BILL NO.: **4984** **ORDINANCE NO.:** **4817**

Introduced by: City Manager Nathan Mai-Lombardo

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH JLL (JONES LANG LASALLE) TO LEASE A WAREHOUSE FOR STORAGE

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, AS FOLLOWS:

Section 1. The City Council of the City of Berkeley hereby authorizes the City Manager to execute an agreement to lease a warehouse for storage of administration, public works, and fire department equipment during construction of new facilities with JLL (Jones Lang LaSalle). 2 Years

Section 2. The attached agreement is hereby incorporated herein and made a part of this ordinance, as if fully set out herein.

Section 3. This Ordinance shall be in full force and effect from and after the date of its passage.

1st Reading this 16th day of October 2023

2nd Reading this 16th day of October 2023

3rd Reading, PASSED and APPROVED, this **6th day of November 2023**

Babatunde Deinbo, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved as to Form:
Donnell Smith, City Attorney

Final Roll Call:

Councilwoman Verges	Aye _X_ Nay __ Absent __ Abstain __
Councilwoman Williams	Aye _X_ Nay __ Absent __ Abstain __
Councilman Hoskins	Aye _X_ Nay __ Absent __ Abstain __
Councilwoman Anthony	Aye _X_ Nay __ Absent __ Abstain __
Councilman Hindeleh	Aye _X_ Nay __ Absent __ Abstain __
Councilwoman-at-Large Crawford-Graham	Aye _X_ Nay __ Absent __ Abstain __
Mayor Deinbo	Aye _X_ Nay __ Absent __ Abstain __

6559 Romiss Ct St. Louis

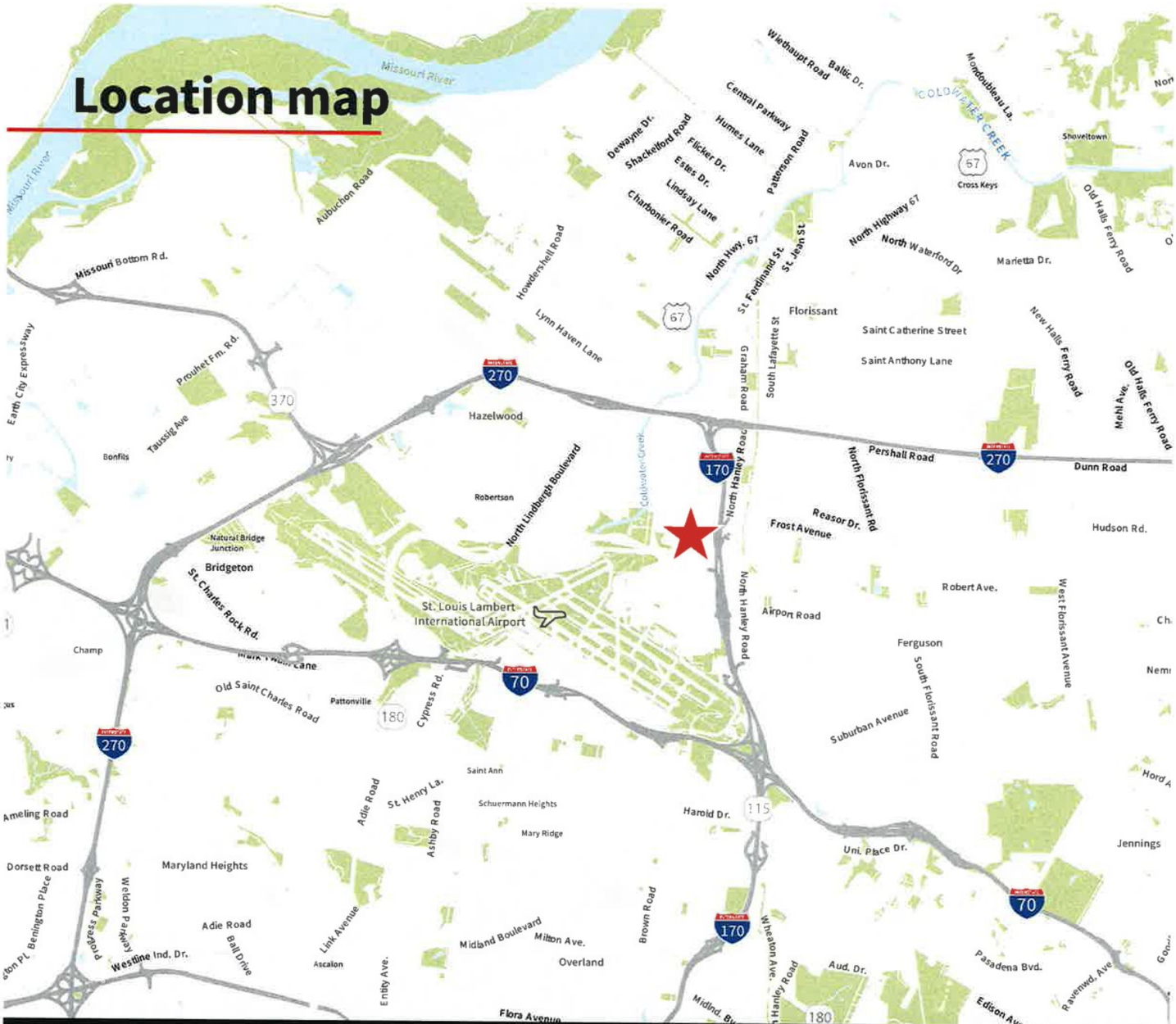
MO 63134

Property highlights

- 4,000 SF office warehouse
- One 12'x14' drive in door
- Two docks one with edge leveler
- One restroom
- 20' clear
- Office BTS
- Outside storage available
- $6.50/SF NNN

Dock 1

Location map



For more information, contact

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LEASE

DEFINITION OF LEASE TERMS

***See attached Lease Provisions pages 1-6, Exhibit A – Premises, Exhibit A-1 Project, Exhibit B - Building Rules and Regulations, Exhibit C – Work Letter Agreement**

LANDLORD: FLT Romiss Court, LLC, a Delaware limited liability company

TENANT: City of Berkley. Missouri

PROJECT: 6553 - 6575 Romiss Court, St. Louis, MO 63134 containing approximately 20,000 square feet (also referred to herein as the **"Building"**)

PREMISES: 6559 Romiss Court, Suite 6559, St. Louis, MO 63134 containing approximately 4,000 rentable square feet.

TERM: Twenty-Four (24) full calendar months

COMMENCEMENT DATE: December 1, 2023

RENT COMMENCEMENT DATE: December 1, 2023

BASE RENT (monthly):		
December 1, 2023 – November 30, 2024	$2,166.67 per month	
December 1, 2024 – November 30, 2025	$2,253.33 per month	**SECURITY DEPOSIT:** $3,863.33

DELIVERY REQUIREMENTS: Landlord shall deliver the Premises to the Tenant upon the Commencement Date, so long as Landlord is receipt of the following: (i) a valid certificate of insurance, pursuant to Section 38 herein, and, (ii) a fully executed Lease Agreement, and, (iii) payment in full of the Security Deposit and first month of Base and Additional Rent pursuant to Section 2 herein.

LANDLORD ADDRESS:
(FOR RENT PAYMENTS):
FLT Romiss Court, LLC
P.O. BOX 1410
SUISUN CITY, CA 94585

LANDLORD ADDRESS:
(FOR PROPERTY MGMT. PURPOSES):
RED TAIL ACQUISITIONS, LLC
2082 MICHELSON BLVD., SUITE 350-15
IRVINE, CA 92612
ATTN: COMMERCIAL LEASE ADMINISTRATION

TENANT NOTICE ADDRESS:
CITY OF BERKLEY
8425 Airport Road
Berkeley, MO 63134
Attn: Nathan Mai-Lombardo, City Manager

LEASE PROVISIONS

THIS LEASE (**"Lease"**) is made by and between LANDLORD and TENANT as of **November 7, 2023**. In consideration of the mutual covenants and agreements herein set forth, and any other consideration, Landlord leases to Tenant and Tenant leases from Landlord the area generally outlined on the floor plan attached hereto as "Exhibit A", hereinafter referred to as the "Premises" which is part of the Building (also referred to herein as the **"Building"** or **"Project"**).

1. **TERM.** The Term of this Lease shall continue, unless sooner terminated as provided hereinafter. In the event the Commencement Date does not fall on the 1st of the month, Tenant shall pay a pro-rated Base Rent and Additional Rent for the partial month, based on the actual number of days in the month. The lease term shall expire without notice upon the Expiration Date.

2. **BASE RENT.** Except as provided for in this Lease, Tenant will pay to Landlord without deduction or setoff, Base Rent for each month of the Lease Term. "Rent" means Base Rent plus all other amounts payable by Tenant under this Lease, including any charges and late fees. Upon signing this Lease, Tenant deposits with Landlord the first (1st) months' Base and Additional Rent of Three Thousand Seven Hundred Seventy-Six Dollars and 67/100 ($3,776.67) plus the sum of Three Thousand Eight Hundred Sixty-Three Dollars and 33/100 ($3,863.33) representing a Security Deposit for Tenant's faithful performance of all the terms, covenants, and conditions of this Lease; **therefore, the total amount due from Tenant upon executing this Lease is Seven Thousand Six Hundred Forty Dollars and 00/100 ($7,640.00).**

The Security Deposit shall be held by Landlord, without interest, as security for Tenant's performance under this Lease, and not as an advance payment of rent or a measure of Landlord's damages. Upon an Event of Default (defined below) or any damage to the Project or Premises caused by Tenant, its employees or invitees, Landlord may, without prejudice to any other remedy, use the Security Deposit to cure such Event of Default or repair any damage. Following any application of the Security Deposit, Tenant shall, on demand, restore the Security Deposit to its original amount. If Tenant is not in default hereunder, any remaining balance of the Security Deposit shall be returned to Tenant upon termination of this Lease. If Landlord transfers its interest in the Premises, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the Security Deposit. Rent is due, and must be received by Landlord, by the first day of every month, at address specified by Landlord. Landlord and its manager will not accept cash payments. Tenant agrees to pay using one of the following payment methods: check, EFT, cashier's check, certified funds, or credit/debit card with some payment methods requiring a service fee.

(a) **ADDITIONAL RENT**. All amounts due under this Lease other than Base Rent shall be referred to herein as **"Additional Rent"** and Base Rent and Additional Rent shall be collectively referred to herein as **"Rent"**. Tenant shall pay their proportionate share of Common Area Costs, hereinafter defined, as Additional Rent. Additional Rent includes the following:

2.1 Common Area Costs For Which Tenant is Directly Responsible. Tenant's pro rate share of any Common Area Costs including all costs and expenses incurred, or estimated to be incurred, by Landlord, for the cost of operating, maintaining, repairing, protecting, and managing the Common Areas and the Project (the "**Common Area Cost**"), including, by way of example and without limitation, costs or expenses relating to: parking areas including milling, re-surfacing, cold patching, crack filling, seal coating, re-striping, and the like; sidewalks including sidewalk repairs or replacements; Project utilities and the maintenance and repair of related utility systems, storm water, sewage drainage and sanitary control; supplies and materials; wages and salaries; trash removal if performed by Landlord; pushing or removal of snow and ice; third party management fees; landscaping, irrigation systems, retaining walls, fire life safety items, security patrol where applicable, sweeping, groundskeeping, common area mailroom where applicable, common area loading docks where applicable; monument and directional signage, street signs; roof repairs and maintenance; structural expenses related to the Project; exterior painting of any kind; controlling or eliminating puddling or flooding; gutters and downspouts, labor, maintenance reserves, parking lot or building lighting or electrical work, amortization of capital expenses, rental paid for maintenance machinery and equipment, management fees, and property manager mileage and travel expenses. Landlord reserves the right to modify, reduce, relocate, or otherwise change any and all common areas within the Project, including any and all parking areas, and Tenant hereby consents thereto. The Common Area Cost shall also include (i) depreciation and maintenance of equipment acquired for use in maintenance of the Common Areas and (ii) such annual reserves (not to exceed five percent (5%) of the total Common Area Cost for such year) as Landlord deems reasonable for the maintenance, and repair of capital improvements, including without limitation the restoration of the roofs of the Building (s) and the paving of the Project.

2.2 Tenant's pro rata share of any real estate taxes and any other assessments of any nature (1) which shall or may be assessed, against Landlord's Land, the Building (s), and/or the Project; (2) which arise in connection with the use, occupancy, or ownership of the Project (collectively the **"Tax Cost"**). For purposes of this paragraph, Tenant's pro rata share of Tax Cost shall be determined as the ratio which the total gross leasable area in Tenant's Premises bears (as a percentage) to the total gross leasable area of the Project.

2.3 Tenant's pro rata share of all premiums for liability, fire and extended coverage or all risk, business interruption, and loss of rents, earthquake, flood and any similar or other insurance policy which may be carried by Landlord (with the nature and extent of such insurance to be carried by Landlord to be determined in its sole and absolute discretion) insuring all or any portion of or interest in or relating to the Project (the "**Insurance Cost**").

2.4 A pro rata share of all utility services (including but not limited to electricity, water, natural gas and in-suite janitorial service) not measured by a separate meter or submeter for the Premises and provided to Tenant and other tenants of the Project plus a reasonable administration fee (the **"Utility Cost"**). For purposes of this paragraph, Tenant's pro rata share of the Utility Cost shall be determined on the basis of the total gross leasable

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area in the Premises as a percentage of the total gross leasable area which is leased to all tenants in the Project provided such services or such other method as Landlord may reasonably determine. Tenant shall pay its share of such cost within tent (10) days after demand.

2.5 At Landlord's election, Tenants Proportionate Share of the Common Area Cost, Tax Cost, Insurance Cost and Utility Cost, shall be estimated by Landlord prior to or during each Calendar Year. Such estimates shall be paid by Tenant in advance, on the first day of each and every calendar month throughout such Calendar Year. Within a reasonable period following expiration of each Calendar Year, Landlord shall calculate the exact amount of Tenant's Proportionate Share of the Costs and Landlord shall notify Tenant of the same. Any deficiencies in the payments made by Tenant shall be paid by Tenant to Landlord within ten (10) days of receipt of Landlord's demand thereof. Any surplus paid by Tenant during the preceding Calendar Year shall be applied against the next monthly installments of the Costs due from Tenant. Any delay or failure of Landlord in delivering any estimate or statement described in this Section or in computing or billing Tenant's Proportionate Share of Costs shall not constitute a waiver of Landlord's right to require an increase in rent as provided herein or in any way impair the continuing obligations of Tenant under this Lease.

2.6 Tenant shall pay, when due and before any delinquency, (to the assessing authority, if directly assessed against Tenant, or to Landlord, if assessed against Landlord or the Project within ten (10) days of Landlord's demand (i) all taxes and assessments levied against any personal property or trade fixtures of Tenant in or about the Premises; (ii) any sales, use excise tax or other tax imposed, assessed or levied in connection with Tenant's payment of rent hereunder.

(b) Tenant's Proportionate Share of the Project is 20.00%, which is the rentable area of the Premises divided by the Project size (4,000 SQ FT / 20,000 SQ FT). 2023 estimated Additional Rent is $4.83 per square foot ($1,610.00 per month). The Project square footage may be adjusted at any time due to a re-measure or demising space without notice, with Tenant's Proportionate Share adjusted accordingly.

3. **REPAIRS & MAINTENANCE**. (a) Tenant's Repairs. Tenant shall, subject to Landlord's obligations hereinafter provided, at all times during the Lease Term, and at Tenant's sole cost and expense, keep, maintain and repair the Premises, Tenant's portion of the building containing the Premises, and other improvements within the Premises in good and sanitary order, condition, and repair (except as hereinafter provided) including without limitation, the maintenance and repair of the interior of the Premises, including, any store front, doors, door frames, door locks, all glass, windows, window casements, glazing, interior pest control, plumbing, plumbing fixtures and equipment, pipes, lighting, outlets, electrical wiring, and conduits. Tenant shall also be responsible, to have and maintain, at least one operational fire extinguisher inside of the Premises at all times. Tenant shall also, at its sole cost and expense, be responsible for any alterations or improvements to the Premises necessitated as a result of the requirement of any municipal, state, or federal authority arising out of Tenant's use of the Premises. Tenant hereby waives all right to make repairs at the expense of Landlord, and Tenant hereby waives all rights provided for by the Civil Code of the State of Missouri to make said repairs.

(a) Landlord's Repairs. Landlord shall, subject to Tenant's reimbursement as herein provided, maintain in good repair (including replacements thereof, when necessary) the exterior walls, common area HVAC system where applicable, and roof of the building containing the Premises. Tenant agrees that it will not, nor will it authorize any person to, go onto the roof of the building of which the Premises are a part without the prior written consent of Landlord. Said consent will be given only upon Landlord's satisfaction that any repairs necessitated as a result of Tenant's action will be made by Tenant at Tenant's expense and will be made in such a manner so as not to invalidate any guarantee relating to said roof. Landlord shall not be required to make any repairs to the exterior walls, roof and sidewalks unless and until Tenant has notified Landlord in writing of the need for such repairs and Landlord shall have had a reasonable period of time thereafter to commence and complete said repairs. Within thirty (30) days following presentation of written invoice, Tenant shall reimburse Landlord for its pro rata share of the cost of such repairs, replacements and maintenance of the building containing the Premises according to the gross floor area of the Premises as it relates to the total gross leasable floor area of such building occupied as of the date of such repair or maintenance. Tenant's reimbursement shall include a supervision fee to Landlord equal to fifteen percent (15%) of the maintenance, repair and replacement costs incurred by Landlord.

3.1 Interruption of Use. Tenant agrees that Landlord shall not be liable for damages, by abatement of Rent or otherwise, for Tenant's failure to obtain, or for any failure to furnish or delay in furnishing, any service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is occasioned, in whole or in part, by repairs, replacements, or improvements, by any strike, lockout or other labor trouble, by governmental action, by epidemic, pandemic or disease, by inability to secure electricity, gas, water, or other fuel at the Building after reasonable effort to do so, by any accident or casualty whatsoever, by act or default of Tenant or other parties, or by any other cause; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to Tenant's failure to obtain, or for any failure to furnish any of the services or utilities as set forth in this Paragraph 3.

4. **IMPROVEMENTS.** Landlord leases to Tenant the space and improvements described in "Exhibit A" attached hereto, hereinafter referred to as the "Premises". All other improvements to the Premises shall be installed at Tenant's expense only in accordance with plans and specifications and by contractors approved, in writing, by Landlord.

5. **RELOCATION**. Landlord shall have the right to require Tenant to relocate and rebuild Tenant's operation, all at Landlord's reasonable expense and to a condition substantially similar to that found in the Premises following the completion of Tenant's approved alterations to other premises (the **"New Premises"**) in another part of the Project or Building. The New Premises shall be subject to the same terms, conditions, and covenants as the Premises, except that if the square footage of the New Premises differs from the square footage of the Premises, then the Base Rent and Additional Rent shall be proportionately adjusted. Upon the occurrence of any relocation pursuant to this Section, the parties hereto shall promptly execute an amendment to this Lease reflecting such relocation of Tenant, and if applicable, any adjustment to the Base and Additional Rents.

6. **USE OF PREMISES.** (a) Tenant's Use. Tenant will use the Premises for office and light industrial purposes only. Tenant shall not: permit more than five (5) persons per 1,000 square feet to occupy the premises at any time; use or occupy the Building for any purpose which is unlawful or dangerous; permit the maintenance of any nuisance, disturb the quiet enjoyment for all of the Building, emit offensive odors or conditions into other portions of the Building; sell, purchase, or give away, or permit the sale, purchase or gift of food in the Building, or use any apparatus which might create undue noise or vibrations. Tenant shall not permit anything to be done which would increase any insurance rates on the Building or its contents, and if there is any increase, then Tenant agrees to pay such increase promptly upon demand therefor by Landlord; however, any such payment shall not waive Tenant's duty to comply with this Lease. Landlord and any agent thereof does not represent or warrant that the Premises or Building conforms to applicable restrictions, ordinances, requirements, or other matters that may relate to Tenant's intended use, or with respect to the presence on, in or near the Premises or Building of hazardous substances, biological matter (including, but not limited to, mold, mildew and fungi) or materials which are categorized as hazardous or toxic. Tenant accepts the Premises "as is." *Landlord does not make any representations as to the suitability, condition, layout, footage, expenses or operation of the Premises, except as specifically set forth herein, and Tenant expressly acknowledges that no such representations have been made. Landlord makes no other warranties, express or implied, or merchantability, marketability, or fitness, and any implied warranties are hereby expressly disclaimed.* Tenant must satisfy itself that the Premises may be used as Tenant intends by independently investigating all matters related to its intended use.

7. **TENANT'S OBLIGATIONS**. Tenant will not damage the Building and will pay the cost of repairing any damage done to the Building by Tenant or Tenant's agents, employees, or invitees. Tenant shall take good care of the Premises and keep them free of waste and nuisance. Tenant must immediately notify Landlord in writing of any water leaks, mold, electrical problems, malfunctioning lights, broken or missing locks, or any other condition that might pose a hazard to property, health, or safety. Tenant is required to provide trash removal as needed at Tenant's sole cost and expense, and with enough frequency that trash, debris, litter, and pallets do not accumulate outside of the Premises or Building. Tenant shall be required to police the area around their Premises and maintain a clean environment, where it pertains to litter specifically due to Tenant's activities. Tenant is not permitted to use any of the existing dumpsters onsite, as they are associated with other Tenants at the Project. Trash containers must be placed inside the tenant suite on non-trash pickup days. Tenant will keep the Premises and all fixtures in good condition and repair. If Tenant fails to make necessary repairs within fifteen (15) days after notice from Landlord, Landlord may, at its option, make such repairs and Tenant shall, upon demand, pay Landlord the cost thereof. At the end of the Term, Tenant shall deliver to Landlord the Premises and all improvements in good repair and condition, and all keys to the Premises in Tenant's possession. Tenant will not make or allow to be made any alterations or physical additions in or to the Premises without prior written consent of Landlord. At the end of the Term, Tenant shall, if Landlord requires, remove all alterations, physical additions or improvements as directed by Landlord and restore the Premises to substantially the same condition as on the Commencement Date. All of Tenant's fixtures, and any personal property not removed from the Premises at the end of the Term, shall be presumed to have been abandoned by Tenant and shall become the property of the Landlord.

8. **INDEMNITY**. Except to the extent of its own gross negligence or willful misconduct, Landlord shall not be liable for, and Tenant will defend, indemnify and hold harmless, Landlord from all fines, suits, claims, demands, losses, and actions, including attorney's fees, for any injury to persons or damage to or loss of property on or about the Premises or in or about the Building caused by the Tenant, its employees, invitees, licensees, or by another person entering the Premises or the Building under express or implied invitation of the Tenant, or arising out of Tenant's use of Premises. This waiver and indemnity obligation shall survive the termination or expiration of the Lease.

Tenant Initials

9. **SUBORDINATION/ESTOPPEL CERTIFICATES.** Tenant accepts this Lease, and the tenancy created hereunder, subject and subordinate to any underlying leases, mortgages, deed of trust, leasehold mortgages, or other security interests now or hereafter a lien upon or affecting the Premises or any part thereof. Tenant shall, at any time hereafter, on request, execute any instruments that may be required by any mortgage, mortgagee, deed of trust, trustee, or underlying owner or Landlord hereunder to subordinate Tenant's interest hereunder to the lien of any such mortgages, deed or deeds of trust or underlying lease. Tenant agrees at any time and from time to time upon five (5) business days prior notice by Landlord to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which Rent and other charges have been paid in advance, if any, and stating whether or not Landlord is in default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge, and such other matters as Landlord may request, it being intended that any such statement hereunder may be relied upon by any third party not a party to this Lease. This Lease is subject and subordinate to all present and future ground or underlying leases of the Project and the Building and to the lien of any mortgages or trust deeds, now or hereafter in force against the Project and the Building, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages or trust deeds, or the lessors under such ground lease or underlying leases, require in writing that this Lease be superior thereto. The failure of Tenant to execute any such instruments, leases or documents shall constitute a Default hereunder.

10. **ASSIGNMENT; SUBLEASING.** Tenant shall not assign this Lease by operation of law or otherwise (including without limitation by transfer of stock, merger, or dissolution), mortgage or pledge the same, or sublet the Premises or any part thereof, without prior written consent of Landlord, which Landlord may grant or deny in its sole discretion. Landlord's consent to an assignment or subletting shall not release Tenant from any obligation hereunder, and Landlord's consent shall be required for any subsequent assignment or subletting. If Tenant desires to assign or sublet the Premises, it shall so notify Landlord at least sixty (60) days in advance, and, shall provide Landlord with a copy of the proposed assignment or sublease and any additional information requested to allow Landlord to make informed judgments as to the proposed transferee. After receipt of notice, Landlord may elect to: (i) Cancel the Lease as to the Premises or portion thereof proposed to be assigned or sublet; or (ii) Consent to the proposed assignment or sublease; and if the Rent and other consideration payable in respect thereof exceeds the Rent payable hereunder, Tenant shall pay to Landlord such excess within ten (10) days following receipt thereof by Tenant: or (iii) Withhold its consent, which shall be deemed to be elected unless Landlord gives Tenant written notice otherwise. Prior to Landlord reviewing any potential transfer of the Lease requested by Tenant, Tenant will pay a non-refundable One Thousand Dollars ($1,000.00) to Landlord for its review the proposed transferee. In the event Tenant subleases a portion of the Premises with Landlord's prior written approval, Tenant shall be required to pay Landlord and additional Base Rent known as Excess Sublease Rent. In determining the amount of Excess Sublease Rent with respect to a sublease for less than all of the Premises, the amount of the monthly installment of Base Rent to be deducted shall be determined by multiplying the then applicable square foot rate of the monthly installment of Base Rent by the area of the portion of the Premises which has been sublet.

11. **EMINENT DOMAIN.** If the Premises are taken or condemned in whole or in part for public purposes or are sold under threat of condemnation, Landlord may terminate this Lease. Landlord shall be entitled to receive the entire award of any condemnation or the proceeds of any sale in lieu thereof.

12. **ACCESS**. Landlord and its agents may, at any time, enter the Premises to: inspect, supply janitorial or other services; show the Premises to prospective lenders, investors, purchasers or tenants; alter, improve, or repair the Premises or the Building (including erecting scaffolding and other necessary structures where reasonably required by the character of the work to be performed, provided the business of Tenant shall be interfered with as little as is reasonably practicable). Tenant waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by Landlord's entry into the Premises in accordance with this Section 12. Landlord shall at all times have a key to the Premises. Landlord may use any means which it deems proper to open any door in an emergency without liability therefor. Landlord reserves the right to prevent access to or close the Building as determined by Landlord for the protection of the Building, its tenants, and visitors.

13. **CASUALTY.** (a) If the Premises shall be damaged by fire or other casualty insurable under fire and usual extended risk insurance endorsement coverage, Landlord may elect to either (i) repair the Premises within two hundred ten (210) days after the date of such damage, or (ii) terminate the Lease as provided herein. If the Premises are not repaired and restored by Landlord, Tenant's sole right shall be to terminate this Lease and Landlord shall not be liable to Tenant in any manner whatsoever. Landlord shall not be required to rebuild, repair, or replace any part of the furniture, equipment, fixtures, and other improvements which may have been placed by Tenant in the Premises. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or the Premises shall be for the sole benefit of the party carrying such insurance. In the event of fire or other casualty to the Premises, Landlord may, in its sole discretion, elect to terminate this Lease upon providing Tenant thirty (30) days' notice of such termination. Subsequent to the termination date, neither party shall have any further obligations under the Lease for events occurring after the termination date. Tenant's obligations that existed prior to the termination date shall not be waived by Landlord's termination of this Lease.

(b) During any period of repair, the Base Rent shall abate in the proportion that the number of square feet of which Tenant is deprived by virtue of said damage bears to the number of square feet of the Premises.

(c) If the Building within which the Premises are located is substantially destroyed or damaged by any casualty, even though the Premises are or are not damaged, and Landlord elects not to restore the same, Landlord shall have the right to terminate this Lease, upon providing Tenant thirty (30) days' notice of such termination, without liability, except to refund to Tenant any unearned rent. Subsequent to the termination date, neither party shall have any further obligations under the Lease for events occurring after the termination date. Tenant's obligations that existed prior to the termination date shall not be waived by Landlord's termination of this Lease.

(d) Tenant shall pay Landlord for any amount paid by Landlord to repair any damage related to fire or other casualty caused by Tenant or Tenant's employees, contractors, agents, invitees, or other persons or entities acting on Tenant's behalf. Tenant's obligations under this provision shall include, but shall not be limited to, any deductible paid by Landlord under Landlord's insurance coverage on the Premises or Building. This Section shall survive the expiration or termination of the Lease.

14. **WAIVER OF SUBROGATION.** Tenant waives every claim that arises or may arise in its favor against the Landlord or any other tenant of the Building during the Term, for any injury to or death of any person or any loss of or damage to any of Tenant's property located within or upon or constituting a part of the Premises, to the extent such injury, death, loss or damage is or could be covered by any insurance policies, whether or not such loss or damage is recoverable thereunder. This waiver shall be in addition to, and not in limitation of, any other waiver or release contained in this Lease. Tenant shall give to each insurance company, which has issued to it any insurance policy covering the Premises or Tenant's operations, written notice of this waiver and have its insurance policies endorsed, if necessary, to prevent their invalidation by reason of this waiver. This waiver obligation shall survive the termination or expiration of the Lease.

15. **HOLDING OVER.** If Tenant fails to vacate at the end of the Term or termination of lease by Landlord, then Tenant shall be a tenant at sufferance and subject to all terms and conditions of the Lease, and, in addition to all other damages and remedies to which Landlord may be entitled, Tenant shall pay, in addition to the other Rent, a daily Base Rent, payable in full in advance each month, equal to the greater of: (a) twice the Base Rent payable during the last month of the Term, or (b) the prevailing rental rate in the Building for similar space. This section shall survive the expiration or termination of the lease.

16. **TAXES ON TENANT'S PROPERTY.** Tenant shall be liable for all taxes levied or assessed against personal property or fixtures placed by Tenant in the Premises. If any such taxes are assessed against Landlord or Landlord's property, Landlord may pay the same, and Tenant shall upon demand, reimburse Landlord therefor. Any claim arising against Tenant by Landlord under this provision shall be assessed interest at fifteen percent (15%) per year until satisfied.

17. **LANDLORDS LIEN.** In addition to any statutory Landlord's lien, Tenant grants to Landlord a security interest to secure payment of all Rent and performance of all of Tenant's other obligations hereunder, in all equipment, furniture, fixtures, improvements and other personal property located in or on the Premises, and all proceeds therefrom. Such property shall not be removed from the Premises without Landlord's written consent until all Rent due and all Tenant's other obligations have been performed. In addition to any other remedies, upon an Event of Default, Landlord may exercise the rights afforded a secured party under the Uniform Commercial Code Secured Transactions for the state in which the Building is located. Tenant grants to Landlord a power of attorney to execute and file financing statements and continuation statements necessary to perfect Landlord's security interest, which power is coupled with an interest and shall be irrevocable during the Term. Any property left in the Premises at the time of a default, or termination of the Lease for whatever reason, shall be deemed abandoned, and after thirty (30) days from default or termination, the Landlord and its representative may dispose of it by any means they deem appropriate without notice to Tenant.

18. **MECHANIC'S LIENS.** Tenant shall not permit any mechanic's or other liens to be filed against the Premises or the Building for any work performed, materials furnished, or obligation incurred by or at the request of Tenant. Tenant shall, within ten (10) days following the imposition of any such lien, cause it to be released of record by payment or posting of a proper bond, failing which Landlord may cause it to be released, and Tenant shall immediately reimburse Landlord for all costs incurred in connection therewith. The Tenant's obligations under this section shall survive any termination of

Tenant Initials

or default under the Lease.

19. **EVENTS OF DEFAULT**. Any of the following shall constitute an event of default (**"Event of Default"**) hereunder:

(a) Any failure by Tenant to pay the Rent when due. Landlord shall not be required to provide Tenant with notice of failure to pay Rent.

(b) Any failure by Tenant to observe and perform any provision of this Lease, other than the payment of Rent, that continues for five (5) days after notice to Tenant; however, an Event of Default shall occur hereunder without any obligation of Landlord to give any notice if Landlord has given Tenant notice under this Section 19. (b) on at least one occasion during the twelve (12) month interval preceding such failure by Tenant.

(c) Tenant or any guarantor of Tenant's obligations hereunder: (1) being unable to meet its obligations as they become due, or being declared insolvent according to any law, (2) having its property assigned for the benefit of its creditors, (3) having a receiver or trustee appointed for itself or its property, (4) having its interest under this Lease levied on under legal process, (5) having any petition filed or other action taken to reorganize or modify its debts or obligations, or (6) having any petition filed or other action taken to reorganize or modify its capital structure if either Tenant or such guarantor is a corporation or other entity.

(d) The vacation or abandonment of the Premises by Tenant (which shall be conclusively presumed if Tenant is absent from the Premises for ten (10) consecutive days and is late thirty (30) days or more on any payment due Landlord).

20. **REMEDIES.** Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any of the following actions:

(a) Terminate this Lease by written notice to Tenant, in which event Tenant shall immediately surrender the Premises. If Tenant fails to surrender the Premises, Landlord may, without prejudice to any other remedy, enter and take possession of the Premises or any part thereof in accordance with applicable law or the terms of this lease without being liable for prosecution or any claim for damages. If this Lease is terminated hereunder, Tenant shall pay to Landlord:

(1) all Rent accrued through the date of termination,

(2) all amounts due under Section 21, and

(3) an amount equal to: (A) the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at a per annum rate equal to the interest rate on one-year Treasury bills as published on the nearest the date this lease is terminated by the Wall Street Journal, Southwest Edition, minus (B) the then present fair rental value of the Premises for such period, similarly discounted.

(b) Terminate Tenant's right to possession of the Premises without terminating this Lease by written notice to Tenant, in which event Tenant shall immediately surrender the Premises. If Tenant fails to surrender the Premises, Landlord may, without prejudice to any other remedy, enter upon and take possession of the Premises in accordance with applicable law or the terms of this lease without being liable for prosecution or any claim for damages. If Tenant's right to possession of the Premises is so terminated, Tenant shall pay to Landlord:

(1) all Rent to the date of termination of possession,

(2) all amounts due from time to time under Section 21, and

(3) all Rent required hereunder to be paid by Tenant during the remainder of the Term, minus any net sums thereafter received by Landlord through reletting the Premises during such period. Landlord shall use reasonable efforts to relet the Premises on such terms and conditions as Landlord, in its sole discretion, may determine (including a term different from the Term, rental concessions, and alterations to, and improvement of, the Premises); however, Landlord shall not be obligated to relet the Premises before leasing other portions of the Building. Landlord shall not be liable for, nor shall Tenant's obligations be diminished because of, Landlord's failure to relet the Premises or to collect rent due for such reletting. Tenant shall not be entitled to any excess obtained by reletting over the Rent due hereunder. Reentry by Landlord shall not affect Tenant's obligations for the unexpired Term; rather, Landlord may, from time to time, bring action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all actions taken by Landlord to exclude or dispossess Tenant of the Premises shall be deemed to be taken under this Section 20(b). If Landlord elects to proceed under this Section 20(b), it may at any time elect to terminate this Lease under Section 20(a).

(b) Without any prior notice to Tenant, alter locks and other security devices at the Premises so that Tenant will not have access to the Premises.

(c) Enter the Premises without being liable for prosecution or any claim for damages and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in so doing. Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action.

(d) Tenant expressly waives notice as to the disposal of any property in the Premises as of default, lockout, or termination, which has not claimed or redeemed within thirty (30) days.

21. **PAYMENT BY TENANT.** Upon any Event of Default, Tenant shall pay to Landlord all costs incurred by Landlord (including court costs and reasonable attorneys' fees) in (a) obtaining possession of the Premises, (b) removing and storing Tenant's or any other occupants' property, (c) repairing, restoring, altering, remodeling or otherwise putting the Premises into condition acceptable to a new tenant, (d) if Tenant is dispossessed of the Premises and this Lease is not terminated, reletting all or any part of the Premises (including brokerage commissions, costs of tenant finish work, and all other costs incidental to such reletting), (e) performing Tenant's obligations which Tenant failed to perform, and (f) enforcing, or advising Landlord of its rights, remedies, and recourses arising out of the Event of Default. After any default in payment by Tenant (i.e. late payment, a returned check or reversed credit card charge), the Landlord may require that Tenant make future payments by certified check, cashier's check, or money order, for so long as the Landlord may reasonably require.

22. **LANDLORD'S LIABILITY.** The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to Tenant's actual direct, but not consequential, damages therefor and shall be recoverable from the interest of Landlord in the Building, and Landlord shall not be personally liable for any deficiency. Landlord's reservation of rights under this Lease, such as to enter upon or maintain the Premises, shall not be deemed to create any duty on the part of Landlord to exercise any such right. Landlord expressly advises Tenant that Landlord's intention is that Tenant shall have full responsibility for, and shall assume all risk to, persons and property while in, on or about the Premises.

23. **SURRENDER OF PREMISES.** No act of Landlord or its agents during the Term shall be deemed as acceptance of surrender of the Premises. No agreement to accept surrender of the Premises shall be valid unless the same is in writing and signed or agreed to in writing by the Landlord. At the expiration or earlier termination of the Lease, Tenant shall surrender the Premises in the same condition as the Premises were in upon delivery thereof to Tenant, reasonable wear and tear excepted, and Tenant shall surrender all keys for the Premises to Landlord, in a manner as directed by the Landlord. Prior to the expiration or upon earlier termination of this Lease, Tenant shall remove any and all trade fixtures, equipment, leasehold improvements, and other unattached items which Tenant may have installed, stored, or left in the Premises or elsewhere in the Project, and Tenant shall not, unless directed otherwise by Landlord, remove any plumbing or electrical fixtures or equipment, floor coverings including carpeting, walls, or ceilings, all of which shall be deemed to constitute a part of the Premises, nor shall Tenant remove any fixtures or machinery that were furnished or paid for by Landlord. The Premises shall be left in a broom clean condition, with the walls and ceiling free of any holes and all systems, shall be in good working condition. If Tenant shall fail to remove Tenant's trade fixtures or other property as provided herein, such fixtures and other property shall be deemed abandoned by Tenant and at Landlord's option, shall become the property of Landlord, or may be removed by Landlord at Tenant's expense, or placed in storage at Tenant's expense, or sold or otherwise disposed of, in which event the proceeds of such sale shall belong to Landlord. The aforesaid shall not be construed as reliving Tenant from Tenant's obligation to restore the Premises as set forth in the Lease and not withstanding Landlord's sale or other disposition of any such fixtures or other property, Tenant shall remain liable for all costs of such removal and restorations to the Premises.

24. **ATTORNEYS FEES.** If Landlord employs an attorney to interpret, enforce or defend any of its rights or remedies hereunder, Tenant shall pay Landlord's reasonable attorney's fees incurred in such dispute, if Landlord is determined to be the prevailing party.

25. **FORCE MAJEURE.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, epidemic, pandemic, disease, quarantine, or any other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease (collectively, the "**Force Majeure**"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

26. **GOVERNMENTAL REGULATIONS.** Tenant will comply with all laws, ordinances, orders, rules and regulations of all governmental agencies having jurisdiction over the Premises with reference to the use, construction, condition or occupancy of the Premises. Tenant agrees that any cabling

Tenant Initials

installed by or for its use during its occupancy shall meet the requirements of all applicable national and local fire and safety codes.

27. **APPLICABLE LAW.** This Lease shall be governed by and construed pursuant to the laws of the state in which the Building is located.

28. **SUCCESSORS AND ASSIGNS.** Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

29. **SEVERABILITY.** If any provision of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

30. **NAME.** Tenant shall not, without the written consent of Landlord, use the name of the Building for any purpose other than as the address of the business to be conducted by Tenant in the Premises, and in no event shall Tenant acquire any rights in or to such names.

31. **NOTICES.** Any notice or document required to be delivered hereunder shall be deemed to be delivered whether or not actually received, when deposited in the United States mail, postage prepaid, certified or registered mail, addressed to the parties hereto at their respective addresses set forth above, or when sent by facsimile transmission to the respective numbers set forth above, or delivered to Tenant's place of business in the Building, and when sent or delivered by Landlord or his representative, including its Management company for the Building.

32. **DEFINED TERMS AND MARGINAL HEADINGS.** The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. If more than one person is named as Tenant, the obligations of such persons are joint and several. The headings and titles to the sections of this Lease are not part of this Lease and shall have no effect upon the construction or interpretation of any part thereof. Captions contained herein are for the convenience of reference only and in no way limit or enlarge the terms or conditions of this Lease.

33. **AUTHORITY.** If Tenant executes this Lease as a corporation or other entity, each of the persons executing this Lease on behalf of Tenant personally covenants and warrants that Tenant is duly authorized and validly existing, that Tenant is qualified to do business in the state in which the Building is located, that Tenant has full right and authority to enter into this Lease, and that each person signing on behalf of Tenant is authorized to do so.

34. **LIQUIDATED DAMAGES.** If the Premises are not ready for occupancy by the Commencement Date, unless delayed by Tenant for any reason, the Base Rent shall not commence until the Premises are ready for occupancy by Tenant. Such allowance for Base Rent shall be in full settlement for any claim which Tenant might otherwise have by reason of the Premises not being ready for occupancy.

35. **INTEGRATED AGREEMENT.** This Lease and the Exhibits attached hereto constitute the sole and exclusive agreement between the parties with respect to the Premises and this Lease supersedes all prior discussions and negotiations regarding the items contained in the Lease. No oral representations, amendments, modifications, or supplements of this Lease shall be effective unless in writing and executed by both Landlord and Tenant. All Exhibits and schedules, if any, attached hereto are by this reference and made a part hereof. This Lease shall become effective only upon mutual execution and delivery. A lease which is not fully executed and delivered cannot be enforced in any manner and cannot give rise to any rights or remedies. If more than one (1) party executed this Lease as "Tenant", the liability of all such signatories shall be joint and several. Neither this Lease, nor any memorandum, assignment, or memorandum of assignment thereof shall be recorded in any public records without Landlord's prior written consent.

36. **LATE FEE.** If Rent is not received by Landlord on or before the eighth (8th) day of any month, Tenant shall be assessed a late fee equal to six percent (6%) of the cumulative amount of Rent due, including Base Rent and all other amounts payable by Tenant under this Lease, including any charges and previously assessed late fees. Failure by Tenant to make immediate payment of the delinquent Rent plus the late fee shall constitute an Event of Default. This provision, expressly, does not relieve the Tenant's obligation to pay Rent on the first of each month and is not a waiver by the Landlord to require payment on the **first** day of each month.

37. **INTEREST ON SUMS EXPENDED BY LANDLORD.** All sums paid and all expenses incurred by Landlord in performing Tenant's duties hereunder or curing Events of Default shall accrue interest at the rate of fifteen percent (15%) per annum from the date of payment of such amount by Landlord. In no event, however, shall the charges permitted under this Section 37 or elsewhere in this Lease, to the extent the same are considered to be interest under applicable law, exceed the maximum lawful rate of interest.

38. **INSURANCE.** Tenant will Indemnify and hold harmless Landlord from and against any loss, theft, damage, or liability relating to any Event of Default or any willful or negligent act on the part of Tenant, its agents, employees, or invitees, or persons permitted on the Premises by Tenant or by Landlord in accordance with Section 12. Tenant agrees to maintain, at Tenant's sole cost and expense, insurance policies covering Tenant's aforesaid indemnity with respect to Tenant's use and occupancy of the Premises, as well as coverage for theft and damage. In addition, Tenant shall carry Property Insurance covering all furniture, trade fixtures, equipment, merchandise, and all other items of Tenant's property on the Premises installed by, for, or at the expense of Tenant. Such insurance shall be written on a "cause of loss" form for the full replacement cost value new without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include a vandalism and malicious mischief endorsement, and sprinkler leakage coverage. Such policies shall be issued in the name of Tenant and Landlord as their interest may appear, or, shall contain an "additional insured" endorsement in favor of Landlord, and with limits of liability of at least ONE MILLION DOLLARS ($1,000,000.00) per occurrence for bodily injury and THREE HUNDRED THOUSAND DOLLARS ($300,000.00) per occurrence for property damage. The certificate holder shall be Landlord, as defined on page 1 of this Lease. Additional Insureds shall be Red Tail Acquisitions, LLC. Duplicate originals of such policies and endorsements shall be delivered to Landlord within thirty (30) days from the execution date hereof. Tenant shall carry and maintain during the entire Lease Term, at Tenant's sole cost and expense, increased amounts of the insurance required to be carried by Tenant pursuant to this Section 38, and such other reasonable types of insurance coverage and in such reasonable amounts covering the Premises and Tenant's operations therein, as may be reasonably requested by Landlord. Notwithstanding the foregoing, access to the Premises will not be granted until a valid COI is submitted to the Landlord. This indemnity and waiver obligation shall survive the termination or expiration of the Lease.

39. **UTILITIES.** Tenant shall be responsible for and pay for all public utility and private service rendered or furnished to the Premises from the Commencement Date through the end of the Term, including but not limited to heat, water, sewer, and electric, together with taxes, levies, metering, and/or billing, or other charges on such utility services. Tenant shall be responsible for any and all utility lines, pipes, or other related utility facilities from the utility meter to, underneath, and within the Premises, and Landlord shall be responsible for the same from the point of connection from the main service provided by the utility provider to the utility meter. For any utility services which exclusively service the Premises and are not passed through as part of the Operating Expenses, Tenant shall have all utility services placed in Tenant's name within ten (10) days after the Commencement Date Landlord shall invoice Tenant for Tenant's share of such utility services from the Commencement Date until the transfer of said utilities to Tenant's name, and Tenant shall pay Landlord the amount of such invoice within fifteen (15) days after Tenant's receipt thereof. Should Tenant fail to have said utility services placed in Tenant's name by said date, Landlord shall invoice Tenant for Tenant's share of such utility services used in the Premises for the period of Tenant's occupancy, plus an administrative fee of twenty percent (20%) of the amount paid by Landlord. In the event any of such services are furnished by Landlord, Tenant shall pay the same immediately upon request by Landlord or its designated representatives. Landlord shall not be liable for the quality of, or interference involving utility services to the Premises.

40. **COUNTERPARTS**. This Lease Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Lease Agreement.

41. **RULES.** Tenant shall abide by attached Building Rules and Regulations, as showcased in Exhibit B herein, which may be reasonably changed or amended, at any time, by Landlord to promote a safe, orderly, and professional Building environment.

42. **CONFIDENTALITY.** Tenant acknowledges and agrees that the terms of the Lease Agreement are confidential and constitute proprietary information of the Landlord. Disclosure of the terms hereof could adversely affect the ability of the Landlord to negotiate other leases with respect to the Project and may impair Landlord's relationship with other Tenants of the Project. Tenant agrees that it and its partners, officers, directors, employees, brokers, and attorneys, if any, shall not disclose the terms and conditions of the Lease Agreement to any other person or entity without the prior written consent of the Landlord, which shall not be unreasonably withheld. It is understood and agreed that damages alone would be an inadequate remedy for the breach of this provision by Tenant, and Landlord shall also have the right to seek specific performance of this provision and to seek injunctive relief to prevent its breach or continued breach. This section shall survive the termination or expiration of the Lease.

43. **REAL ESTATE BROKER.** Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of any dealings with any real estate broker or agent occurring by, through or under the indemnifying party.

Tenant Initials

44. **ELETRONIC SIGNATURE.** This Lease may be executed by a party's signature transmitted by facsimile ("fax") or by electronic mail in portable document format ("pdf") or through an electronic signature/online signature service such as "DocuSign", and copies of this Lease executed and delivered by means of faxed or pdf signatures or by DocuSign or similar service shall have the same force and effect as copies hereof executed and delivered with original signatures.

45. **VEHICLE LICENSE PLATES.** All vehicles in the parking or loading areas, throughout the Project, must contain a valid and unexpired license plate. Landlord reserves the right to tow, without notice and at Tenant's expense, any unlicensed vehicle, or vehicle without a valid license, on the Project.

46. **SIGNS.** Any signs, notices, logos, pictures, names, or advertisements (**"Signage"**) to be installed at the Premises shall be subject to Landlord's prior approval, which approval may be granted, withheld, or conditioned in Landlord's sole and absolute discretion. Any Signage installed at the Premises without Landlord's approval may be removed without notice by Landlord at the sole expense of the Tenant. All signage is subject to approval from the City.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be signed the day and year first above written.

LANDLORD:

FLT Romiss Court, LLC
a Delaware limited liability company

By:_____
Michael B. Earl, Vice President

Date:_____

TENANT:

City of Berkley, Missouri

By: _____

Its: City Manager, Nathan Mai-Lombardo

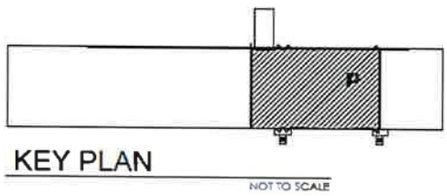
Date: November 7, 2023

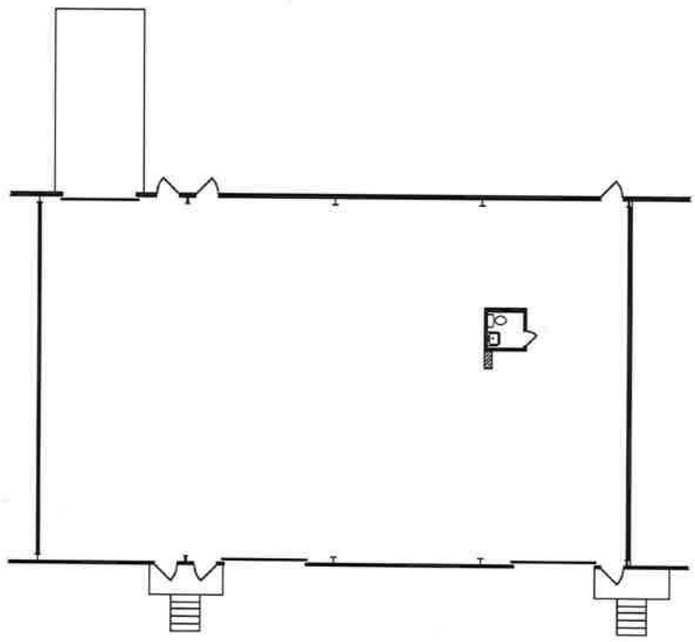
Tenant Initials

EXHIBIT A

PREMISES

6559 Romiss Court, Suite 6559, St. Louis, MO 63134
APPROXIMATELY 4,000 SQUARE FEET
Not to Scale





JONES LANG LASALLE

AVAILABLE 4,048 RSF
6559 ROMISS CT
ST LOUIS, MISSOURI NOT TO SCALE

N

LINEA DESIGN, INC
144 W LOCKWOOD AVE SUITE NUMBER 150
WEBSTER GROVES, MISSOURI 63119 314-721-0044

Tenant Initials

EXHIBIT A-1

Project – Romiss Court

6553 - 6575 Romiss Court, St. Louis, MO 63134

Tenant Initials

EXHIBIT B

BUILDING RULES AND REGULATIONS

1. Tenant shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Landlord reserves the right to refuse access to any persons Landlord in good faith judges to be a threat to the safety, reputation, or property of the Project and its occupants.
3. Tenant shall not make or permit any noise or odors that annoy or interfere with other tenants or persons having business within the Project.
4. Tenant shall not keep animals or birds within the Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Tenant shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Tenant shall not alter any lock or install new or additional locks or bolts without Landlord's consent.
7. Tenant shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Tenant shall not deface the walls, partitions or other surfaces of the Premises or Project.
9. Tenant shall not suffer or permit anything in or around the Premises, Building or Project that causes excessive vibration or floor loading in any part of the Project.
10. Intentionally deleted.
11. Tenant shall not employ any service or contractor for services or work to be performed in the Building or Project, except as approved by Landlord, such approval shall not be unreasonably withheld, conditioned or delayed.
12. Subject to all the terms and conditions of this Lease and except in the case of an Emergency, Tenant shall have access to the Premises twenty four (24) hours per day seven (7) days a week.
13. Tenant shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Tenant without Landlord's consent.
15. Neither Tenant nor its employees or invitees shall go upon the roof of the Building.
16. Tenant shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Landlord or by applicable governmental agencies as non-smoking areas.
17. Tenant shall not use any method of heating or air conditioning other than as provided by Landlord. Tenant agrees to maintain constant heat throughout the Premises between the months of October and April, as to maintain an interior temperature of no less than 60 degrees in the Premises.
18. Tenant shall not install, maintain, or operate any vending machines upon the Premises without Landlord's written consent, which shall not be unreasonably withheld, conditioned, or delayed.
19. The Premises shall not be used for lodging, cooking or food preparation.
20. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency.
21. Landlord reserves the right to waive any one of these rules or regulations, and/or as to any particular tenant, and any such waver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof of such tenant.
22. Tenant assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Landlord reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Project and it occupants in accordance with the terms and conditions of Article 5 of the Lease. Tenant agrees to abide by these and such other Rules and Regulations after notice as required under the Lease.

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles, herein called "Permitted Size Vehicles".
2. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than immediately in front of Tenant's loading docks.
3. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
4. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Landlord will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.
5. Validation, if established, will be permissible only by such method or methods as Landlord and /or its licensee may establish at rates general applicable to visitor parking.
6. The maintenance, washing, waxing or cleaning of vehicles in the parking areas is prohibited.
7. Tenant shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
8. Landlord reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area, provided Landlord provides Tenant with prior notice to the extent Landlord is required to do so under the Lease.
9. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.
10. The parking lot may not be used for any type of storage. Landlord reserves the right to remove any unauthorized items, without notice to Tenant.
11. Tenant shall have the right to use, at no additional cost to Tenant, unreserved and unassigned parking spaces in the Project parking facility. All parking spaces shall be used only for parking of vehicles no larger than full size passenger automobiles, sports utility vehicles or pickup trucks. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities. If Tenant permits or allows any of the prohibited activities described above, then Landlord shall have the right, without notice, in addition to such other rights and remedies that Landlord may have, to remove or tow away the vehicle involved and charge the costs to Tenant. Parking within the Common Areas shall be limited to striped parking stalls, and no parking shall be permitted in any driveways, access ways, or in any area which would prohibit or impede the free flow of traffic within the Common Areas. There shall be no parking of any vehicles for longer than forty-eight (48) hours unless otherwise authorized by Landlord, and vehicles which have been abandoned or parked in violation of the terms hereof may be towed away at the Tenant's expense. Nothing contained in this Amendment shall be deemed to create liability upon Landlord for any damage to motor vehicles of visitors or employees, for any loss of property from within those motor vehicles, or for any injury to Tenant, its visitors or employees, unless ultimately determined to be caused by the sole active negligence or willful misconduct of Landlord. Landlord shall have the right to establish, and from time to time amend, and to enforce against all users all reasonable rules and regulations (including the designation of areas for employee parking) that Landlord shall deem necessary and advisable for the proper and efficient operation and maintenance of parking within the Common Areas.

Tenant Initials

EXHIBIT C

WORK LETTER

Landlord's Work. Landlord shall deliver the Premises to Tenant upon the Commencement Date, pursuant to the Delivery Requirements outlined on Page 1 of this lease, in its presently existing "*as-is*" condition, without warranty of suitability for any particular purpose.

Tenant's Work. Landlord shall not be obligated to construct or install any improvements or facilities of any kind in the Premises and Tenant shall accept the Premises in its currently-existing, "as-is" condition, subject to Landlord's Work language on this Exhibit. Immediately following the full execution and delivery of this Lease by Landlord and Tenant, Tenant shall have the right to construct, at its sole cost and expense (but subject to the following terms of this Tenant Work Letter), alterations and improvements which are permanently affixed to the Premises (the "**Tenant Improvements**"). Prior to commencing any Tenant Improvements, Tenant will provide Landlord with (i) proof of general liability insurance for each contractor and subcontractor in an amount not less than $1,000,000 per occurrence, (ii) detailed construction drawings for Landlord's approval, (iii) a construction permit issued by the City of Berkeley and (iv) the name and qualifications of Tenant's chosen general contractor.

Tenant Initials