

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 _____ day of _____ 2023
2nd Reading this _____ day of _____ 2023
3rd Reading, PASSED and APPROVED, this _____ day of _____ 2023

Babatunde Deinbo, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved as to Form:
Donnell Smith, City Attorney

Final Roll Call:			
Councilwoman Verges	Aye	Nay	Absent
Councilwoman Williams	Aye	Nay	Absent
Councilman Hoskins	Aye	Nay	Absent
Councilwoman Anthony	Aye	Nay	Absent
Councilman Hindeleh	Aye	Nay	Absent
Councilwoman-at-Large Crawford-Graham	Aye	Nay	Absent
Mayor Deinbo	Aye	Nay	Absent



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



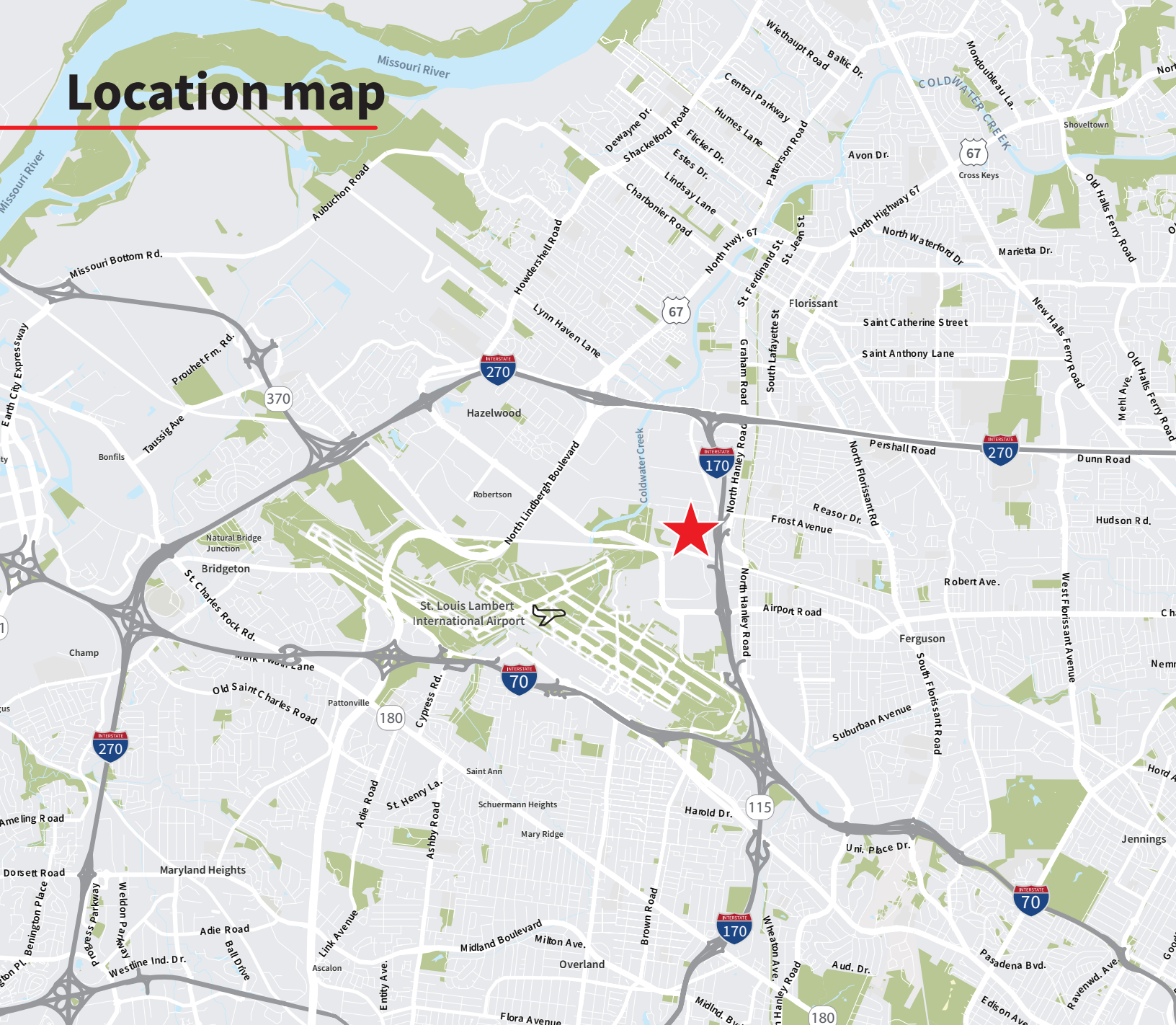
Outside storage available



\$6.50/SF NNN



Location map



For more information, contact

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LEASE

DEFINITION OF LEASE TERMS

*See attached Lease Provisions pages 1-3, Exhibit A – Premises, Exhibit B - Building Rules and Regulations & Exhibit C – Work Letter Agreement

LANDLORD:

TENANT:

PROJECT:

PREMISES: Unit _____ containing approximately _____ square feet

TERM: _____ (____) months, expiring

COMMENCEMENT DATE:

BASIC RENT (monthly):

SECURITY DEPOSIT:

LANDLORD ADDRESS:
(FOR RENT PAYMENTS):

P.O. BOX 1410
SUISUN CITY, CA 94585

TENANT ADDRESS:

(FOR PROPERTY MGMT. PURPOSES):
RED TAIL ACQUISITIONS, LLC
2082 MICHELSON BLVD., SUITE 302
IRVINE, CA 92612
ATT: COMMERCIAL PROP. MGR.

LEASE PROVISIONS

THIS LEASE ("Lease") is made by and between LANDLORD and TENANT. 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 (hereinafter referred to as the "Building").

1. **TERM.** The Term of this Lease shall continue, unless sooner terminated as provided hereinafter.
2. **BASIC RENT AND SECURITY DEPOSIT.** Except as provided for in this Lease, Tenant will pay to Landlord without deduction or setoff, Basic Rent for each month of the Lease Term. "Rent" means Basic Rent plus all other amounts payable by Tenant under this Lease, including any charges and late fees. 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 Building 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 by check, EFT, cashier's check, or certified funds. **The Base Rent for the first full month of the Lease Term shall be paid at the time of Tenant's execution of this Lease.**

(a) **ADDITIONAL RENT.** All amounts due under this Lease other than Base Rent shall be referred to herein as "**Additional Rent**" and Basic Rent and Additional Rent shall be collectively referred to herein as "**Rent**". Additional Rent includes the following:

2.1 **Taxes & Other Charges For Which Tenant is Directly Responsible.** Tenant's Proportionate Share of the cost of operating, maintaining, repairing and managing the Common Areas and the Project (the "**Common Area Cost**"), including, without limitation, the cost of the following; slurry seal and striping of parking lot; painting; ice, and snow removal; maintenance and repair of sidewalks, curbs, streets, parking lots, roof, driveways, public restrooms, water features, decorations, and associated equipment, and other Common Area improvements; repair and replacement of sprinkler systems; maintenance and repair of any light fixtures serving the Common Areas; maintenance and repair of monument signage; permits, licenses and inspection fees relative to the Common Areas; landscaping repair and replacement of power, telephone, electrical and other utility systems and sewers which serve the Common Areas; charges for utility services furnished to the Common Areas; operation, maintenance and repair of any music equipment and tools; and contracts for services or supplies to be provided in connection with maintenance, management, operation and repair of such Common Areas; third party management fees; and any other cost of operation of the improvements on the Common Areas. 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 prorata share of all utility services (including but not limited to electricity, water and telephone) not measured by a separate meter or submeter for the Premises and provided to Tenant and other tenants of the Project (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 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 ten (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 / Pro-rata Share is _____ % rentable are of the Premises divided by the Project size (_____ / _____). 2020 estimated Additional Rent is anticipated to be \$ _____ per square foot per year.

3. **REPAIRS & MAINTENANCE.** 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 any store front, doors, window casements, glazing, heating and air conditioning system including the maintenance of a service contract with a heating and air conditioning contractor approved by Landlord and meeting any warranty requirements of Landlord, plumbing, pipes, electrical wiring and conduits. **Tenant shall maintain the HVAC system and units in good repair and working order and be responsible for all costs and expenses regarding the HVAC system and units. Tenant shall supply Landlord with a copy of such contract within thirty (30) days after opening for business, and, upon request at any time, evidence that such contract or other contract remains in effect.** After notice to Tenant, Landlord shall have the right to contract directly for heating and air conditioning maintenance and in such event Tenant shall pay the cost of same or a reasonable portion thereof determined by Landlord if the contract covers more than the Premises. 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 Texas to make said repairs. Tenant shall periodically sweep and steam clean the sidewalks adjacent to the Premises, as well as remove snow and ice from the sidewalks adjacent to the Premises, as needed.

Landlord shall, subject to Tenant's reimbursement as herein provided, maintain in good repair (including replacements thereof, when necessary) the exterior walls 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.

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 may relocate Tenant to space the same size or larger, and the Basic Rent shall remain the same regardless of the size of the new space. Landlord may also relocate or renovate common areas in its sole discretion, without any obligation to Tenant.

6. **USE OF PREMISES.** 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 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.** 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 an other person entering the Premises or the Building under express or implied invitation of the Tenant, or arising out of Tenant's use of Premises or Landlord's maintenance of the Premises, or caused by fire, flood, water leaks, wind, ice, snow, hail, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses. This provision is intended to waive any claims against Landlord and its agents for the consequences of their own negligence or fault. This waiver and indemnity obligation shall survive the termination or expiration of the Lease.

9. **MORTGAGES.** Tenant accepts this Lease subordinate to any deeds of trust, mortgages or other security interests which might now or hereafter constitute a lien upon the Building or the Premises, and shall attorn to the lender thereunder, with such attornment to be effective upon lender's acquisition of the Building. Furthermore, such lender, as successor landlord, shall not be liable for any act, omission or obligation of any prior landlord, and lender shall have the option to reject such attornment. Tenant shall, immediately upon request, execute such documents, including estoppel letters, as may be required for the purposes of subordinating or verifying this Lease.

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.

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, 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.** If the Building should be totally destroyed by casualty or if the Premises or the Building be so damaged that Landlord determines that repairs cannot be completed within one hundred twenty (120) days after the date of such damage, Landlord may terminate this Lease. 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.

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, then Tenant shall be a tenant at will 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 Basic Rent, payable in full in advance each month, equal to the greater of: (a) twice the Basic Rent payable during the last month of the Term, or (b) the prevailing rental rate in the Building for similar space.

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 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 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).
- (c) 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. 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 by the Landlord.
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.
25. **FORCE MAJEURE.** Whenever a period of time is prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of the Landlord.
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 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 Basic Rent shall not commence until the Premises are ready for occupancy by Tenant. Such allowance for Basic 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 contains the entire agreement of the parties with respect to any matter covered or mentioned in this Lease. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.
36. **LATE FEE.** If Rent is not received by Landlord on or before the fifth (5th) day of any month, Tenant shall pay immediately upon written notice from Landlord a late fee equal to fifteen percent (15%) of the cumulative amount of Rent due, including Basic 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. 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 TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) per occurrence for property damage. Duplicate originals of such policies and endorsements shall be delivered to Landlord within thirty (30) days from the execution date hereof. This indemnity and waiver obligation shall survive the termination or expiration of the Lease.
39. Intentionally deleted.
40. **RULES.** Tenant shall abide by attached Building Rules and Regulations, which may be reasonably changed or amended, at any time, by Landlord to promote a safe, orderly and professional Building environment.

TENANT:

By: _____

Its: _____

LANDLORD:

By: _____

Its: _____

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.
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 waiver 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 its 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.

1.1 **Landlord Work.** None. Landlord shall deliver the Premises in its current 'as-is' condition.

EXHIBIT D
GUARANTY OF LEASE

THIS GUARANTY OF LEASE (this "**Guaranty**") is made as of _____, 2020, by _____ (the "**Guarantor**"), whose addresses are set forth in Paragraph 10 hereof, in favor of FLT Northgate-Ashton, LLC a Delaware limited liability company ("**Landlord**").

WHEREAS, Landlord and Tenant desire to enter into that certain Industrial Lease dated _____, 2016 (the "**Lease**") concerning the premises of the industrial building located at _____ (the "**Building**") in Unit _____ (the "**Premises**");

WHEREAS, Guarantor have a financial interest in the Tenant; and

WHEREAS, Landlord would not execute the Lease if Guarantor did not execute and deliver to Landlord this Guaranty.

NOW THEREFORE, for and in consideration of the execution of the foregoing Lease by Landlord and as a material inducement to Landlord to execute said Lease, Guarantor hereby jointly, severally, and absolutely, presently, continually, unconditionally and irrevocably guaranty the prompt payment by Tenant of all rentals and all other sums payable by Tenant under said Lease and the faithful and prompt performance by Tenant of each and every one of the terms, conditions and covenants of said Lease to be kept and performed by Tenant, and further agree as follows:

1. It is specifically agreed and understood that the terms, covenants and conditions of the Lease may be altered, affected, modified, amended, compromised, released or otherwise changed by agreement between Landlord and Tenant, or by course of conduct and Guarantor does guaranty and promise to perform all of the obligations of Tenant under the Lease as so altered, affected, modified, amended, compromised, released or changed and the Lease may be assigned by or with the consent of Landlord or any assignee of Landlord without consent or notice to Guarantor and that this Guaranty shall thereupon and thereafter guaranty the performance of said Lease as so changed, modified, amended, compromised, released, altered or assigned.

2. This Guaranty shall not be released, modified or affected by failure or delay on the part of Landlord to enforce any of the rights or remedies of Landlord under the Lease, whether pursuant to the terms thereof or at law or in equity, or by any release of any person liable under the terms of the Lease (including, without limitation, Tenant) or any other Guarantor, including without limitation, any other Guarantor named herein, from any liability with respect to Guarantors' obligations hereunder.

3. Guarantor's liability under this Guaranty shall continue until all rents due under the Lease have been paid in full in cash and until all other obligations to Landlord have been satisfied, and shall not be reduced by virtue of any payment by Tenant of any amount due under the Lease. If all or any portion of Tenant's obligations under the Lease is paid or performed by Tenant, the obligations of Guarantor hereunder shall continue and remain in full force and effect in the event that all or any part of such payment(s) or performance(s) is avoided or recovered directly or indirectly from Landlord as a preference, fraudulent transfer or otherwise.

4. Guarantor warrants and represents to Landlord that such Guarantor now has and will continue to have full and complete access to any and all information concerning the Lease, the value of the assets owned or to be acquired by Tenant, Tenant's financial status and its ability to pay and perform the obligations owed to Landlord under the Lease. Guarantor further warrants and represents that such Guarantor has reviewed and approved copies of the Lease and is fully informed of the remedies Landlord may pursue, with or without notice to Tenant, in the event of default under the Lease. So long as any of Guarantors' obligations hereunder remains unsatisfied or owing to Landlord, Guarantor shall keep fully informed as to all aspects of Tenant's financial condition and the performance of said obligations.

5. Guarantor hereby covenants and agrees with Landlord that if a default shall at any time occur in the payment of any sums due under the Lease by Tenant or in the performance of any other obligation of Tenant under the Lease, Guarantor shall and will forthwith upon demand pay such sums, and any arrears thereof, to Landlord in legal currency of the United States of America for payment of public and private debts, and take all other actions necessary to cure such default and perform such obligations of Tenant.

6. The liability of Guarantor under this Guaranty is a guaranty of payment and performance and not of collectibility, and is not conditioned or contingent upon the genuineness, validity, regularity or enforceability of the Lease or the pursuit by Landlord of any remedies which it now has or may hereafter have with respect thereto, at law, in equity or otherwise.

7. Guarantor hereby waives and agrees not to assert or take advantage of to the extent permitted by law: (i) all notices to Guarantor, to Tenant, or to any other person, including, but not limited to, notices of the acceptance of this Guaranty or the creation, renewal, extension, assignment, modification or accrual of any of the obligations owed to Landlord under the Lease and, except to the extent set forth in Paragraph 9 hereof, enforcement of any right or remedy with respect thereto, and notice of any other matters relating thereto; (ii) notice of acceptance of this Guaranty; (iii) demand of payment, presentation and protest; (iv) any right to require Landlord to apply to any default any security deposit or other security it may hold under the Lease; (v) any statute of limitations affecting Guarantor's liability hereunder or the enforcement thereof; (vi) any right or defense that may arise by reason of the incapability, lack of authority, death or disability of Tenant or any other person; and (vii) all principles or provisions of law which conflict with the terms of this Guaranty. Guarantor further agrees that Landlord may enforce this Guaranty upon the occurrence of a default under the Lease, notwithstanding any dispute between Landlord and Tenant with respect to the existence of said default or performance of the obligations under the Lease or any counterclaim, set-off or other claim which Tenant may allege against Landlord with respect thereto. Moreover, Guarantor agrees that such Guarantor's obligations shall not be affected by any circumstances which constitute a legal or equitable discharge of a guarantor or surety.

8. (a) Guarantor agrees that nothing contained herein shall prevent Landlord from suing on the Lease or from exercising any rights available to it thereunder and that the exercise of any of the aforesaid rights shall not constitute a legal or equitable discharge of Guarantor. In addition, Guarantor agrees that Landlord (not Tenant) shall have the right to designate the portion of Tenant's obligations under the Lease that is satisfied by a partial payment by Tenant..

(b) Guarantor agrees that such Guarantor shall have no right of subrogation against Tenant or any right of contribution against any other Guarantor hereunder unless and until all amounts due under the Lease have been paid in full and all other obligations under the Lease have been satisfied. Guarantor further agrees that, to the extent the waiver of such Guarantor's rights of subrogation and contribution as set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation such Guarantor may have against Tenant shall be junior and subordinate to any rights Landlord may have against Tenant, and any rights of contribution such Guarantor may have against any other Guarantor shall be junior and subordinate to any rights Landlord may have against such other Guarantor.

(c) The obligations of Guarantor under this Guaranty shall not be altered, limited or affected by any case, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Tenant or any defense which Tenant may have by reason of order, decree or decision of any court or administrative body resulting from any such case. Landlord shall have the sole right to accept or reject any plan on behalf of each Guarantor proposed in such case and to take any other action which such Guarantor would be entitled to take, including, without limitation, the decision to file or not file a claim. Each Guarantor acknowledges and agrees that any payment which accrues with respect to Tenant's obligations under the Lease (including, without limitation, the payment of rent) after the commencement of any such proceeding (or, if any such payment ceases to accrue by operation of law by reason of the commencement of such proceeding, such payment as would have accrued if said proceedings had not been commenced) shall be included in Guarantors' obligations hereunder because it is the intention of the parties that said obligations should be determined without regard to any rule or law or order which may relieve Tenant of any of its obligations under the Lease. Each Guarantor hereby permits any trustee in bankruptcy, receiver, debtor-in-possession, assignee for the benefit of creditors or similar person to pay Landlord, or allow the claim of Landlord in respect of, any such payment accruing after the date on which such proceeding is commenced. Each Guarantor hereby assigns to Landlord such Guarantor's right to receive any payments from any trustee in bankruptcy, receiver, debtor-in-possession, assignee for the benefit of creditors or similar person by way of dividend, adequate protection payment or otherwise.

9. Any notice, statement, demand, consent, approval or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this Guaranty or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Guaranty) and shall be deemed to have been properly given, rendered or made only if hand-delivered or sent by first-class mail, postage pre-paid, addressed to the other party at its respective address set forth below, and shall be deemed to have been given, rendered or made on the day it is hand-delivered or one day after it is mailed, unless it is mailed outside of the county in which the Building is located, in which case it shall be deemed to have been given, rendered or made on the third business day after the day it is mailed. By giving notice as provided above, either party may designate a different address for notices, statements, demands, consents, approvals or other communications intended for it.

To Guarantor: _____

To Landlord: _____
2082 Michelson Drive, Suite 302
Irvine, California 92612
Attention: Commercial – Lease Administration

10. Guarantor represents and warrants to Landlord as follows:

(a) No consent of any other person, including, without limitation, any creditors of such Guarantor, and no license, permit, approval or authorization of, exemption by, notice or report to, or registration, filing or declaration with, any governmental authority is required by such Guarantor in connection with this Guaranty or the execution, delivery, performance, validity or enforceability of this Guaranty and all obligations required hereunder. This Guaranty has been duly executed and delivered by such Guarantor, and constitutes the legally valid and binding obligation of such Guarantor enforceable against such Guarantor in accordance with its terms.

(b) The execution, delivery and performance of this Guaranty will not violate any provision of any existing law or regulation binding on such Guarantor, or any order, judgment, award or decree of any court, arbitrator or governmental authority binding on such Guarantor, or of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which such Guarantor is a party or by which such Guarantor or any of such Guarantor's assets may be bound, and will not result in, or require, the creation or imposition of any lien on any of such Guarantor's property, assets or revenues pursuant to the provisions of any such mortgage, indenture, lease, contract or other agreement, instrument or undertaking.

11. The obligations of Tenant under the Lease to execute and deliver estoppel statements, as therein provided, shall be deemed to also require the Guarantors hereunder to do and provide the same relative to Guarantors.

12. This Guaranty shall be binding upon Guarantor, such Guarantor's heirs, representatives, administrators, executors, successors and assigns and shall inure to the benefit of and shall be enforceable by Landlord, its successors, endorsees and assigns. Any married person executing this Guaranty agrees that recourse may be had against community assets and against his separate property for the satisfaction of all obligations herein guaranteed. As used herein, the singular shall include the plural, and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

13. The term "**Landlord**" whenever used herein refers to and means the Landlord specifically named in the Lease and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successor to the interest of said Landlord or of any assignee in the Lease or any part thereof, whether by assignment or otherwise. So long as the Landlord's interest in or to demised premises (as that term is used in the Lease) or the rents, issues and profits therefrom, or in, to or under the Lease, are subject to any mortgage or deed of trust or assignment for security, no acquisition by Guarantor of the Landlord's interest in demised premises or under the Lease shall affect the continuing obligations of Guarantor under this Guaranty, which obligations shall continue in full force and effect for the benefit of the mortgagee, beneficiary, trustee or assignee under such mortgage, deed of trust or assignment, of any purchaser at sale by judicial foreclosure or under private power of sale, and of the successors and assigns of any such mortgagee, beneficiary, trustee, assignee or purchaser.

14. The term "**Tenant**" whenever used herein refers to and means the Tenant in the Lease specifically named and also any assignee or sublessee of said Lease and also any successor to the interests of said Tenant, assignee or sublessee of such Lease or any part thereof, whether by assignment, sublease or otherwise.

15. In the event of any dispute or litigation regarding the enforcement or validity of this Guaranty, Guarantor shall be obligated to pay all charges, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Landlord, if guarantor is found at fault through litigation prosecuted to judgment.

16. This Guaranty shall be governed by and construed in accordance with the laws of the state in which the Building is located, and in a case involving diversity of citizenship, shall be litigated in and subject to the jurisdiction of the courts of the State in which the Building is located.

17. Every provision of this Guaranty is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

18. This Guaranty may be executed in any number of counterparts each of which shall be deemed an original and all of which shall constitute one and the same Guaranty with the same effect as if all parties had signed the same signature page. Any signature page of this Guaranty may be detached from any counterpart of this Guaranty and re-attached to any other counterpart of this Guaranty identical in form hereto but having attached to it one or more additional signature pages.

19. No failure or delay on the part of Landlord to exercise any power, right or privilege under this Guaranty shall impair any such power, right or privilege, or be construed to be a waiver of any default or an acquiescence therein, nor shall any single or partial exercise of such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

20. This Guaranty shall constitute the entire agreement between Guarantor and the Landlord with respect to the subject matter hereof. No provision of this Guaranty or right of Landlord hereunder may be waived nor may Guarantor be released from any obligation hereunder except by a writing duly executed by an authorized officer, director or trustee of Landlord.

21. The liability of Guarantor and all rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and such Guarantor relating to the Lease shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Landlord by law.

22. Notwithstanding any contrary provision of this Guaranty, Guarantor shall be jointly and severally liable for the obligations of Tenant under the Lease; provided, however, in no event shall such liability be for an amount in excess of the sum of (i) the "Liability Amount," and (ii) the "Enforcement Costs," as those terms are defined hereinbelow. For purposes of this Guaranty, the "Liability Amount" shall mean an amount equal to the sum of (1) the Rent due and payable from the date that each Guarantor actually becomes obligated (due to Tenant's failure) to make a payment or otherwise perform Tenant's obligations under the Lease to Landlord's satisfaction under this Guaranty (the "**Guaranty Date**") through the end of the Lease Term had the Lease Term expired upon the Lease Expiration Date, as set forth in Section 5 of the Summary, discounted to present value, (2) any and all costs incurred by Landlord in connection with reletting the Premises, including brokerage commissions and advertising expenses incurred, expense of remodeling the Premises or any portion thereof for a new tenant, whether for the same or different use, and any special concessions made to obtain a new tenant; and (3) an amount equal to the outstanding principal balance as of the Guaranty Date of a loan, payable in equal monthly installments (A) with an original principal balance equal to the sum of (i) an amount equal to all brokerage commissions payable by Landlord under the Lease, (B) assuming a four percent (4%) annual interest factor, and (C) with a period of amortization equal to _____ () months (i.e., the number of months in the initial Lease Term). Notwithstanding anything to the contrary set forth in this Guaranty, in the aggregate, the Guarantor shall have no personal liability for the obligations of Tenant under the Lease in excess of the Liability Amount and Enforcement Costs. Notwithstanding anything to the contrary set forth in this Paragraph 23, the Guarantor shall be jointly and severally liable for, and the Liability Amount shall not be reduced by, amounts recovered or collected by Landlord from the Guarantor and/or Tenant to the extent such amounts are reimbursement for late charges and interest due under the Lease and/or this Guaranty or are incurred by Landlord in collecting or attempting to collect amounts due Landlord under the Lease and/or this Guaranty, including without limitation, attorneys' fees and costs (the "**Enforcement Costs**").

IN WITNESS WHEREOF, Guarantors have executed this Guaranty as of the day and year first above written.

By: _____

SSN: _____ - _____ - _____

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____.

(Seal and Expiration Date)

Notary Public