permitted at the Premises. Tenant shall
272 promptly notify Landlord of any claim, action, proceeding or suit instituted or threatened against a Landlord Party or Tenant.
273 If a Landlord Party is made a party to any action for which Tenant has agreed to provide indemnity, then Tenant shall pay
274 all costs and expenses reasonably acceptable to such Landlord Party in such action or shall pay, at the indemnified
275 amount, any judgment, award, settlement, costs and costs incurred in connection therewith. The terms of this section shall
276 survive the expiration or termination of this Lease.

277 F. Insurance. Tenant shall procure and keep in full force, at its sole cost and expense, at all times during the Term:
278 (i) plate glass insurance in the amount of one hundred thousand (\$100,000) for replacement cost of all windows and
279 doors in the Premises, subject to a deductible acceptable to Landlord, unless otherwise stated otherwise, insurance
280 covering all merchandise, inventory, goods, contents, signs, advertisements, displays, furnishings, fixtures, equipment,
281 improvements or other work done, and all other property owned, leased or held, by or on behalf of Tenant or any
282 Tenant Party located in the Premises or Tenant's Property, in an amount less than the cost of replacement cost providing
283 coverage against any perils calculated under the classification of Risk contained therein with respect to general
284 liability (if the Premises are apportioned), automobile, food, water damage, theft, vandalism and malicious mischief and
285 comprehensive public liability insurance protecting and indemnifying Landlord and its designated Property
286 Manager (if any) in an amount not less than One Million DOLLARS (\$ 1,000,000.00)
287 for injury or death per person, One Million DOLLARS (\$ 1,000,000.00)
288 per occurrence, and
289 (ii) if at any time during the Term, beer, wine or other alcoholic or beverages are sold or given away from
290 the Premises without the prior express written consent of Landlord, Drunk Shop Insurance protecting Tenant and all
291 Landlord Parties in connection therewith, with policy limits as provided for by Law and otherwise acceptable to Landlord.
292 If the rates applicable to any insurance maintained by or on behalf of Landlord shall be increased by reason of any use
293 of the Premises made by Tenant or any Tenant Party or any property placed or stored therein, then Tenant shall pay to
294 Landlord the amount of such increase plus interest at the rate of six percent (6%) per annum (or the individual original
295 premium rates). If at any time during the Term, Tenant fails to procure or maintain any insurance required of a Landlord
296 or to pay for any increase in premiums in accordance therewith, then, in addition to all other remedies available for a default
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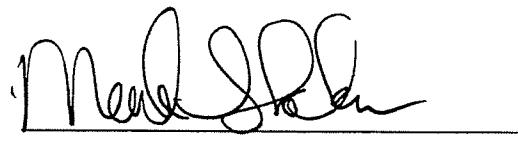
Page 8 of 11
Add Child

Continued on page 534.

ATTEST:


Sandra Colp

County Clerk


Mark Shahan

Presiding Commissioner, Mark Shahan
Page 533

**ADAIR COUNTY COMMISSION MINUTES
MONDAY APRIL 4, 2022**

Continued from page 533.

Continued on page 535.

ATTEST: Sandra Colop
County Clerk

Presiding Commissioner, Mark Shahan
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ADAIR COUNTY COMMISSION MINUTES

MONDAY APRIL 4, 2022

Continued from page 534.

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

427 13. ASSIGNMENT & SUBLETTING; SUCCESSORS & ASSIGNS: Tenant shall not assign the Lease or sublease the
428 Premises or any part thereof to any other person or entity without Landlord's prior written consent. Any merger,
429 consolidation or acquisition to which Tenant is a party, any change in the "control" of Tenant, and any change in the
430 ownership of all personal and movable property owned by Tenant shall be deemed a assignment for purposes
431 hereof. "Control" means the ownership, directly or indirectly, of the relevant stock, securities, instruments, documents or
432 right to dictate the operations and activities of Tenant. Any assignment of this Lease shall not relieve Tenant of any of
433 its duties or obligations hereunder. Subject thereto, all covenants, agreements and conditions herein contained shall extend
434 to and bind over the successor, assignee, holder, transferee, lessee, licensee, assignee, receiver, or other legal
435 representative of the parties hereto. Notwithstanding the Lease, no assignment herein shall be made to any trustee or receiver in
436 bankruptcy or to any other receiver or substitute for the benefit of creditors by operation of law or otherwise.

437 14. ESTOPPEL CERTIFICATE: Tenant shall, from time to time upon less than ten (10) days' prior Notice, execute and
438 deliver to Landlord a statement, in form prepared by Landlord and certifying as follows: That this Lease is unmodified and is
439 in full force (or if modified, that the Lease is in full force and stating such modification), the dates to which Monthly
440 Rent and other charges have been paid, and in default under this Lease except for such defaults, if any, described in detail, and that Tenant has no other claims against its obligations to Landlord, and that Tenant has no
441 pay Rent hereunder and to perform all other covenants under this Lease; (or, if there are no other claims, certifying that there are no
442 counter claims, setting them forth in reasonable detail). Such statement may be relied upon by any prospective purchaser,
443 manager or other holder of the Premises, and Tenant shall be held to be at fault, cost and expense resulting from
444 any loss or damage to the Premises or any lease caused by any refusal of Tenant to execute such estoppel certificate or any
445 material misrepresentation contained therein.

446 15. SUBORDINATION AND ATTORNEMENT: The rights of Tenant under this Lease shall be and are subject and
447 subordinated at all times to all ground leases under the underlying leases (if any) and to the lien of any mortgage, deed of trust
448 or other lien, note or otherwise encumbering the Premises, and to any renewal, modification, consolidation, refinancing,
449 extension and replacement thereof. This subordination shall be self-operative and no further instrument of subordination
450 shall be required in order for the same to be effective; however, Tenant hereby irrevocably appoints Landlord as its attorney
451 in fact and attorney-in-fact for the purpose of executing any documents or instruments necessary to effectuate the same.
452 In the event that Tenant fails to make any payment of rent or other amount due under this Lease, Landlord or any
453 mortgagee may require, and upon request of Landlord, Tenant shall assign and transfer to the same, and to the
454 benefit of the assignee, any and all rights at any time to sublease such mortgage, deed of trust, lien or
455 other security interest in the Lease. Tenant agrees to give any mortgagee and/or deed of trust holder, by certified mail, a copy of any
456 Notice of Assignment or Subordination. Landlord or any other party to whom the Premises have been modified prior thereto (by way of notice of assignment
457 or rents and leases or otherwise) or the address of such mortgagee and/or deed of trust holder, and to do whatever it deems
458 necessary to cure any defect hereunder, then the mortgagee and/or deed of trust holder shall have an additional forty (40)
459 days within which to cure such defect, or if such defect cannot be cured within that time, then such additional time as may
460 be necessary to cure such defect (not to exceed one hundred (100) days); provided, however, that if the mortgagee and/or deed of trust holder has commenced and is diligently
461 pursuing the remedies necessary to cure such defect, then the time for curing such defect shall be extended by the time necessary
462 to prosecute such cure. In the event of a sale, transfer or assignment of Landlord's interest in
463 the Premises, or if any purchaser by foreclosure sale or by deed in lieu thereof becomes the owner of the Premises, Tenant
464 shall be entitled to and recognize such successor to Landlord as the landlord hereunder should Landlord so request such
465 amendment.

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

470 17. ENTIRE AGREEMENT/AMENDMENTS: This Lease and any Rider or other attachment hereto (if any) supersede all
471 prior negotiations and constitute the entire agreement between the parties and there are no other agreements,
472 representations, warranties or understandings relating to the subject matter herein other than those expressly set forth
473 in this Lease. Any provision of this Lease which purports to limit or qualify the liability of either party to the other, or which
474 purports to limit or qualify the liability of the other party to the other, shall not be construed as limiting or qualifying the
475 liability of either party to the other. In whole or in part, except in a writing signed by both parties
476 and delivered in the manner provided in this Lease, and except as otherwise provided herein, Landlord and Tenant further
477 represent that each has full right, title, power and authority to make, execute and deliver this Lease.

478 18. FORCE MAJEURE: If either party is prevented or delayed from punctually performing any obligation or satisfying any
479 condition under this Lease by any strike, lockout, labor dispute, inability to obtain labor, materials or reasonable substitutes
480 therefor, acts of God, unusual governmental restriction, regulation or control, arms or hostile government action, civil
481 strife, or political instability, or other casualty, or any other condition beyond the reasonable control of such party
482 or caused by the other party ("Force Majeure"), then the time to perform such obligation or to satisfy such condition shall
483 be extended on a day-by-day basis for the period of delay caused by such Force Majeure. Notwithstanding the above, if
484 the foregoing shall not apply to Tenant's obligation to pay Rent hereunder, in order for the foregoing to be effective, the
485 party claiming the delay shall give Notice to the other party, within ten (10) days of the incident specified, setting forth with
486 particularity the nature thereof, the reason therefor, the date and time incurred and the reasonable length the incident will
487

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

490 19. CONSTRUCTION: Unless the context otherwise requires, when used in the Lease, the singular includes the plural and
491 the masculine includes the feminine and neuter, and vice versa. A person is deemed to include an individual or any entity,
492 organization or association, firm, corporation, partnership, joint venture, limited liability company, limited partnership or limited
493 liability corporation, or other entity, and the term "entity" includes the personal representative, heir, executors, or testator of any
494 person or entity. The word "including" is not intended to be limiting, and the word "and" is not intended to be cumulative. The word
495 "hereof" refers to this Lease. The word "herein" refers to this Lease or any provision of this Lease. The word "herein"
496 includes the title and headings in this Lease as used only to facilitate reference. In no event shall the word "herein" be construed to mean "hereof" or "hereby". The word "herein" includes the title and headings in this Lease. The word
497 "hereof" shall constitute one paragraph. This Lease may be executed in two or more counterparts, all of which taken together
498 shall constitute one instrument. This Lease shall be governed by the internal laws of Missouri.

499 20. NOTICES: Unless otherwise specifically provided herein, any notice, consent, approval, request, waiver, objection,
500 demand or other communication (collectively, "Notices") required or desired under this Lease to be given by or on behalf of
501 one party to the other party in writing may be delivered personally, making such Notice (hereinafter "Personal") by registered or certified
502 mail return receipt requested, addressed to Landlord or Tenant at their respective addresses as set forth in this Lease. Notices to Tenant may also be effected
503 by facsimile or electronic transmission, in which case the party giving the notice shall be responsible for the delivery of the Notice. Any
504 such Notice shall be deemed to have been duly given when actually received by the intended recipient, unless otherwise provided
505 under applicable Law. Refusal to accept service of a Notice shall constitute delivery thereof. A party may designate a different address for purposes of payment of Rent or delivery of any Notice hereunder by giving at least fifteen (15)
506 days' advance Notice thereof to the other party in the manner provided above.

507 21. ANTI-TERRORISM: Each party hereby represents and warrants to each other party and to the Broker(s), that such
508 party is not, and is not acting, directly or indirectly, or on behalf of any person or entity, named as a Specially Designated
509 Global Terrorist ("SDGT") or otherwise listed on the Specially Designated Nationals and Blocked Persons List ("SDN List"), as
510 established in Presidential Executive Order 13224, or will take steps you are prohibited to do
511 businesses with under-terrorist laws.

510 22. BROKER COMPENSATION: Except as may be specifically set forth in the "Brokerage Agreements" (Section 28) of this
511 Lease, any real estate commission or other compensation due to the undersigned (the "Broker(s)") will be paid by (check
512 one, neither nor both, as applicable) Tenant, pursuant to the separate brokerage service agreement(s) identified in Section 23 below, if any
513 and Landlord and Tenant each represented to the other that the Broker(s) identified in Section 23 below, if any
514 (as well as any other Broker(s) engaged in the transaction) will not receive any compensation from Landlord or Tenant
515 from any less, liable and damages incurred that arises as a result of any warranty claim made by any other person.
516 The provisions of this Section of this Section shall survive expiration or termination of this Lease.

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

Licenses holding Tenant is:	Licenses holding Landlord is:
<input checked="" type="checkbox"/> Tenant's Limited Agent (acting on behalf of Tenant).	<input checked="" type="checkbox"/> Landlord's Limited Agent (acting on behalf of Landlord).
<input checked="" type="checkbox"/> Landlord's Limited Agent (acting on behalf of Landlord).	<input checked="" type="checkbox"/> Tenant's Limited Agent (acting on behalf of Tenant).
<input checked="" type="checkbox"/> Dual Agent (acting on behalf of both Tenant & Landlord).	<input checked="" type="checkbox"/> Dual Agent (acting on behalf of both Landlord & Tenant).
<input checked="" type="checkbox"/> Transaction Broker Acting for Tenant (not acting on behalf of either Tenant or Landlord).	<input checked="" type="checkbox"/> Transaction Broker Acting for Landlord (not acting on behalf of either Tenant or Landlord).
<input checked="" type="checkbox"/> Subagent of Landlord (acting on behalf of Landlord). (Also check here if serving as a designated agent)	<input checked="" type="checkbox"/> Subagent of Tenant (acting on behalf of Tenant). (Also check here if serving as a designated agent)
By signing below, the licensee(s) confirms making timely disclosure of his brokerage relationship to the appropriate parties.	
530 Heritage House Rentals, LLC 540 Broker's Firm Assisting Tenant (and MLS ID No., if any)	531 Heritage House Rentals, LLC 540 Broker's Firm Assisting Landlord (and MLS ID No., if any)
541 By (Signature) 542 Lessee's Printed Name: Kenneth L. Reed 543 Address: 218 W. Jefferson, Kirksville, MO 63561 544 Date: 545 Facsimile: (660)664-4329	542 By (Signature) 543 Landlord's Printed Name: Kenneth L. Reed 544 Address: 218 W. Jefferson, Kirksville, MO 63561 545 Date: 546 Facsimile: (660)664-4329

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ATTEST:
County Clerk

Presiding Commissioner, Mark Shahan
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ADAIR COUNTY COMMISSION MINUTES

MONDAY APRIL 4, 2022

Continued from page 535.

<p style="text-align: center;">Page 11 of 11 Add County</p> <p>547 21. LICENSEE PERSONAL INTEREST DISCLOSURE: (check if applicable; otherwise check "Not Applicable") <input checked="" type="checkbox"/> Kenneth L. Read (insert name of Commissioner or Broker or salesperson, and is (check one or more, as applicable): <input type="checkbox"/> a party to this transaction; <input type="checkbox"/> a principal of vendor has a direct or indirect ownership interest in [] Landlord; [] Tenant; and/or <input type="checkbox"/> an immediate family member of [] Landlord; [] Tenant - Spouse <input type="checkbox"/> []/None</p> <p>548 22. FRANCHISEE DISCLOSURE: (Check here and complete if applicable). <input type="checkbox"/> The following Broker(s)/Property Manager above is 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 <input type="checkbox"/> []/None</p> <p>549 24. TIME IS OF THE ESSENCE: Time is of the essence in performance of the obligations of the parties under this Lease. <input type="checkbox"/> All references to a specified time shall mean Central Time. Unless otherwise otherwise herein, a "day" is defined as a 24- hour calendar day, seven (7) days per week;</p> <p>550 25. SUBMISSION OF LEASE: Negotiation and submission of an offer to either party for signature does not constitute an <input type="checkbox"/> option to lease or reservation of lease. Neither Landlord nor Tenant shall be bound until the last party to sign this Lease <input type="checkbox"/> has delivered a fully executed copy to the other party.</p> <p>551 26. RIDEWS: The following Rider(s) are attached hereto and incorporated herein as part of this Lease (check if they apply) <input type="checkbox"/> []/None</p> <p>552 28. SPECIAL AGREEMENTS: The lessee shall pay rent of the East end of the property on April 1, 2022, with rent being <input type="checkbox"/> \$1200.00 for April and \$1700.00 for May, 2022. On June 1, 2022 the tenant will take possession of the entire property and pay <input type="checkbox"/> rent up to \$18,333.33 for the duration of the lease.</p> <p>553 IN WITNESS WHEREOF, the parties have executed and entered into this Lease as of the last date indicated below their <input type="checkbox"/> respective signatures (the "Effective Date").</p> <p style="text-align: center;">(SIGNATURE PAGE FOLLOWING)</p>	<p style="text-align: center;">SIGNATURE PAGE TO COMMERCIAL LEASE (SINGLE TENANT)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> TENANT (for a corporation or other entity) <input type="checkbox"/> Add County <small>(Insert corporate name of Tenant)</small> <p>By: <u>Mark Shahan</u> <input type="checkbox"/> D. Min. SS. Owner <small>Print Name and Title</small></p> <p>Address: _____ <small>Address (for Notices prior to Commencement Date):</small></p> <p>Phone: _____ <small>Phone:</small> E-mail: _____ <small>E-mail:</small> Date: _____ <small>Date:</small></p> </td> <td style="width: 50%; vertical-align: top;"> TENANT (for one or more individuals) <input type="checkbox"/> <u>Mark Shahan</u> <small>Print Name</small> <p>Address: _____ <small>Address (for Notices prior to Commencement Date):</small></p> <p>Phone: _____ <small>Phone:</small> E-mail: _____ <small>E-mail:</small> Date: _____ <small>Date:</small></p> </td> </tr> <tr> <td colspan="2" style="text-align: center;"> LANDLORD: <small>(Sign here if Landlord is to sign this Lease and receive Rent, Security Deposit and Notices directly)</small> <p>By: <u>Kenneth L. Read</u> <small>Print Name: Kenneth L. Read</small> <small>Title (if any): Broker/Owner</small> <small>Address: 219 W. Jefferson</small> <small>Kirkville, MO 63301</small> <small>Phone: (660)525-5488</small> <small>E-mail: manager@charloughousrentalsllc.com</small> <small>Date: 4/4/2022</small></p> <p><small>Property Manager's Name <small>(as Landlord's authorized agent)</small></small></p> <p>By: _____ <small>Print Name:</small> <small>Title (if any):</small> <small>Address:</small></p> <p>Phone: _____ <small>Phone:</small> E-mail: _____ <small>E-mail:</small> Date: _____ <small>Date:</small></p> </td> </tr> </table> <p style="text-align: center; font-size: small;"> <small>Attestation by legal counsel for use exclusively by current members of the Missouri REALTORS® Council, Missouri. No warranty is made or implied 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. Local law, ordinance and practice, and all other circumstances in each transaction may each dictate that amendments to this Lease be made. Last Revised 12/21/18. ©2018 Missouri REALTORS®</small> </p> <p style="text-align: center; font-size: small;"> <small>COM-3000 Printed with CoreNet Transaction Edition Edition 111 N Haskell St., Suite 200, Dallas, TX 75201 www.CoreNet.org Add County</small> </p>	TENANT (for a corporation or other entity) <input type="checkbox"/> Add County <small>(Insert corporate name of Tenant)</small> <p>By: <u>Mark Shahan</u> <input type="checkbox"/> D. Min. SS. Owner <small>Print Name and Title</small></p> <p>Address: _____ <small>Address (for Notices prior to Commencement Date):</small></p> <p>Phone: _____ <small>Phone:</small> E-mail: _____ <small>E-mail:</small> Date: _____ <small>Date:</small></p>	TENANT (for one or more individuals) <input type="checkbox"/> <u>Mark Shahan</u> <small>Print Name</small> <p>Address: _____ <small>Address (for Notices prior to Commencement Date):</small></p> <p>Phone: _____ <small>Phone:</small> E-mail: _____ <small>E-mail:</small> Date: _____ <small>Date:</small></p>	LANDLORD: <small>(Sign here if Landlord is to sign this Lease and receive Rent, Security Deposit and Notices directly)</small> <p>By: <u>Kenneth L. Read</u> <small>Print Name: Kenneth L. Read</small> <small>Title (if any): Broker/Owner</small> <small>Address: 219 W. Jefferson</small> <small>Kirkville, MO 63301</small> <small>Phone: (660)525-5488</small> <small>E-mail: manager@charloughousrentalsllc.com</small> <small>Date: 4/4/2022</small></p> <p><small>Property Manager's Name <small>(as Landlord's authorized agent)</small></small></p> <p>By: _____ <small>Print Name:</small> <small>Title (if any):</small> <small>Address:</small></p> <p>Phone: _____ <small>Phone:</small> E-mail: _____ <small>E-mail:</small> Date: _____ <small>Date:</small></p>	
TENANT (for a corporation or other entity) <input type="checkbox"/> Add County <small>(Insert corporate name of Tenant)</small> <p>By: <u>Mark Shahan</u> <input type="checkbox"/> D. Min. SS. Owner <small>Print Name and Title</small></p> <p>Address: _____ <small>Address (for Notices prior to Commencement Date):</small></p> <p>Phone: _____ <small>Phone:</small> E-mail: _____ <small>E-mail:</small> Date: _____ <small>Date:</small></p>	TENANT (for one or more individuals) <input type="checkbox"/> <u>Mark Shahan</u> <small>Print Name</small> <p>Address: _____ <small>Address (for Notices prior to Commencement Date):</small></p> <p>Phone: _____ <small>Phone:</small> E-mail: _____ <small>E-mail:</small> Date: _____ <small>Date:</small></p>				
LANDLORD: <small>(Sign here if Landlord is to sign this Lease and receive Rent, Security Deposit and Notices directly)</small> <p>By: <u>Kenneth L. Read</u> <small>Print Name: Kenneth L. Read</small> <small>Title (if any): Broker/Owner</small> <small>Address: 219 W. Jefferson</small> <small>Kirkville, MO 63301</small> <small>Phone: (660)525-5488</small> <small>E-mail: manager@charloughousrentalsllc.com</small> <small>Date: 4/4/2022</small></p> <p><small>Property Manager's Name <small>(as Landlord's authorized agent)</small></small></p> <p>By: _____ <small>Print Name:</small> <small>Title (if any):</small> <small>Address:</small></p> <p>Phone: _____ <small>Phone:</small> E-mail: _____ <small>E-mail:</small> Date: _____ <small>Date:</small></p>					

Continued on page 537.

ATTEST:

Dandra Colp

County Clerk

Mark Shahan

Presiding Commissioner, Mark Shahan
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**ADAIR COUNTY COMMISSION MINUTES
MONDAY APRIL 4, 2022**

Continued from page 537.

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 held to Landlord or its designated
 117 Property Manager from time to time. If Landlord converts an interest under this Lease, the Security Deposit (or portion
 118 thereof not previously applied) may be carried over to Landlord's grantees or assigns. In such case, Tenant hereby releases
 119 Landlord from any liability with respect thereto and shall look solely to such grantees or assigns. Property Manager may
 120 deduct any Security Deposit received by it directly to Landlord, and shall have no responsibility for any refund due to Tenant.
 121 **RENEWAL OFFICES:** If the following is not intended to apply, initial "X" "N/A" or "Not Applicable") Tenant will
 122 have the right to extend the Term(s), upon the payment of the extension fee(s) set forth below, for an additional period(s) ending
 123 on the expiration of the then current Term(s), expiration of the initial Base Term unless related to commencement of the first
 124 extension period, expiration of the first extension period will relate to commencement of the second extension period,
 125 etc.) of this Lease. Such right shall be deemed expressly exercised only if Tenant gives Landlord Notice written at least
 126 [] days (fifteen (15) days if none stated) prior to the expiration of the then current Term and only
 127 if Tenant has not given notice to Landlord to terminate the lease prior to the date of the exercise of this right during the extension
 128 period(s). The extension fee(s) to be paid to Landlord pursuant to the terms of the lease shall be determined as follows:
 129 Extension Term 1: \$ 1,812,327.00 per month \$ per square foot
 130 Extension Term 2: \$ 1,812,327.00 per month \$ per square foot
 131 Extension Term 3: \$ 1,812,327.00 per month \$ per square foot
 132 Tenant, N/A, shall have the right to extend the Term shall cause all rights (if any) to future extensions to lapse
 133 if Tenant fails to exercise the right to extend the Term as expressly made to be personal to only the initial Tenant named in this Lease and that right
 134 shall be of benefit to any successor, assignee or subtenant of said Tenant.
 135 **4. USE OF PREMISES: CONTINUOUS OCCUPANCY:** Use
 136 **a. Permitted Use of Premises:** Tenant agrees to use and occupy the Premises solely as
 137 office space, court, 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 liable to Landlord for any damages resulting from the use of the Premises in a manner which violates any applicable
 140 zoning requirements ("Law"), noise or hazards affecting the Premises or the use thereof, including without limitation
 141 accessibility laws. Tenant shall also comply with all such encumbrances and shall not violate in any manner any exclusive use
 142 rights or prohibited use restrictions encompassing the Property, which exclusive and prohibited use provisions are available
 143 for Tenant's inspection. Tenant will not use the address or any place outside of the Premises to house personal property,
 144 equipment, supplies, materials, or any other items. Tenant shall not store any materials or equipment on Landlord's Premises
 145 unless with the prior written consent of Landlord. Tenant shall not store any materials or equipment on Landlord's Premises
 146 unless with the prior written consent of Landlord. Tenant shall not store any materials or equipment on Landlord's Premises
 147 unless with the prior written consent of Landlord. Tenant shall not store any materials or equipment on Landlord's Premises
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 162 unless with the prior written consent of Landlord. Tenant shall not store any materials or equipment on Landlord's Premises
 163 unless with the prior written consent of Landlord. Tenant shall not store any materials or equipment on Landlord's Premises
 164 unless with the prior written consent of Landlord. Tenant shall report any criminal incidents in 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 **b. Continuous Occupancy:** N Tenant is required to pay Percentage Rent hereunder. Tenant shall keep its business
 169 in the Premises during the term of this lease, fully tenanted, stocked and staffed, using only the Trade Name, in
 170 Advertisements, and Tenant shall pay Management Fee(s) of \$200 to \$300.
 171 and 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, Tenant will 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 150% of the total annual Monthly Rent for each day Tenant fails to do so completely.

Continued on page 539.

ATTEST:

County Clerk

Presiding Commissioner, Mark Shahan

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ADAIR COUNTY COMMISSION MINUTES

MONDAY APRIL 4, 2022

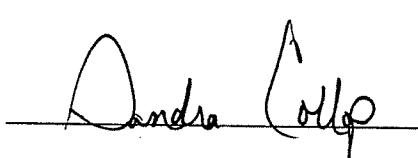
Continued from page 538.

<p>228 maintain any fences, shrubs, plants, trees and other landscaping located at the Premises. Tenant shall also be responsible 229 for any damage arising from any act or for which Tenant has indemnified Landlord (see set forth below). Landlord may choose 230 to directly make any such repairs or replacements and, if so, Tenant shall reimburse Landlord for the actual cost thereof as 240 Additional Rent.</p> <p>241 B. Maintenance By Landlord. Landlord shall keep and maintain in good order, condition and repair (ordinary wear 242 and tear excepted), the foundation, roof and exterior walls (exclusive of interior surfaces), gutters and downspouts of the 243 Building, and structural portions thereof, except as to damage arising from any act for which Tenant has indemnified 244 Landlord (see set forth below), which is Tenant's sole responsibility. Nothing herein shall be construed to require Landlord 245 to repair any structural damage, which is to be repaired by Tenant. Tenant shall notify Landlord immediately of any 246 repairs needed that, if left unattended would result in damage to the Premises, such as water leakage, roof damage, and 247 cracks and/or holes, termite or insect damage, etc. Landlord shall have no duty to make any repairs until and unless Tenant 248 provides Landlord Notice of the need therfor, and Landlord shall have a reasonable time thereafter to make such repairs.</p> <p>249 C. Access. Landlord may enter the Premises at reasonable hours and upon prior reasonable Notice (except in case 250 of an emergency, for which prior Notice shall not be required) to examine the same, to show it to prospective lessees and 251 purchasers, to inspect any fixtures, equipment, or other property installed or attached thereto, and to do other acts reasonably 252 required in connection therewith. During the term of this lease, Landlord shall have the right to enter the Premises at any time 253 (including after hours) during normal business hours to inspect the roof, the air space above the roof, 254 the space below the floor of the Premises and the exterior walls of the building, and the right in, over and upon the Premises to 255 make necessary, necessary or convenient alterations of the same or other portions of the Land, including without 256 limitation, the right to remove any fixture, equipment, or other property installed or attached thereto that would 257 cause or permit accumulation of any debris or other material on the roof of the Building and which would 258 otherwise interfere with Tenant's roof. Tenant shall use the services of Landlord's roofing contractor for installation of any roof mounted equipment 259 or accessories to avoid invalidating Landlord's roof warranty, which equipment notwithstanding the foregoing, shall not be 260 installed without Landlord's prior written consent.</p> <p>261 7. TENANT INDEMNITY & INSURANCE: SUBROGATION:</p> <p>262 A. Indemnification. Tenant shall indemnify, defend and hold harmless Landlord and Landlord's Property Manager (if 263 any, as designated from time to time) and their respective officers, shareholders, members, partners, employees and agents 264 and independent contractors, agents and brokers, jointly and severally, costs and expenses of any kind that may occur or be 265 claimed with respect to any loss, damage or destruction to persons or property, including but not limited to (i) any death or 266 omission of Tenant or any of its customers, guests, invitees, employees, agents, contractors, servants, licensees, 267 subtenants, occupants or other persons or entities permitted the Premises at any time claiming under or through Tenant 268 or Landlord ("Landlord Party") during the Term, (ii) any personal injuries, (iii) any breach or default in the 269 performance of any obligation of Tenant hereunder, (iv) any claim for personal injury or any Tenant Party and (v) 270 any occurrence in, upon, at or near the Premises, occurring only to the extent caused by the negligence or willful 271 and reckless indifference and disregard for the safety and rights of others by Landlord or a Landlord Party. Tenant shall 272 promptly notify Landlord of any claim, action, proceeding at law instituted or threatened against a Landlord Party or Tenant. 273 If Tenant fails to provide Landlord with a copy of the summons and complaint within ten (10) days of service, Landlord 274 shall pay all costs and provide counsel reasonably acceptable to such Landlord Party and such action at law, at the Landlord 275 party's option, their reasonable attorney fees and costs incurred in connection therewith. The terms of this section shall 276 survive the expiration or termination of this Lease.</p> <p>277 B. Insurance. Tenant shall procure and keep in full force, at its sole cost and expense, at all times during the Term: 278 (i) plate glass insurance to the amount of one hundred percent (100%) of the replacement cost of all windows and 279 doors in the Premises, subject to a deductible acceptable to Landlord, and, unless expressly stated otherwise, insurance 280 covering all merchandise, inventory, goods, contents, signs, advertisements, displays, furnishings, fixtures, equipment, 281 improvements and other works done, owned, used, occupied, leased, or held by or on behalf of Tenant or any 282 Tenant Party, or in or about the Premises. ("Tenant Party") in amounts acceptable to Landlord, and liability protection 283 protection against any perils included within the classification "All Risk" coverage, together with insurance against spider 284 leakage (if the Premises are sprinklered), earthquake, flood, water leakage, theft, vandalism and malicious mischief; 285 (ii) comprehensive public liability insurance protecting and indemnifying Landlord and its employees and 286 management in an amount not less than One Million DOLLARS (\$ 1,000,000.00) 287 for Injury or Death of Persons, One Million DOLLARS (\$ 1,000,000.00) 288 per occurrence, and One Million DOLLARS (\$ 1,000,000.00) 289 (iii) at any time during the Term, beer, wine or other alcoholic beverages are sold or given away from 290 the Premises (it being understood and agreed, however, that the foregoing shall not authorize the use of the Premises for 291 such purposes without the prior express written consent of Landlord). Dram Shop Insurance protecting Tenant and all 292 Landlord's employees, contractors, agents, and brokers, with policy limits as provided for by Law and insurance acceptable to Landlord. 293 If the rates charged in any insurance carried by or on behalf of Landlord shall be increased by reason of any use 294 of the Premises made by Tenant or any Tenant Party, or any premium or other charge imposed by Tenant, Tenant shall pay to 295 Landlord such increase in insurance rates (i.e., premiums) as are caused directly by the increase in rates (i.e., premiums) during 296 the premium period. If at any time during the Term Tenant fails to procure or maintain any insurance required of it hereunder, 297 or to pay for any increase in premiums in accordance herewith, then (in addition to all other remedies available for a default COM-3696</p>	
<small>Produced with Lexis-Nexis® Document Edition 7.11 by Lexis-Nexis, Dallas, TX 75201 10002623000</small>	

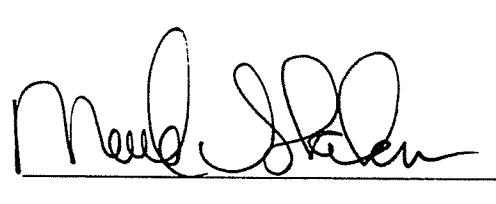
<p>298 by Tenant) Landlord (and/or Landlord's designee(s) or Property Manager, if any) may but shall not be obligated 299 to procure the same at Tenant's expense. Tenant shall immediately reimburse Landlord for any such premium expense, 300 plus interest thereon at the Default Rate from the date of expenditure until fully reimbursed.</p> <p>301 All policies of insurance required of Tenant hereunder shall be issued by insurance companies with a general 302 policyholder's rating of not less than A and a financial rating of not less than AXX as rated in the most currently available 303 "Best's" Insurance reports, and licensed and qualified to do business and write such coverage in Missouri. All such policies 304 shall be written as primary policies, and contributing with and not in excess of coverage which Landlord may carry, and shall 305 not be written as excess policies. All such policies shall contain a provision requiring Tenant to pay to Landlord the premium 306 shall contain a provision requiring Tenant to pay to Landlord the premium for any loss incurred by any Landlord Party by reason of 307 Tenant's negligence, inadvertence or carelessness in doing business with Tenant. Executed copies of such 308 policies or certificates thereof shall be delivered to Landlord prior to any entry upon the Premises by Tenant. Renewal 309 premium notices shall be furnished to Landlord at least thirty (30) days prior to the expiration of the term of each such 310 policy and upon receipt of Landlord at any time during the Term, Tenant's insurance carrier shall furnish an affidavit 311 that such insurance may not be canceled or suspended except upon at least thirty (30) days' prior Notice from the insurance 312 company to Landlord and/or its designated Property Manager.</p> <p>313 C. Mutual Waiver Of Subrogation. Landlord and Tenant hereby waive all right each may have against the other on 314 account of any loss or damage occasioned to the person or property of Landlord or Tenant, the Premises or its contents, 315 arising from any cause, whether the same be insured against by Landlord or Tenant (not only if and to the extent that insurance proceeds 316 are not sufficient to cover the same) or for the same, or for the same, 317 and on behalf thereof, the parties shall release and discharge each other from all claims, demands, causes of action, suits, judgments, 318 and other legal proceedings, whether now known or unknown, which may arise out of or by reason of the same. It is further 319 agreed that the parties shall not sue each other for any damages resulting from the same. It is further agreed that the parties 320 shall not sue each other for any damages resulting from the same. It is further agreed that the parties shall not sue each other 321 for any damages resulting from the same. It is further agreed that the parties shall not sue each other for any damages resulting from the same. 322 D. CASUALTY: If the Premises is partially damaged by any casualty insured under Landlord's insurance, then upon 323 Landlord's receipt of the policy proceeds, Landlord shall, except as otherwise provided herein, repair and restore the same 324 (exclusive of Tenant's Personalty) to substantially to condition as of the Commencement Date; limited, however, to the 325 extent that the same is not reasonably practicable to do so by Landlord hereunder and notwithstanding the same. If by reason of any 326 such occurrence: (A) the Premises are damaged in whole or in part during the first year of the Term (or at any time during 327 a renewal period); or (B) the Premises are damaged in whole or in part during the last year of the Term (or at any time during 328 a renewal period); or (C) the Building is damaged to an extent of forty percent (40%) or more of the then replacement 329 value thereof; or (D) Landlord's replacement judgment is rendered within (6) months from the date of the casualty; or (E) 330 the Premises are rendered uninhabitable by reason of the same; or (F) the Premises are rendered uninhabitable by reason of 331 the same; or (G) the Premises are rendered uninhabitable by reason of the same; or (H) the Premises are rendered uninhabitable by reason of 332 the same; or (I) the Premises are rendered uninhabitable by reason of the same; or (J) the Premises are rendered uninhabitable by reason of 333 the same; or (K) the Premises are rendered uninhabitable by reason of the same; or (L) the Premises are rendered uninhabitable by reason of 334 the same; or (M) the Premises are rendered uninhabitable by reason of the same; or (N) the Premises are rendered uninhabitable by reason of 335 the same; or (O) the Premises are rendered uninhabitable by reason of the same; or (P) the Premises are rendered uninhabitable by reason of 336 the same; or (Q) the Premises are rendered uninhabitable by reason of the same; or (R) the Premises are rendered uninhabitable by reason of 337 the same; or (S) the Premises are rendered uninhabitable by reason of the same; or (T) the Premises are rendered uninhabitable by reason of 338 the same; or (U) the Premises are rendered uninhabitable by reason of the same; or (V) the Premises are rendered uninhabitable by reason of 339 the same; or (W) the Premises are rendered uninhabitable by reason of the same; or (X) the Premises are rendered uninhabitable by reason of 340 the same; or (Y) the Premises are rendered uninhabitable by reason of the same; or (Z) the Premises are rendered uninhabitable by reason of 341 the same; or (AA) the Premises are rendered uninhabitable by reason of the same; or (BB) the Premises are rendered uninhabitable by reason of 342 the same; or (CC) the Premises are rendered uninhabitable by reason of the same; or (DD) the Premises are rendered uninhabitable by reason of 343 the same; or (EE) the Premises are rendered uninhabitable by reason of the same; or (FF) the Premises are rendered uninhabitable by reason of 344 the same; or (GG) the Premises are rendered uninhabitable by reason of the same; or (HH) the Premises are rendered uninhabitable by reason of 345 the same; or (II) the Premises are rendered uninhabitable by reason of the same; or (JJ) the Premises are rendered uninhabitable by reason of 346 the same; or (KK) the Premises are rendered uninhabitable by reason of the same; or (LL) the Premises are rendered uninhabitable by reason of 347 the same; or (MM) the Premises are rendered uninhabitable by reason of the same; or (NN) the Premises are rendered uninhabitable by reason of 348 the same; or (OO) the Premises are rendered uninhabitable by reason of the same; or (PP) the Premises are rendered uninhabitable by reason of 349 E. EMINENT DOMAIN: If the entire Premises is taken by any authority under threat or power of eminent domain (a 350 "Taking"), then this Lease shall terminate upon the earlier of the date when title to or possession of the Premises is 351 transferred, and all Rent shall cease to be paid up to that date. If only a part of the Premises is so taken and the remainder is left 352 and used, then the Rent shall be paid up to the date when title to or possession of the same is taken. (C) and (D) such Taking 353 shall occur during the last year of the Term. Tenant or Landlord shall have the right to terminate this Lease upon ninety (90) 354 days prior Notice to the other. and in no event prior to the date title to or possession of that portion of the Premises so taken 355 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 356 any other taking proceeding is instituted in which it is sought to take any part of the Land, then the same shall be taken by 357 Landlord determined that the Premises cannot be operated as a single unit, and that the same is not reasonably practicable 358 to do so. Landlord requires that any Landlord's condemnation proceedings be applied to reduce Landlord's 359 loss balance, then, in any of such events, Landlord may terminate this Lease upon ninety (90) days prior Notice to Tenant. 360 If not terminated, this Lease shall remain in full force and effect, except that Monthly Rent shall be reduced on the basis of 361 the square foot area of the space rendered uninhabitable bears to the aggregate square foot area of the 362 COM-3696</p>	
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Continued on page 540.

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan
Page 539

**ADAIR COUNTY COMMISSION MINUTES
MONDAY APRIL 4, 2022**

Continued from page 539.

Continued on page 541.

ATTEST: Nandra Colp
County Clerk

Presiding Commissioner, Mark Shaham
Page 540

ADAIR COUNTY COMMISSION MINUTES

MONDAY APRIL 4, 2022

Continued from page 540.

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

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

494 20. NOTICES: Unless otherwise specifically provided herein, any notice, demand, agreement, request, waiver, objection,
 495 demand or other communication (collectively, "Notice") required or desired under this Lease to be given by or on behalf of
 496 either party to the other shall be in writing and may be delivered by mailing such Notice (breach) by registered or certified
 497 mail return receipt requested, addressed to Landlord (or Property Manager on his behalf if so designated), or to Tenant (as
 498 set out in the bill of the address set forth on the signature page of this Lease). Notice to Tenant may also be effectively
 499 delivered to the Tenant at his principal place of business or residence, or to any other place where Tenant may also be and via other
 500 means (including personal delivery, by courier, messenger or overnight delivery service, telephone message, facsimile, and
 501 providing a receipt) or otherwise as permitted or required under applicable Law (such as posting or legal publication). Any
 502 such Notice shall be deemed to have been duly given when actually received by the intended recipient (or as otherwise
 503 provided). Refusal to accept delivery of a Notice shall constitute delivery thereof. A party may
 504 designate a new address for purposes of receipt of Rent or delivery of any Notice hereunder by giving at least ten (10)
 505 days' advance Notice thereof to the other party in the manner provided above.

506 21. ANTI-TERRORISM: Each party hereto represents and warrants to each other party and to the Broker(s), that such
 507 party is not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated
 508 National and Blocked Person (as defined in Presidential Executive Order 13224), or will, when you are prohibited to do
 509 business with under anti-terrorism laws.

510 22. BROKER COMPENSATION: Except as may be specifically set forth in the "Special Agreements" (Section 20) of this
 511 Lease, any real estate compensation or consideration due to the Underwriter (the "Broker(s)") will be paid by (Broker
 512 one, neither, or both, individually) Tenant, pursuant to the agreed brokerage agreement between
 513 said Broker(s), Landlord and Tenant, each represented by the other (not the Broker(s) identified in Section 20, below), to (one)
 514 the only real estate broker(s) involved in this Lease. Each party shall indemnify, defend and hold harmless the other party
 515 free from any loss, liability and damages incurred that arises as a result of any contrary claim made by any other person.
 516 The provisions of this Section of this Lease shall survive expiration or termination of this Lease.

517 23. BUSINESS RELATIONSHIP: By signing below, Tenant and Landlord confirm that disclosure of the ununsigned
 518 Broker(s) brokerage relationship, required by law or regulation, was made to Landlord and/or Tenant or their respective
 519 agents, under transaction brokers (not including commercial brokers), no later than the
 520 first showing of the Premises, upon first contact, or immediately upon the occurrence of any change in their relationship.

521 Licensee assisting Tenant is as:
 522 (Check appropriate boxes)
 523 Tenant's Limited Agent (acting on behalf of Tenant).
 524 Landlord's Limited Agent (acting on behalf of Landlord).
 525 Dual Agent (acting on behalf of both Tenant & Landlord).
 526 Transaction Broker Assisting Tenant (not acting on
 527 behalf of either Tenant or Landlord).
 528 Subagent of Landlord (acting on behalf of Landlord).
 529 (Also check here if serving as designated agent)

530 Licensee assisting Landlord is as:
 531 (Check appropriate boxes)
 532 Landlord's Limited Agent (acting on behalf of Landlord).
 533 Tenant's Limited Agent (acting on behalf of Tenant).
 534 Dual Agent (acting on behalf of both Landlord & Tenant).
 535 Transaction Broker Assisting Landlord (not acting on
 536 behalf of either Tenant or Landlord).
 537 (Also check here if serving as designated agent)

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

539 **Herrick House Realty, LLC.**
 540 Broker's Firm Assisting Tenant (and MLS ID No., if any)
 541 By (Signature):
 542 Licensee's Printed Name: Kenneth L. Reed
 543 Address: 111 W. Jefferson, KCK, KS 66101
 544 Date:
 545 Facsimile: (850) 265-3228

546 **Herrick House Realty, LLC.**
 547 Broker's Firm Assisting Landlord (and MLS ID No., if any)
 548 By (Signature):
 549 Licensee's Printed Name: Kenneth L. Reed
 550 Address: 111 W. Jefferson, KCK, KS 66101
 551 Date:
 552 Facsimile: (850) 265-3228

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Page 8 of 11
 Add Com

553 **34. LICENSEE PERSONAL INTEREST DISCLOSURE:** (complete if applicable, otherwise insert "Not Applicable")
 554 Kenneth L. Reed
 555 Kenneth L. Reed is a sibling, brother or sister-in-law, and is (check one or more, as applicable):
 556 a party to this transaction.
 557 a principal or and/or has a direct or indirect ownership interest in Landlord Tenant, and/or
 558 an immediate family member of Landlord Tenant. Specify: _____

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

560 The following Broker/Property Manager, who is a member of a franchise and pursuant to the terms of its franchise
 561 agreement, the franchisor has no legal liability for its actions, despite the use of franchisor's trade name or logo
 562 _____.

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

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

569 **38. RISERS:** The following Risers are attached hereto and incorporated herein as part of this Lease (check all that apply):
 570 _____
 571 _____
 572 _____
 573 _____
 574 _____
 575 _____

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

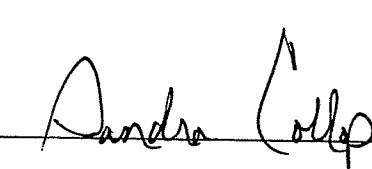
(SIGNATURE PAGE FOLLOWS)

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 Add Com

Continued on page 542.

ATTEST:


 Sandra Colby

County Clerk


 Mark Shahan

Presiding Commissioner, Mark Shahan
 Page 541

ADAIR COUNTY COMMISSION MINUTES

MONDAY APRIL 4, 2022

Continued from page 541.

SIGNATURE PAGE TO COMMERCIAL LEASE (SINGLE TENANT)	
TENANT (for a corporation or other entity) Adair County <small>(Sign here if you are the sole Tenant)</small> By: <u>Mark Shahen</u> <small>Print Name and Title</small> <small>Mark Shahen, Presiding Commissioner</small> <small>Print Name and Title</small> <small>Attest:</small> <small>Print Name and Title</small> <small>Address (for Notices prior to Commencement Date):</small> <small>Phone: _____</small> <small>E-mail: _____</small> <small>Date: _____</small> LANDLORD: <small>(Sign here if Landlord is to sign this Lease and receive Rent, Security Deposit and Notices directly)</small> <small>Kenneth L. Read</small> <small>Landlord's Name (if more than one individual, attach additional signature lines as needed)</small> <small>By: <u>Kenneth L. Read</u></small> <small>Print Name: Kenneth L. Read</small> <small>Title (if any): Broker/Owner</small> <small>Address: 215 W. Jefferson</small> <small>Nevada, MO 64772</small> <small>Phone: (660) 618-4484</small> <small>E-mail: manager@thehouserentalinc.com</small> <small>Date: 4/4/2022</small>	TENANT (for one or more individual(s)) Adair County <small>(Sign here if more than one individual is signing)</small> By: <u>Mark Shahan</u> <small>Print Name</small> <small>Print Name</small> <small>Address (for Notices prior to Commencement Date):</small> <small>Phone: _____</small> <small>E-mail: _____</small> <small>Date: _____</small> PROPERTY MANAGER: <small>(Sign here if Property Manager is to sign this Lease and receive Rent, Security Deposit and Notices for Landlord)</small> <small>Property Manager's Name (as Landlord's authorized agent)</small> <small>By: <u>Kennecey Read</u></small> <small>Print Name: Kenneth L. Read</small> <small>Title (if any):</small> <small>Address: _____</small> <small>Phone: _____</small> <small>E-mail: _____</small> <small>Date: _____</small>
<small>Approved by legal counsel for use exclusively by current members of the Missouri REALTORS®, Columbia, Missouri. No attorney is made or created as to the legal validity or adequacy of this Lease, or that it complies in every respect with the law or laws to be used in interpreting the same. Local law, custom and practice, and differing circumstances in each transaction may necessitate further amendments to this Lease to meet.</small> <small>Last Revised 12/1/12.</small> <small>©2014 Missouri REALTOR®</small> <small>COM-3009</small> <small>Printed with Laser Print Technology (Edition 217) 11 Howard St., Suite 2200, Dallas, TX 75201</small> <small>Page 11 of 11</small> <small>Adair County</small>	

Above minutes as presented to the County Clerk:

ATTEST: Audra Colby

County Clerk



Presiding Commissioner, Mark Shahen
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