

LEASE

THIS LEASE ("Lease") is made by and between Landlord and Tenant (as each is hereafter defined). The following terms shall be defined as provided below:

PARTIES:

Landlord: The Shopping Center Group LP,
a Kansas limited partnership

Tenant: Tom Stewart

d/b/a: EV Haven

PREMISES:

Shopping Center: The Shopping Center

Shopping Center Address: 123 Summer Road, Wichita, KS 66801

Unit Number: 30 **Square Feet:** approximately 1,625 square feet

Effective Date: shall mean the date this Lease is fully executed by both Tenant and Landlord

Commencement Date: shall mean the date on which possession of the Premises is delivered by Landlord to Tenant

Fixed Minimum Rent Commencement Date: shall mean December 1st, 2022.

Additional Rent Commencement Date: shall mean the Fixed Minimum Rent Commencement Date

Expiration Date: shall mean the last day of the 36th full calendar month after the Fixed Minimum Rent Commencement Date, unless sooner terminated, or extended, as provided for in this Lease

FIXED MINIMUM RENT:

<u>MONTH(S)</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
12/1/2022 – 12/31/2022	\$1,083.33	\$13,000.00
01/1/2023 – 12/31/2023	\$1,218.75	\$14,625.00
01/1/2024 – 12/31/2024	\$1,354.17	\$16,250.00
01/1/2025 – 11/30/2025	\$1,489.58	\$17,875.00

INITIAL ESTIMATED PAYMENTS OF ADDITIONAL RENT:

<u>CAM:</u>	\$526.29	Per Month
<u>Real Estate Taxes:</u>	\$232.54	Per Month
<u>Insurance:</u>	\$53.66	Per Month

Security Deposit: \$2,031.25 to be paid upon execution of this Lease by Tenant to payee The Shopping Center Group LP

First Month's Rent Amount: \$1,895.83 to be paid upon execution of this Lease by Tenant to payee The Shopping Center Group LP

Permitted Use: Convenient Store/Lounge, and for no other use. The interpretation of the Permitted Use shall be narrowly and strictly construed. Notwithstanding anything in this Lease to the contrary, Tenant shall be prohibited from operating in violation of the Shopping Center Exclusives and Use Restrictions, as set forth in Exhibit E.

Rent Payment Address: The Shopping Center Group LP, P.O. Box 1234, Wichita, KS 66801

Notice Address:

FOR LANDLORD:
The Shopping Center Group LP
c/o The Shopping Center
P.O. Box 1234
Wichita, KS, 66801

FOR TENANT:
Tom Stewart
987 Winter St.
Wichita, KS, 66801

The following are incorporated as part of this Lease as if fully set forth herein:

- A. General Lease Terms
- B. Exhibit A - Site Plan
- C. Exhibit B - Sign Criteria
- D. Exhibit C - Shopping Center Exclusives and Use Restrictions
- E. Guaranty

GENERAL LEASE TERMS

1. **LEASE OF PREMISES.** In consideration of Rent to be paid by Tenant and of the covenants and agreements herein contained, and other good and valuable consideration, Tenant does hereby lease from Landlord the Premises. "Initial Term" shall mean the time period from the date on which possession of the Premises is delivered by Landlord to Tenant through the Expiration Date. "Term" shall mean the Initial Term plus any renewal or extension thereof. The approximate location of the Premises is shown on the site plan attached to this Lease as Exhibit A.

2. **RENT PAYABLE.** Throughout the Term of this Lease, Tenant agrees to pay the following (collectively referred to as "Rent"): (a) Fixed Minimum Rent and (b) all additional sums, charges, or amounts of whatever nature ("Additional Rent") to be paid by Tenant to Landlord in

accordance with Governing Law, court order or this Lease and all shall be deemed as rents from real property. Commencing on the dates set forth in this Lease, Tenant shall pay Rent, payable on or before the first day of each month in advance, via AppFolio or Electronic Funds Transfer (EFT) through www.dashcomm.com, or provided Landlord provides notice to Tenant, via such other payment method and/or at such other location as may be acceptable to Landlord in its sole discretion, without deduction or set-off. Landlord and Tenant agree that Fixed Minimum Rent, Percentage Rent, Additional Rent, and all other charges paid to Landlord under this Lease shall qualify as "rents from real property" as defined in Section 856(d) of the Internal Revenue code of 1986, as amended from time to time (the "Code") and as further defined in Treasury Regulation ("Regulation") Section 1.856-4. Should the requirements of the Code and/or Regulation be amended so that any amount payable to Landlord under this Lease no longer qualifies as "rents from real property" for the purposes of the Code and associated Regulations, such amount payable to Landlord under this Lease shall, at Landlord's option, be adjusted so that it will qualify as "rents from real property" for the purposes of the Code and Regulation, as amended; provided, however, that any adjustments required pursuant to this provision shall be made so as to produce the equivalent (in economic terms) consideration as was payable prior to such adjustment. Tenant and Landlord shall enter into such amendment or amendments as may be necessary to effect the foregoing and negotiate in good faith with respect thereto. Except for casualty or condemnation, if Tenant is paying any form of Rent abatement, or is entitled to pay a future Rent abatement, and Tenant extends the Term of this Lease via the exercise of an option, renewal, holdover, or otherwise, then upon the commencement of such extended Term, Tenant shall resume the full payment of Rent as provided under this Lease. For purposes of clarity, Tenant shall have no right to revive the direct cause of such Rent abatement during the remaining Term of this Lease. All payments received by Landlord under the terms of this Lease shall be applied by Landlord to Tenant's account in Landlord's sole discretion. Notwithstanding anything in this Lease to the contrary, Tenant's obligation to pay Rent, including any holdover premium, shall under no circumstances be subject to force majeure.

3. **ADDITIONAL RENT.** Commencing upon the Additional Rent Commencement Date, Tenant shall pay, as Additional Rent Tenant's Proportionate Share of the Shopping Center's (i) common area maintenance charges ("CAM") (which charges include but are not limited to all of the following: all utility charges, utility management services, painting, repaving, resurfacing, re-striping, landscaping, traffic control, repairs and improvements, lighting, holiday decorations, sanitary and drainage control, public address system, cleaning, removal of snow, trash, and rubbish; management fees: operation of and maintenance of any sign(s); personnel to direct parking and to provide security for the common areas and facilities, management and supervision, personal property taxes, supplies, licenses, impact and permit fees, equipment used for such maintenance; capital improvements made to the Shopping Center (provided that with respect to capital improvements Tenant shall pay, annually, its Proportionate Share of the approximate average amount of 15% of the total cost of all capital improvements made to the Shopping Center), (ii) real estate taxes for the Shopping Center (including assessments, ad valorem taxes, water and sewer rents, public utilities, excises, levies, business license or permit fees, gross receipts taxes, rent taxes, and other governmental charges related to the Shopping Center or any part thereof, including the buildings and improvements, or on the sidewalks or streets in front of the same and costs and expenses incurred in contesting or negotiating an adjustment thereof) and (iii) insurance carried by the Landlord for the Shopping Center, plus an administrative fee not to exceed 15% of such CAM, real estate taxes and insurance for each full or partial calendar year during the Term of this Lease. Tenant's Proportionate Share is the square footage of the Demised Premises divided by the total square footage of the leased floor area within the Shopping Center, not including those tenants designated from time to time by Landlord. Additional Rent shall be a minimum of Eight Hundred Twelve and 50/100 Dollars (\$812.50) per month, payable in advance. Following the end of each calendar year, Landlord shall send Tenant a reconciliation statement showing actual expenses for the prior calendar year. In the event of a deficit, Tenant shall pay the difference upon demand.

3. **PAYMENT OF RENT AND CHARGES.** All Rent to be paid by Tenant shall be paid as provided in this Lease. If Tenant shall fail to pay any Rent on or before the fifth (5th) day after the due date, then Tenant shall be assessed a late fee of 5% of the amount due each month until paid in full. Any unpaid amounts shall also bear interest in the amount of 1½% per month, or the maximum allowed by Governing Law, whichever is less. Tenant shall also pay to Landlord all expenses incurred in the collection of any such past due amounts. Should any governmental authority acting under any Governing Law, ordinance, or regulation, levy, assess, or impose a sales tax, excise and/or assessment upon or against this Lease, the execution hereof and/or the payment of rent including without limitation, any sales and use taxes or surtax, tax on business activity, product use or consumption, whether by way of substitution for or in addition to any existing tax or otherwise, and whether evidenced by documentary stamps or the like, Tenant shall be responsible for and shall pay such tax excise and/or assessment, or shall reimburse Landlord for Landlord's payment thereof as Rent.

4. **SECURITY DEPOSIT.** Tenant acknowledges and agrees that the Security Deposit shall at all times during the Term of this Lease remain on deposit with Landlord as security for the payment of Rent and the performance by Tenant of the terms of this Lease. Tenant shall pay and deliver the Security Deposit as required under this Lease. In the event of any default, the Security Deposit shall be retained by Landlord and may be applied toward damages arising from such default and shall not be construed as liquidated damages. If applied toward damages, Tenant shall replenish the Security Deposit upon request by Landlord. Upon yielding the Premises to Landlord at the expiration of this Lease in the condition required herein, and provided no default has occurred, the remaining balance of the Security Deposit shall be returned to Tenant in accordance with Governing Law.

5. **LANDLORD WORK.** Prior to the Delivery Date, Landlord will patch holes on the wall in the premises. No later than 30 days after Tenant notifying Landlord that the utilities have been activated in Tenant's name, Landlord will complete a plumbing, electrical, HVAC inspection to verify operational standard.

6. **SIGNS.** Tenant shall place no signs, advertisements, lettering, curtains, shades, exterior lighting or similar items, on the glass, windows or doors, nor shall Tenant paint or affix anything to the exterior of the Premises except the façade signage. Any façade signage must directly correspond to the Premises and such signage shall not encroach upon any other tenant's façade. Notwithstanding anything to the contrary in the preceding sentence, Tenant shall be permitted to place professionally made signage on the interior of the storefront window surface of the Premises, provided such signage is professionally made and it does not cover more than 25% of the storefront window surface. Subject to applicable sign regulations of any governmental authority, Tenant shall obtain all required sign permits and install, no later than the date upon which Tenant opens for business in the Premises, façade signage in accordance with Landlord's sign criteria as set forth in Exhibit C. Tenant shall be responsible for repairing any damage to the building attributable to the installation, maintenance, and/or removal of signs. Signs which remain in place on the Premises 10 days after the end of the Term or after Tenant abandons the Premises shall automatically become the property of Landlord and may be removed by Landlord at Tenant's expense (including the cost of repairs to the interior and exterior of the

Premises). Landlord shall have no obligation to deliver the Premises to Tenant unless and until Tenant provides Landlord with its façade sign drawing.

7. PYLON SIGN. For so long as Tenant is not in default under this Lease, Tenant shall be granted a revocable license to place a panel on the Shopping Center pylon sign, at Tenant's sole cost and expense, in the location designated on Exhibit D attached hereto. Said panel shall comply with Governing Law and is subject to the approval of all applicable governmental authorities. Tenant shall be responsible for all maintenance, repairs and/or replacements of said panel. Tenant shall remove said panel at the termination of this Lease. Notwithstanding anything herein to the contrary, at any time during the Term upon 10 days' prior written notice to Tenant Landlord shall have the right to (i) remove said panel and terminate this license, and/or (ii) move such panel to another location on any pylon. In the event Tenant fails to install said panel within 90 days from the Effective Date of this Lease, this Section shall be deemed null and void and of no further force and effect.

8. TENANT'S USE. The Demised Premises shall be used by Tenant solely for the Permitted Use and for no other purpose and such shall be strictly construed and no use not expressly defined herein shall be permitted. Landlord makes no representation as to the merchantability, habitability, or fitness of the Demised Premises for the Permitted Use, or any other purpose. Tenant agrees that it will not suffer or permit the Demised Premises to be used for (i) any unlawful or immoral purpose; (ii) any purpose prohibited by zoning or similar laws and regulations, or covenants, conditions, or restrictions of record, or in violation of other leases at the Shopping Center. Tenant shall be open for business and fully operational within the Demised Premises for a minimum of 40 hours each week throughout the Term of this Lease. Tenant shall completely comply with all applicable laws, ordinances, rules, and regulations of any and all governmental authorities having jurisdiction of the Shopping Center or the Demised Premises (including, without limitation, cleanliness, health, safety, occupational, and use laws and regulations), now existing or hereafter adopted. Tenant shall not interrupt, hinder or disrupt the use or enjoyment of any owner, occupant, tenant, customer, contractor, or Landlord in the Shopping Center or adjoining property. Tenant shall not use any portion of the Demised Premises for the operation of an ATM. Tenant shall not disturb or penetrate the floor slab within the Demised Premises without first obtaining Landlord's written consent. Tenant shall not solicit Shopping Center invitees in the common areas of the Shopping Center. Tenant agrees that it will open its business in the Demised Premises and will continuously and actively operate and conduct its business in the entire Demised Premises, fully stocked and staffed, no later than 90 days after the delivery of the Demised Premises to Tenant, and thereafter during the Term of this Lease. Tenant agrees to pay for all electric, gas, sewer, heat, water, and other utilities and taxes or charges on such utility services which are used in or attributable to the Demised Premises, including but not limited to all meter connection charges and impact fees. Landlord reserves the right to (i) designate from time to time a garbage and/or recycling service to be utilized by Tenant, or (ii) provide and sell water, sewer, and electricity to Tenant at rates competitive to the rates charged by governmental authorities having jurisdiction, if any. Tenant will not permit or suffer any actual or threatened lien or other encumbrance, to attach to the Demised Premises or the Shopping Center, or the interest of Landlord, and nothing contained herein shall be deemed to imply any agreement of Landlord to subject Landlord's interest or estate to any lien or any encumbrance, and hereby appoints Landlord as attorney-in-fact to resolve any lien or encumbrance, and shall indemnify and hold Landlord harmless for all costs and expenses, including attorney fees, related thereto. Tenant shall not cause any noise, vibration, odor, or other nuisance to emanate outside of the Demised Premises. In addition to Landlord's rights and remedies under this Lease, Landlord shall also have the right to require Tenant to promptly install any necessary mitigation materials within the Demised Premises at Tenants sole cost and expense, in the event Tenant violates such emanation prohibition.

8. ACCEPTANCE OF PREMISES. Even though Landlord may have notified Tenant that possession of the Premises is available for Tenant's occupancy and the Commencement Date has occurred pursuant to the terms of this Lease, Tenant agrees and acknowledges that Landlord, in its sole discretion, may elect to prohibit Tenant and its agents, employees and contractors from accessing the Premises unless and until Landlord has received: (i) copies of Tenant's certificates of insurance and endorsements required herein; and (ii) written evidence that all individually metered public utilities servicing the Premises are in Tenant's name. Tenant acknowledges and agrees that: (a) Landlord is delivering the Premises and its systems in its "AS-IS", "WHERE-IS" condition **WITH ALL FAULTS**; (b) Tenant has examined the Premises prior to its execution of this Lease and is accepting the Premises (and taking possession thereof) in its "AS-IS", "WHERE-IS" condition **WITH ALL FAULTS**; (c) Landlord (including any party on behalf of Landlord) makes no warranty or representation whatsoever, whether written or oral, express or implied, as to the condition or repair of the Premises, including, without limitation, any representations or warranties relating to the condition of the subsurface of the Premises and systems, its habitability, merchantability, or fitness for a particular purpose, compliance with Governing Law, or the presence of Hazardous Materials (as defined below) at, under, from, to, or in the vicinity of the Premises; and (d) Landlord makes no warranty or representation as to whether or not the Shopping Center or the Premises complies with ADA or any similar legislation. In the event that Tenant's use of the Premises requires modifications or additions to the Premises or Shopping Center in order to be in compliance with Governing Law, Tenant agrees to make any such necessary modifications and/or additions at Tenant's sole cost and expense. Tenant acknowledges that Landlord does not own or claim any ownership interest in any equipment, personal property or other related items left in the Premises by the previous tenant. Tenant acknowledges that any such equipment, personal property and other related items are owned only by the previous tenant, and neither Tenant nor Landlord has any ownership interest in such previously stated items. All damage done to any such aforementioned property shall be repaired at Tenant's sole cost and expense. Tenant acknowledges that if the previous tenant, lien holders or creditors of the previous tenant, or any other party which may hold a secured or unsecured interest in such equipment, personal property and other related items, reclaim(s) such property, Tenant is still bound by all terms and conditions of this Lease. Except as specifically provided in this Lease, Tenant hereby releases and fully discharges Landlord and each of Landlord's affiliates, members, employees, agents, attorneys, successors and assigns from any and all claims, demands, causes of action (or settlement thereof), losses, damages, liabilities, fines, penalties, costs and expenses (including attorney's fees and expenses), whether asserted or unasserted, known or unknown, liquidated or contingent, or in existence or arising hereafter, and whether based on negligence, intentional acts, statutes, or any other theory, arising from or relating to the Premises, including, without limitation, (i) any conditions, including environmental and other physical conditions, affecting the Premises whether the same are a result of negligence or otherwise, or (ii) the past, present, future, actual or threatened presence or release of any Hazardous Materials at, under, from, to, or in the vicinity of the Premises.

Notwithstanding the foregoing, Landlord shall perform the following work in the Premises ("Landlord Work"):

No later than 30 days after the later of (i) Landlord delivering possession of the Premises to Tenant and (ii) Tenant notifying Landlord that the utilities have been activated in Tenant's name and that the systems below, servicing the Premises, are not properly functioning, Landlord shall perform the following improvements at Landlord's expense:

- A) Landlord shall place the existing heating, ventilation and air conditioning ("HVAC") system as configured in good working order, consisting of HVAC unit(s) and controls, excluding any existing duct work, diffusers or grills.
- B) Landlord shall place the existing electrical service and panel(s) only, excluding any existing fixtures, in good working order.
- C) Landlord shall place the existing plumbing system, excluding any existing fixtures and hot water heaters, in good working order.

In the event Tenant fails to notify Landlord within thirty (30) days of the date Landlord delivers the Premises to Tenant that the utilities servicing the Premises have been activated in Tenant's name and that the systems described above, servicing the Premises, are not properly functioning, then any obligation of Landlord to service the above items shall be deemed null and void, and Tenant shall be deemed to have accepted the above items in as-is condition. Such good working order shall not imply suitability or adequacy for any particular use of the Premises.

9. **LANDLORD'S MAINTENANCE.** Landlord will keep the roof and the exterior walls of the Premises (excluding the store front, interior nonstructural portions of the exterior walls, and any plate glass, windows, window frames, doors, and door frames) in proper repair, provided that in each case Tenant shall have given Landlord prior written notice of the necessity of such repair. Notwithstanding any other provision of this Lease, in no event shall Landlord be responsible for repairing, maintaining, or replacing the Premises or any part of the Premises or its systems when any such damage and/or maintenance is caused or necessitated by (1) any act or omission of Tenant or any of Tenant's employees, agents, customers, invitees, or licensees; (2) any fixtures, equipment, or other items installed in or placed in the Premises by Tenant; or (3) any use of the Premises not permitted under the terms of this Lease. Landlord shall not be charged with default in the performance of any of its obligations hereunder unless Landlord fails to perform such obligations within 30 days (or within such additional time as is reasonably required to correct any such default) after written notice to Landlord. Tenant shall have an affirmative duty to notify Landlord of needed maintenance or repairs to the Shopping Center or the common area. At all times during the Term, Landlord will have complete ownership and control of all of the Shopping Center's roof.

10. **TENANT'S MAINTENANCE.** Except for the repairs Landlord is obligated to make pursuant to this Lease, Tenant shall, at its own cost and expense, make all necessary repairs, replacement, improvements, and decorations and perform all maintenance on, in, and to the Premises that are necessary or appropriate to keep the Premises, including the doors and windows, clean, orderly and in good condition and repair, and in a safe and tenable condition. Any work performed by or on behalf of Tenant shall be performed by a licensed contractor in the applicable field. Said obligation shall include, but is not limited to, the maintenance, repair and replacement of the store front including but not limited to all glass, doors and windows, Tenant's signs, all mechanical, plumbing, electrical, and heating, ventilation and air-conditioning ("HVAC") systems. All such repairs and maintenance shall be accomplished in a good and workmanlike manner using new quality materials, and shall be in compliance with all Governing Law. Tenant is responsible for installation of any grease trap required by code and shall clean and maintain any grease trap servicing the Premises. Tenant shall not permit the accumulation of garbage, trash or other waste in or around the Premises or dumpster. As part of Tenant's maintenance, repair, and replacement obligations, Tenant shall, at its sole cost and expense, enter into and maintain a contract with a certified third party HVAC service contractor, providing for the periodic (at least quarterly) service, maintenance and repair of the HVAC system serving the Premises, which shall provide for a scope of work and periodic services, at a minimum, in accordance with manufacturer's specifications. Upon request by Landlord, Tenant shall furnish Landlord with a copy of the current service contract, which contract shall be in form and substance reasonably satisfactory to Landlord and a current certificate of insurance of the Tenant's service contractor naming Landlord as an additional insured and such certificate shall be in form and substance and contain such coverages satisfactory to Landlord. In the event Landlord obtains an assignable warranty for any HVAC system servicing the Premises, to the extent assignable, Landlord shall assign to Tenant any such assignable warranty on parts and labor for the HVAC system. Tenant shall keep the Premises free of mold and mildew, and any conditions that could reasonably be expected to give rise to mold and mildew within the Premises. If Tenant fails to perform any obligation and such failure continues for 15 days after written notice from Landlord (except in the case of an emergency when no prior notice shall be necessary), Landlord may, but shall not be obligated to, perform such obligation, and Tenant shall pay to Landlord, upon demand, as Additional Rent, the cost of such performance plus 15% of such cost for supervision and overhead.

11. **CONDITION OF PREMISES AT TERMINATION OR EXPIRATION.** At the expiration or earlier termination of this Lease, Tenant will quit and surrender the Premises in good condition and repair, reasonable wear and tear thereof excepted. All electric, plumbing and HVAC systems and equipment ("Systems") shall be surrendered to Landlord in good working order, with written documentation of services performed thereon and the dates performed. Tenant shall deliver all keys and security codes for the Premises to Landlord. Any furniture or trade fixtures left in the Premises after the Term, shall be deemed abandoned and become the property of Landlord or Landlord may have them removed and disposed of at Tenant's sole cost and expense.

12. **HAZARDOUS MATERIALS.** (a) Tenant shall not use, generate, manufacture, produce, store, treat, dispose, or permit the escape on, under, about, or from the Premises, or any part thereof, any flammable, explosive, radioactive, hazardous, toxic, contaminating, or polluting matter, waste, oil or substance, or related injurious materials or waste, or any petroleum or petroleum-derived products, emerging contaminants including but not limited to per and polyfluoroalkyl substances, asbestos in any form, urea formaldehyde foam insulation and polychlorinated biphenyls (collectively "Hazardous Materials"). Tenant shall not install or operate any underground storage tanks on the Premises. (b) To the fullest extent permitted by Governing Law Tenant shall defend, indemnify, protect, and hold Landlord and each of Landlord's members, employees, agents, attorneys, successors, and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, or expenses (including reasonable attorney fees) for death of or injury to any person or damage to any property whatsoever, alleged or claimed to be arising from or caused in whole or in part, directly or indirectly, by: (1) the presence in, on, under, or about the Premises, or discharge in or from the Premises, of any Hazardous Materials; or (2) Tenant's failure to comply with any federal, state, county, municipal, local, or other law (including common law), rule, ordinance, code, regulation, directive, order, permit, license, or authorization now or hereafter in effect relating to the industrial hygiene, worker health and safety, environmental protection, use, analysis, generation, manufacture, purchase, transportation, storage, removal, or disposal of Hazardous Materials (collectively, "Environmental Laws"). (c) Tenant shall provide immediate notice to Landlord of any violations of Environmental Laws, releases of Hazardous Materials, or upon receipt of any notices of violation, claims, suits, notices of liability, or oral or written investigations, inspections, requests for information, or meetings, or other inquiries from any governmental authorities and shall provide copies of any documents from or correspondence with any governmental authorities. (d) If asbestos or asbestos-containing material is damaged or disturbed by actions of Tenant or its agents, employees, or contractors, Tenant shall, at its sole cost, take all actions necessary to remove all such asbestos or asbestos-containing materials, or repair or encapsulate all such asbestos or asbestos-containing materials in full compliance

with Environmental Laws. (e) Tenant shall promptly commence and diligently pursue to completion any investigation, corrective action or remediation (collectively, "Corrective Action") of any kind or nature that is necessary under any applicable Environmental Law or this Lease because of, or in connection with, Tenant's violation of any Environmental Law or the release of Hazardous Materials by Tenant. All Corrective Actions shall be performed by one or more contractors approved in advance in writing by Landlord and shall be completed in compliance with all applicable Environmental Laws. All costs and expenses related to such Corrective Actions shall be paid by Tenant, including, without limitation, reasonable costs and expenses incurred by Landlord in connection with monitoring or review of such Corrective Actions. In the event that Tenant shall fail to promptly commence or fail to diligently pursue to completion all such Corrective Actions, Landlord may, but shall not be required to, cause such Corrective Actions to be performed and all costs and expenses so incurred shall become immediately due and payable from Tenant to Landlord together with interest from the date of advancement until paid by Tenant. (f) Upon termination of this Lease or upon Tenant's abandonment of the Premises, Tenant shall, at its sole expense, remove all Hazardous Materials from the Premises, and shall clean up any contamination that occurred during the Term to the satisfaction of Landlord in its sole discretion and in compliance with all Environmental Laws and this Lease. (g) Tenant's duty to defend shall arise when Tenant receives notice of any death of or injury to any person or damage to any property that may trigger Tenant's duty to indemnify, protect, and hold Landlord and each of Landlord's members, employees, agents, attorneys, successors, and assigns, free and harmless, under this section. (h) Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease. The duty to defend shall continue until a court of competent jurisdiction determines that there is no possibility that Tenant's duty to indemnify, protect, and hold Landlord and each of Landlord's members, employees, agents, attorneys, successors, and assigns, free and harmless, under this section. Tenant's duty to defend shall extend to include any and all claims where Landlord's or third-party negligence is alleged. It is the intent of the parties that Tenant shall defend Landlord from the outset of any claims that Tenant could be found liable. Tenant agrees to defend such claims through counsel selected by Landlord. Any acts or omissions by employees, agents, assignees, contractors, or subcontractors of Tenant or others acting for or on behalf of Tenant (whether or not they are negligent, intentional, willful, or unlawful), will be strictly attributable to Tenant.

13. TENANT'S INSURANCE. At all times during the Term, Tenant shall keep in force at its own expense, with insurance carrier(s) having an A.M. Best rating or its equivalent of A-VIII or better, the following:

- Special Form Cause of Loss Policy insuring an amount equal to at least the 100% full replacement cost of Tenant's betterments, improvements, fixtures, furniture, inventory, equipment (including HVAC systems servicing the Premises) and all other items of personal property of Tenant whether or not located on or within the Premises. The deductible shall not exceed \$1,000.00.
- Commercial general liability insurance form insuring the Premises, and any other portions of the Shopping Center used by Tenant, with limits no less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate with respect to bodily injury and property damage, including contractual liability, and \$200,000.00 with respect to damage to property (fire legal liability). If Tenant sells alcoholic beverages for on-premises consumption, Tenant must have no less than \$1,000,000.00 of liquor liability insurance. The aggregate limit may be satisfied through a combination of primary and umbrella/excess liability insurance. If Tenant has multiple locations, such insurance shall also provide that the general aggregate limits apply separately to each insured location. Tenant will name Landlord as "Additional Insured" and include (a) an endorsement to the effect that the insurer agrees to notify Landlord not less than thirty (30) days in advance of any modification or cancellation thereof; (b) an endorsement providing that such insurance affords Landlord primary insurance coverage and that any other insurance maintained by Landlord is excess and noncontributory with the insurance required herein; and (c) a waiver of subrogation endorsement. Claims-made coverage and insurance policies containing self-insured retention(s) are NOT ACCEPTABLE. Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by the standard form of property insurance. Tenant agrees to pay, on ten (10) days written demand, and as Additional Rent, any increase in Landlord's premiums for property and liability insurance, boiler and loss of rents that may be charged during the term of this Lease as a result of such actions.
- Tenant shall require any contractor performing work on the Premises to carry and maintain, at no expense to the Landlord: comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, broad form property damage endorsement and contractor's protective liability coverage, providing protection with limits not less than \$2,000,000.00 per occurrence; and workers compensation or similar insurance in amounts required by Governing Law. Tenant shall provide evidence of contractor's coverage prior to any Tenant Work being performed in the Premises to: the shoppingcenter@gmail.com
- Tenant will furnish to Landlord copies of evidence of property coverage (Acord 28) and Certificate of Liability Insurance (Acord 25) evidencing coverages required by this Lease, and evidence of payment of the premiums therefore as Landlord may request. Evidence of coverage must be sent to theshoppingcenter@gmail.com or to: The Shopping Center Group LP, P.O. Box 1234, Wichita, KS 66801. Landlord shall have no obligation to deliver the Premises to Tenant until it has received evidence of the coverage required herein.
- Tenant shall at all times during the Term carry business interruption insurance, that also covers loss events due to communicable and infectious diseases, in an amount equal to all Rent payable under this Lease for a period of 12 months, and naming Landlord as a loss payee.
- In the event Tenant fails to obtain, and provide the certificate(s) of insurance as required in this Lease, on or before the Commencement Date, or if Tenant fails to maintain such insurance at any time during the Term, Landlord shall have the right, without notice to Tenant to take such action as Landlord deems necessary to protect its interest in the Premises, including, without limitation, the obtaining of such insurance coverage required in this Lease, and all expenses incurred by Landlord in connection with such action or in obtaining such insurance and keeping it in effect shall be paid by Tenant to Landlord upon demand as Additional Rent, plus a 15% administrative fee.
- If Tenant uses any Hazardous Materials as part of its Permitted Use or operations, including, but not limited to a dry cleaner, vehicle service station, fuel pad, car wash, laundromat, or the like, Tenant shall obtain an environmental insurance policy with limits no less than \$1,000,000.00 per occurrence and deliver proof of such policy to Landlord as required under this Lease.

- Tenant shall provide proof of such required insurance annually to Landlord and/or within 10 days following Landlord's request.

14. **INDEMNIFICATION.** To the fullest extent permitted by Governing Law, Tenant covenants and agrees that it will defend, indemnify, protect and save and keep Landlord forever harmless against and from (i) any penalty or damage or charges imposed for any violation of Governing Law, whether occasioned by Tenant or those holding under Tenant; (ii) against and from all claims, loss, cost, damage or expense arising out of or from any act, omission or negligence of Tenant, or Tenant's contractors, licensees, agents, servants, invitees, concessionaires or employees, or arising from any accident or other occurrence on or about the Premises, or any sidewalk or common area used by Tenant, causing injury to any person or property; (iii) against and from any and all claims, loss, cost, damage or expense arising out of any failure of Tenant in any respect to comply with and perform all the requirements and provisions of this Lease. Tenant's duty to defend shall arise when Tenant receives notice of any claims, loss, cost, damage or expense that may trigger Tenant's duty to indemnify, protect, and hold Landlord free and harmless, under this section. The duty to defend shall continue until a court of competent jurisdiction determines that there is no possibility that Tenant's duty to indemnify, protect, and hold Landlord free and harmless, under this section. Tenant's duty to defend shall extend to include any and all claims where Landlord's or third-party negligence is alleged. It is the intent of the parties that Tenant shall defend Landlord from the outset of any claims that Tenant could be found liable. Tenant agrees to defend such claims through counsel selected by Landlord. Tenant hereby waives any and every claim for recovery from Landlord and its successors and assigns for any and all loss of or damage to the Shopping Center or Premises or to the contents thereof, which loss or damage is covered by valid and collectible physical damage or general liability insurance policies, it being understood and agreed that the foregoing waiver shall also apply to the deductible under any such policy. Tenant waives any and every claim against Landlord for any and all loss of or damage to the Shopping Center or the Premises or the content thereof, and any general liability, which would have been covered had the insurance policies required to be maintained by Tenant by this Lease been in force, to the extent that such loss, damage, or liability would have been recoverable under such insurance policies. In that this Tenant waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), Tenant agrees to give to its insurance company which has issued, or in the future may issue, to it policies of physical damage insurance, written notice of the terms of this Tenant waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said Tenant waiver. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease.

15. **LANDLORD'S LIABILITY.** Landlord shall not be liable for any damage to the Premises or its contents, regardless of the cause of such damage, for any acts or omissions of other tenants of the Shopping Center, nor for any condition of the Premises whatsoever unless Landlord is responsible for the repair thereof, pursuant to the terms of this Lease, and has failed to make such repair after written notice from Tenant of the need therefor, and expiration of a reasonable time for the making of such repair. Further Landlord shall not be liable for any damage, loss or cause of action, wherein the cause of such loss is attributable to the maintenance of Landlord, where Tenant knew or should have known of the need for such maintenance and failed to notify Landlord thereof. All personal property, fixtures, goods, wares, and merchandise in or about the Premises or the Shopping Center shall be and remain at Tenant's sole risk. Tenant shall timely pay all taxes directly or indirectly assessed on any furniture, fixtures and equipment existing in the Premises or otherwise owned by Tenant, whether such taxes are assessed against Tenant, Landlord, or the Shopping Center. In the event of any sale or transfer of Landlord's interest in the Premises, Landlord is hereby completely released and forever discharged from and of all covenants, obligations, and liabilities hereunder. Tenant acknowledges and agrees that Landlord's liability under this Lease shall be limited to Landlord's interest in the Shopping Center, and any judgements rendered against Landlord shall be satisfied solely out of the proceeds of sale of Landlord's interest in the Shopping Center.

16. **DAMAGE TO REAL PROPERTY.** Landlord will maintain fire and extended coverage insurance on the Shopping Center. If the Shopping Center building housing the Premises shall be damaged by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage, or in the event that any portion of the Premises shall be physically taken or condemned for public use, or transferred in lieu of such physical taking or condemnation, Landlord shall, using reasonable discretion, either repair or restore the damage or terminate this Lease if: (a) the cost of repair or restoration exceeds the amount of insurance proceeds received by Landlord and available for the repair and restoration of the Premises or if Landlord's mortgagee or the applicable governmental authorities refuse to give their approval and consent to the repair and restoration; or (b) this Lease is in the last 12 months of the Term; or (c) any tenant leasing greater than 5,000 square feet of space in the Shopping Center terminates its lease as a result of damage (regardless of whether such damage affects the Premises); or (d) more than 25% of the Shopping Center is damaged (regardless of whether such damage affects the Premises). Any such termination shall not affect any rights accrued to Landlord because of prior defaults by Tenant. Tenant shall have no right or claim to the proceeds of any transfer in lieu of such physical taking or condemnation or for any portion of Landlord's condemnation award, and shall have no right or claim based on the condemnation of the Premises or the improvements thereto or of Tenant's leasehold interest therein. Tenant, upon the request of any Landlord, shall execute, within 5 days after such request, any and all instruments required in order to effectuate any such condemnation or sale in lieu of condemnation, in the form requested by Landlord or such public authority. In all instances of restoration, Landlord shall only be required to restore the building which houses the Premises and common areas adjoining the Premises, and that portion of the Premises which Landlord is required to maintain pursuant to this Lease, to the condition they were in prior to the damage. Landlord shall have no responsibility to repair or restore any portion of the Premises required to be insured by Tenant under this Lease and Tenant shall have 30 days after delivery of access to Tenant by Landlord to complete its rebuilding or repairing in accordance with plans to be approved by Landlord before the commencement of construction. In the event any portion of the Premises is not usable by Tenant due to such damage, Fixed Minimum Rent shall abate proportionate to the unusable square footage until re-delivered by Landlord.

17. **TENANT ASSIGNMENT.** Tenant shall not assign, transfer, encumber, or sublease this Lease without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole discretion. Any request for Landlord's consent to any proposed assignment or sublease shall be accompanied by an administrative fee in the amount of greater of (i) \$2,000.00, together with Landlord's attorney fees.

18. **DEFAULT AND REMEDIES.** The following shall be an event of default by Tenant: (i) failure to perform or observe any terms, conditions, and/or obligations of this Lease, which failure is not cured within 10 days after notice of such default, (ii) failure to pay Rent or any sum of money hereunder when due (including any past due Rent, or other sum of money owed to Landlord, whether or not pursuant to a separate written agreement), and/or (iii) if Tenant, or its employees, contractors, agents, business invitees, assignees, sublessees, licensees, concessionaires, shareholders, members, owners, affiliates, and/or any other permitted occupants of the Premises (collectively, "Tenant Parties" and individually a "Tenant Party") shall conduct, or permit any activity in violation of Governing Law at the Premises and/or the Shopping Center that may result in Tenant or such Tenant Party being charged for a criminal or civil offense. Upon the occurrence of a Tenant default, Landlord, without notice to Tenant in any instance (Tenant hereby expressly waiving any notices or demand required by Governing Law), may do any one or more of the

following: (i) perform, on behalf of and at the expense of Tenant, any terms, conditions, and/or obligations under this Lease which Tenant has failed to perform; (ii) declare the entire amount of the Rent which would become due and payable during the remainder of the Term of this Lease to be due and payable immediately, including any past due Rent, or other sum of money owed to Landlord, whether or not pursuant to a separate written agreement; (iii) re-enter the Premises, terminate Tenant's and/or any Tenant Party's right to possession of the Premises and/or remove Tenant, any Tenant Party and all other persons and property from the Premises, without terminating this Lease; (iv) relet said Premises or any part thereof upon any such terms and conditions as Landlord in its sole discretion may deem advisable; (v) terminate this Lease; (vi) remove Tenant's property from the Premises and store the same at Tenant's expense, or dispose of Tenant's property, without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby; (vii) sell Tenant's property located within the Premises at a public or private sale, with the proceeds being applied to the costs of sale and storage, Landlord's reasonable attorney fees, amounts owed to Landlord under this Lease, and with any surplus paid to Tenant, in that order; (viii) change the locks of the Premises and lock Tenant out of the Premises; (ix) charge Tenant an administrative fee of 10% per month for all monetary amounts owed by Tenant to Landlord (including any expenditures by Landlord in performing Tenant's obligations under this Lease), until such amounts have been paid in full; and/or (x) exercise any legal or equitable rights and/or remedies available to Landlord pursuant to Governing Law. All of Landlord's rights and remedies set forth within this Lease shall be cumulative. Tenant waives any rights to re-enter the Premises and any rights of redemption; exercise any other legal or equitable right or remedy it may have, which shall specifically include but not be limited to Landlord's exercise without court proceeding of a lien on any of Tenant's property in the Premises until cure of all events of default. No re-entry or commencement of any action for re-entry by Landlord shall be construed as an election to terminate this Lease, nor to release Tenant from its obligations hereunder. Tenant hereby waives all rights to request a jury trial in any action, proceeding, or counterclaim arising out of this Lease. Tenant further waives any right to interpose any non-compulsory counterclaim, or to seek damages, other than injunctive relief, in relation to the reasonableness of Landlord's discretion. In no event may Tenant recover any special, consequential, indirect or punitive damages against or from Landlord herein, including, without limitation, any damages for or relating to any lost profit or business income. If this Lease is terminated by Landlord after default by Tenant, Tenant nevertheless shall remain liable for all Rent which may be due or damages which may be sustained prior to such termination, and all reasonable costs, fees, and expenses, including attorney fees, incurred by Landlord in pursuit of its remedies hereunder, and/or in connection with any bankruptcy proceedings of Tenant or Tenant's guarantor (if applicable), and/or in connection with renting the Premises to others from time to time, plus additional damages which shall be an amount equal to the present value of Rent, discounted at a rate of 8%, which would have become due during the remainder of the Term. Notwithstanding anything in this Lease or other document(s) to the contrary, upon the occurrence of any Tenant default, the following provisions contained within this Lease, if any, shall be automatically, immediately, and permanently removed and deemed null and void: (a) any exclusive use right granted to Tenant; (b) any use restrictions and/or prohibitions granted to Tenant; (c) any building, improvement, development, or kiosk restrictions (either permanent or temporary); and (d) any co-tenancy and pylon/monument provisions granted to Tenant. In addition to any other rights and remedies available to Landlord under this Lease and/or at law and/or in equity, Tenant shall reimburse Landlord upon demand the unamortized portion of: (i) any allowance for Tenant improvements; (ii) brokerage fees paid by Landlord in connection with this Lease; (iii) costs expended by Landlord in connection with any tenant improvements made by Landlord; and (iv) all other costs, expenses and other sums incurred by Landlord in connection with preparing and/or improving the Premises for Tenant's occupancy under this Lease. In addition to all other rights and remedies, if Tenant shall be in default hereunder, Landlord shall, to the extent permitted by law, have a right of distress for rent and a lien on all of Tenant's fixtures, merchandise, and equipment in the Premises, as security for rent and all other charges payable hereunder. No delay or omission of Landlord to exercise any right or remedy shall be construed as a waiver of any such right or remedy or of any default by Tenant hereunder. The acceptance by Landlord of any Rent hereunder shall not be a waiver of any breach or default by Tenant, other than the failure of Tenant to pay the particular Rent accepted, regardless of Landlord's knowledge of such breach or at the time of acceptance of such Rent, or a waiver of Landlord's right to exercise any remedy available to Landlord by virtue of such breach or default. Acceptance of a partial payment of any amount of Rent owed shall not be a waiver of Landlord's right to recover the remaining amounts of Rent still owing.

19. **LANDLORD'S INSPECTION RIGHTS.** Landlord shall have the right at all reasonable times to enter upon the Premises to: (i) inspect and; make repairs, additions, or improvements; comply on behalf of Tenant with Governing Law if Tenant fails to do so, at no cost to Landlord and in Landlord's sole discretion; examine the Premises to verify Tenant's compliance with its obligations under this Lease; install, maintain, and repair pipes or other utility lines to provide service to or for other premises located in the Shopping Center, or otherwise perform any work or satisfy any other Landlord obligation or right as set forth within this Lease; (ii) to bring potential purchasers, tenants, or mortgagees into the Premises; and/or to (iii) market the space, including installing temporary signage.

20. **SUBORDINATION/ ESTOPPEL.** The rights of Tenant under this Lease shall be subordinate to the lien and terms and conditions of the instrument or the lien resulting from any other method of financing or refinancing now or hereafter in force against the real estate and/or buildings of which the Premises are a part or against any buildings hereafter placed upon the real estate of which the Premises are a part. In addition, if the interest of Landlord in the Premises shall be transferred to and owned by the holder of any deed of trust or mortgage ("Lender") by reason of foreclosure or any other manner, Tenant shall be bound to Lender under all of the terms of this Lease, with the same force and effect as if the Lender were the original Landlord under this Lease. Tenant does hereby attorn to (a) the Lender as its Landlord when the Lender is in possession of the Premises, (b) a receiver appointed in any action or proceeding to foreclose the deed of trust or mortgage, (c) any party acquiring title to the Premises, and (d) any successor to Landlord; said attornment to be effective and self-operative, without the execution of any further instruments on the part of any of the parties hereto, immediately upon such successor succeeding to the interest of Landlord in the Premises. The provisions of this section shall be self-operative. Tenant, however, upon the request of any Lender or Landlord, shall execute, within 5 days after such request, instruments in confirmation of the foregoing provisions in the form requested by any such Lender or Landlord. Additionally, Tenant agrees within 5 days after written request, to execute, and deliver to Landlord and/or Landlord's designee an estoppel certificate in such form and substance as reasonably requested by Landlord, Landlord's designee and/or lender, with customary provisions. Should Tenant fail to return the estoppel certificate then Tenant hereby appoints Landlord as attorney-in-fact to execute an estoppel certificate on Tenant's behalf, and to the fullest extent permitted by Governing Law, Tenant shall indemnify and hold Landlord harmless for all costs and expenses, including attorney fees, related thereto.

21. **RULES AND REGULATIONS.** Tenant agrees to comply with and observe the rules and regulations of the Shopping Center. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the same manner as if such rules and regulations were contained herein as covenants.

22. **HOLDING OVER.** In the event that Tenant shall hold over after the expiration of this Lease for any reason, the monthly Fixed Minimum Rent shall be 2 times the monthly average Fixed Minimum Rent that was payable during the last full 12 month period of this Lease, and thereafter, in all cases, 30 days' written notice shall be required to terminate such tenancy. In the event Tenant fails to timely vacate the Premises following such 30 day period, then Tenant shall be deemed immediately and automatically in default of this Lease.

23. **RELOCATION OF PREMISES.** Landlord may, upon 60 days' prior written notice to Tenant relocate Tenant to another existing location within the Shopping Center, in Landlord's sole discretion, and constructed at Landlord's expense. If in Landlord's sole discretion: (i) no existing suitable space is available, (ii) Governing Law hinders such relocation, or (iii) Tenant has less than 12 months' lease term remaining, Landlord may terminate this Lease upon 30 day's written notice to Tenant in Landlord's sole discretion. In the event of such relocation, all references in this Lease to the "Premises" shall thereafter refer to the space to which Tenant is relocated. Tenant's Proportionate Share shall be adjusted based on the change in the square footage of the Premises.

24. **REDEVELOPMENT OF SHOPPING CENTER.** In the event of any expansion, renovation, redevelopment or remerchandising of the Shopping Center, Landlord may require Tenant to surrender possession of all or a portion of the Premises for such period of time as required for such purposes, including for the remainder of the Term. Landlord shall provide Tenant with 60 days' prior written notice of such surrender. During such period of surrender Fixed Minimum Rent shall proportionally abate. If the expansion, renovation, redevelopment, or remerchandising of the Shopping Center requires Tenant to surrender the Premises for the remainder of the Term, as determined by Landlord in its sole discretion, then this Lease shall terminate upon 30 day's written notice by Landlord to Tenant. Tenant's Proportionate Share shall be adjusted to reflect any changes in the total square footage of the Shopping Center.

25. **NOTICE.** All notices given or required to be given by Tenant must be delivered by a nationally-recognized overnight courier service or by registered or certified mail - return receipt requested, postage prepaid (or equivalent), to the Notice Address. Such address may be changed from time to time by written notice.

26. **BROKERS.** Except for NAI MARTENS, whose commission shall be paid pursuant to a separate written agreement, each of the parties represents and warrants that it has engaged no broker and that no claims for brokerage commissions or finder's fees will arise in connection with the execution of this Lease. To the fullest extent permitted by Governing Law, each of the parties agrees to indemnify the other against and hold it harmless from all liabilities arising from any such claim arising on account of its acts or omissions (including, without limitation the cost of attorney fees in connection therewith).

27. **FORCE MAJEURE.** In the event that Landlord shall be delayed or hindered in or prevented from doing or performing any act required in this Lease by reason of strikes, lock-outs, casualties, acts of God, labor troubles, inability to procure materials, failure of power, Governing Law, any order or recommendation of any governmental authority, state or federal emergency declarations, communicable and infectious diseases, riots, insurrection, war, delays attributable to Tenant, delays attributable to utility provider(s), or other causes beyond the reasonable control of Landlord, then Landlord shall not be liable or responsible for any such delays, and the doing or performing of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Monetary obligations under this Lease shall not be subject to force majeure.

28. **MISCELLANEOUS PROVISIONS:** This Lease shall be effective as of the earlier of (i) the date executed by both Landlord and Tenant or (ii) the date on which possession of the Premises is delivered by Landlord to Tenant, and all terms and conditions shall be applicable even though the Term of this Lease has not yet commenced and shall be governed and construed under the applicable governmental laws, codes, rules, authorities, approvals, orders, reviews, regulations, court orders, including, but not limited to, local zoning and building codes of the state in which the Shopping Center is located, and Environmental Laws (as defined above), as may be amended from time to time ("Governing Law"). If Tenant is not an individual, Tenant represents and warrants that throughout the Term of this Lease, Tenant is and shall be a valid legal entity, duly licensed to do business in the state in which the Shopping Center is located, and in the event Tenant is not an individual, and should Tenant fail to maintain its status as a valid legal entity or license to do business within the Shopping Center state, then the individual members, partners, or shareholders of Tenant shall be liable for all the terms and conditions set forth in this Lease. Landlord shall have the right to audit Tenant's gross sales in the event any other tenant or occupant of the Shopping Center alleges that Tenant has violated such tenant's or occupant's use restriction(s). If this Lease is signed by more than one individual as "Tenant", the liability of all signatories shall be joint and several. Tenant agrees to hold this Lease as confidential and Tenant shall not, without Landlord's prior written consent, disclose the contents of this Lease or any information related to this Lease including but not limited to CAM-related information, to any third party. In the event Tenant violates this confidentiality clause, Tenant shall be obligated to promptly pay Landlord \$10,000.00 as liquidated damages; the actual damages which would be suffered by Landlord in such event being impossible to ascertain as of the date hereof, but the agreed upon amount being a reasonable estimate thereof. Each provision of this Lease shall be construed in a manner as to give it the fullest legal force and effect possible. To the extent any provision is held to be unenforceable or invalid, the unenforceability or invalidity of such provision shall not affect the enforceability or validity of the remaining provisions of this Lease. No waiver of any provision of this Lease shall be deemed or shall constitute a waiver of any other provision hereof, or shall constitute a continuing waiver unless expressly provided in writing by the Landlord. In the event of any breach of this Lease, and/or any litigation between Landlord and Tenant arising out of this Lease, the non-prevailing party shall pay to the prevailing party all reasonable costs and expenses, including but not limited to attorney fees, paralegal fees, filing fees and court costs, incurred by the prevailing party in connection with the litigation, which shall be payable on demand, and, if payable to Landlord, as Additional Rent, subject to all of Landlord's rights and remedies provided herein. This Lease may not be amended, modified, or varied except in a writing signed by both Landlord and Tenant. Landlord shall have the right, but not the obligation, at any time during the Term, to renovate the existing Shopping Center by performing any work that Landlord deems necessary, in its sole discretion, to modify and/or improve all or any of the following: storefronts, façades, canopies, lighting systems, Shopping Center identification signs, tenant identification signs, parking, roof, common areas and other similar items, including, but not limited, lease, sell, grant, or license space to occupants in the common areas. Under no circumstances shall Tenant have the right to act as Landlord's attorney-in-fact or use power of attorney to settle, litigate, or resolve any claims that could negatively impact Landlord unless agreed to in writing by both Tenant and Landlord. Tenant acknowledges and agrees that, at any time, Landlord is authorized to make all inquiries deemed necessary to verify the accuracy of Tenant's and/or guarantor(s)' financial status and to determine the credit worthiness of Tenant and/or any guarantor(s). Tenant authorizes Landlord to make inquiries to outside parties about Tenant's and/or guarantor(s)' credit experience. Tenant represents and warrants to Landlord that the individual(s) signing this Lease, or the individual(s) signing on behalf of the Tenant entity to this Lease, as applicable, has/have full authority to execute this Lease and bind Tenant.

29. PREPARATION: THIS IS A LEGAL DOCUMENT AND HAS BEEN PREPARED BY LANDLORD BUT HAS BEEN REVIEWED AND APPROVED BY TENANT. TENANT HAS HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL PRIOR TO EXECUTION, AND THUS THIS AGREEMENT SHALL NOT BE INTERPRETED IN FAVOR OF EITHER LANDLORD OR TENANT OR AGAINST EITHER LANDLORD OR TENANT MERELY BASED UPON THEIR EFFORTS IN PREPARING SUCH.

30. COUNTERPARTS & DIGITAL EXECUTION. This Lease may be executed in counterparts (each of which shall be deemed an original but all of which together shall constitute one and the same Lease) and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. In the event that any signature is delivered by: (i) by electronic signature pursuant to Electronic Signatures In Global and National Commerce Act ("E-SIGN") or The Uniform Electronic Transactions Act ("UETA"), or similar laws, regulations, or orders of such signature (including, without limitation, through software programs such as DocuSign); (ii) by e-mail delivery of a ".pdf" format data file, "JPEG" file, or similar imaging format; or (iii) through any other electronic transmission, then, in each case, each party acknowledges and agrees that such electronic signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such were an original thereof. Landlord, Tenant, and any other signatory party to this Lease waives any right to claim that such respective electronic signature does not create a valid and binding contract memorializing the parties' intents through such Lease's terms and conditions. The delivery of an executed copy hereof by Tenant shall be deemed an offer only, open for acceptance by Landlord solely upon execution and delivery of this Lease by Landlord and an agreement binding on Landlord shall not be deemed formed until such execution and delivery notwithstanding any reliance by Tenant on any oral or written or other statements from Landlord or any of its agents delivered via e-mail or otherwise. Tenant hereby acknowledges that it disclaims any such reliance.

31. OFAC. Tenant represents and warrants to Landlord that (i) neither Tenant, nor any person or entity that owns an equity interest in Tenant, nor any of Tenant's officers, directors or managing members is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 ("Executive Order") signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," or other governmental action, (ii) Tenant's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act"), and (iii) Tenant is currently in compliance and, throughout the Term of this Lease, Tenant shall comply with the Executive Order and with the Money Laundering Act and any other governmental requirement relating thereto. To the fullest extent permitted by Governing Law, Tenant shall defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees and related costs) incurred by Landlord arising from or related to any breach by Tenant of the foregoing representations in this Section; and the foregoing indemnity obligations shall survive the expiration or earlier termination of this Lease.

----- END OF GENERAL LEASE TERMS -----
(SIGNATURE PAGES TO FOLLOW)

EXHIBIT B – SIGN CRITERIA

SECTION I.

The content of all signs shall be limited to letters designating the Tenant name and/or type of store or business only (any such designation of the store type shall be by general descriptive terms and shall not include any specifications of the merchandise offered for sale therein or the services rendered therein) and shall contain no advertising devices, slogans, symbols or marks (other than the store name and/or type of store). Crests and corporate shield designs are not permitted.

SECTION II.

Landlord will provide an area on the building façade of appropriate size and location to Tenant's storefront. After having first obtained Landlord's written approval of Tenant's sign design (which submission shall include letter style and size) prepared in accordance with these criteria, Tenant will properly install a sign on the façade.

SECTION III.

The character, design, color, location and layout of all signs shall be subject to Landlord's prior approval. Requests for sign approval must be submitted to Landlord for approval prior to fabrication and shall include two (2) sets drawings each showing the following: (i) the storefront drawing with signage drawn to scale; (ii) section of sign indicating sign construction and means of attachment to storefront and shall indicate sign depth dimension and lease line plane; (iii) specific colors and materials to be used. Landlord will require fifteen (15) business days to review Tenant requests for sign approval. No deviation from the approved drawings will be permitted without resubmission for Landlord's approval. All signage submissions shall be sent to:

The Shopping Center Group LP
P.O. Box 1234
Wichita, KS, 66801
Email: theshoppingcenter@gmail.com

SECTION IV.

Excepting the signs specified in Section VI of this Exhibit, no occupant shall install more than one (1) sign.

SECTION V.

All signs shall be in accordance with the following requirements:

- (a) The sign lettering or any part thereof shall be located within the physical limits of the storefront of the Premises and must remain at least eighteen (18") inches away from the lease lines, and shall not exceed 75% of the area of the façade directly above the Premises. The top plane of the sign shall be in line with the other tenant signage.
- (b) No sign or any part thereof shall be located on the roof of the Premises.
- (c) Tenant's sign shall be individually lettered, channel-lighted, and mounted on a raceway, with the raceway painted the same color as the façade.
- (d) All signs shall be professionally fabricated and installed in compliance with all applicable codes, laws and regulations.

SECTION VI.

The fabrication, installation and operation of all signs shall be subject to the following restrictions:

- (a) All storefront signs must be internally illuminated and regulated by a timer or photocell.
- (b) No flashing, moving, flickering or blinking illumination or lights, animation or floodlight illumination nor any moving signs, rooftop signs, parapet signs, exposed neon or pylon signs shall be permitted.
- (c) No painted or printed signs, except one (1) non-illuminated, small scale "Signature Sign" or "store hours" sign, which is lettered on the glass portion of Tenant's store or required credit card signs, provided such sign does not exceed three inches (3") in height.
- (d) No outrigger signs shall be permitted, except one (1) pre-approved identification sign located beneath the canopy if permitted at the Shopping Center.
- (e) No sign will be installed without the written approval of Landlord.

SECTION VII.

At such time as Landlord prepares new sign criteria for the Shopping Center, Tenant will install a new sign to comply with such new criteria at Tenant's sole expense. If Landlord temporarily requires removal of Tenant's signs, Tenant shall be responsible for removal and reinstallation of signs.

SECTION VIII.

Tenant will have sole responsibility for compliance with all applicable codes, ordinances, building classifications, documents of record, rules and regulations. The plan review and approval conducted by Landlord is limited to adherence to Landlord's criteria and is not for code compliance.

FOR A COMPLETE UNDERSTANDING OF THE CODE REQUIREMENTS, TENANT SHOULD CONTACT LOCAL BUILDING OFFICIALS

EXHIBIT C - SHOPPING CENTER EXCLUSIVES AND USE RESTRICTIONS

The covenants and restrictions set forth in this Exhibit are excerpted from leases and agreements which are executed or in the process of being negotiated, which exclusive uses and/or prohibited uses encumber (or shall encumber) the Premises. Although set forth in terms of restrictions against Landlord, Tenant (including any assignee, subtenant, franchisee or other transferee of Tenant under the Lease) shall not use the Premises in any way which will violate (or cause Landlord to violate) any of the terms and/or conditions or other provisions of such exclusive or restrictive use provisions. Except as otherwise indicated below, defined terms used below shall have the meanings ascribed to the same in the subject agreement or document from which such provision is derived. In no event shall Tenant have the right to enforce any of the following provisions against Landlord or any other tenant or occupant of the Shopping Center.

Dollar General

Lessor covenants and agrees not to lease, rent, occupy, or allow to be occupied, any part of the Shopping Center premises, excluding existing tenants as of the date of this Lease, for the purpose of conducting business as or for use as a discount store; a variety or general merchandise store; a dollar or bargain store; a close out or odd lot store; a Family Dollar Store, Fred's, Dollar Tree, Variety Wholesale, \$.99 Only, Deals, or Dollar Bills; or, any store which sells substantially the same type merchandise as sold by a Dollar General ®Store.

Ichiban Asian Bistro

Landlord agrees not to enter into any lease for space in the Shopping Center expressly granting to any tenant as its primary use the right to operate as a restaurant devoting more than thirty percent (30%) of its menu items, in the aggregate, to the sale of Japanese-style food at the Shopping Center. This restriction shall not apply to (i) leases in effect at the time of execution of this Lease (including any assignment, renewal, expansion, extension, relocation or replacement of such tenant), (ii) any change of use where such occupant had rights to such change of use without Landlord's consent, whether by act or decision of a court of law or otherwise, (iii) any parcel of land which is not under Landlord's ownership and control, or (iv) any situation where unenforceable by Governing Law, or any of their successors, assigns, or replacements.

Rent A Center

Landlord agrees not to enter into any lease for space in the Shopping Center expressly granting to any tenant as its primary use the right to engage in a business which leases, markets, provides, rents with option to own and occasionally sells consumer durable goods (i.e., as an example, but not limited to, Aaron's ColorTyme, Bestway, etc.). This restriction shall not apply to (i) any tenant leasing greater than ten thousand (10,000) square feet of space in the Shopping Center, (ii) leases in effect at the time of execution of this Lease, or (iii) any parcel of land which is not under Landlord's ownership and control.

Tractor Supply

Landlord covenants and agrees not to sell, lease, rent, occupy or allow to be occupied, or otherwise transfer or convey all or any portion of the Restricted Property, as such term is defined below, for the purpose of selling or offering for sale those items which support a farm/ranch/rural/do-it-yourself lifestyle including: (a) tractor and equipment repair and maintenance supplies; (b) farm fencing; (c) livestock gates; (d) livestock feeding systems; (e) animal feed and health/maintenance products for pets or livestock (including but not limited to: dog, cat, bird, horse, cattle, goat, pig, fowl, rabbits, equine and livestock); (f) western wear and boots; (g) outdoor work wear (similar to and specifically including Carhartt products) and boots; (h) horse and rider tack and equipment; (i) bird feed, housing and related products; (j) lawn and garden equipment (including but not limited to, push/riding mowers, mow-n-vacs, garden carts, snow blowers, chippers and shredders, wheel barrows, and log splitters); (k) hardware; (l) power tools; (m) welders and welding supplies; (n) open and closed trailers; (o) 3-point equipment; and, (p) truck and trailer accessories (including truck tool boxes, and trailer hitches and connections) (the "Restricted Products"). Nothing contained in this Lease shall prevent any tenant on the Restricted Property from selling Restricted Products as an incidental part of its other and principal business so long as the total number of square feet devoted by such tenant to the display for sale of Restricted Products does not exceed five percent (5%) of the total number of square feet of space used for merchandise display by such tenant (including one-half (1/2) of the aisle space adjacent to any display area). Further, this covenant shall not apply to any business operated by Tenant, or any affiliate of Tenant. "Restricted Property" shall mean any property within ten (10) miles of the Demised Premises that is owned, controlled or developed by Landlord (or any entity in which Landlord, or an equity holder of Landlord, holds an equity or management interest) for commercial purposes, unless any such Restricted Property is purchased by Landlord after the Effective Date with an existing tenant that sells such Restricted Products, provided the uses of such existing tenants shall be subject to the following paragraph.

All permitted uses of other Shopping Center tenants that exist upon the Effective Date shall be excepted from this exclusive use restriction; provided, however, if any such tenants have the right, subject to Landlord's consent, to change their use or to assign or sublet, then Landlord shall withhold its consent if any such tenant seeks to change its use to, or assign or sublet to a transferee for, a use that would be prohibited by this exclusive use restriction.

7. Assignment by Landlord. Landlord may, without notice, assign this Guaranty in whole or in part and no assignment or transfer of the Lease shall operate to extinguish or diminish the liability of the Guarantor hereunder.

8. Tenant's Affiliates. Landlord may enter into leases with Affiliates of Tenant. As an inducement to Landlord entering into leases with Tenant's Affiliates: (a) Guarantor hereby unconditionally and irrevocably subordinates all payments due or to become due by Tenant by reason of any and all debts and other obligations, including the obligation to pay salaries or other compensation, and (b) Guarantor, Tenant and Tenant's Affiliates shall not receive or collect any payments, dividends, disbursements, distributions, contributions or any other sums from Tenant or Tenant's Affiliates at any time after an Event of Default has occurred under the Lease or any other lease between Landlord and: (i) Tenant; (ii) any Affiliate of Tenant; (iii) Guarantor; or (iv) any Affiliate of Guarantor.

9. Representations, Warranties and Covenants. Guarantor hereby represents, warrants and covenants to Landlord as follows:

(a) Change in Financial Condition. The financial statements of Guarantor provided to Landlord prior to Landlord's agreement to enter into the Lease present fairly the consolidated financial condition of Guarantor as of the date of execution of the Lease; such financial statements have been prepared in conformity with generally accepted accounting principles applied on a consistent basis; and as of the date of this Guaranty, there has occurred no material adverse change in the financial condition of Guarantor since the date of such financial statements.

(b) Proceedings. There is no action, suit, litigation or proceeding pending or, to the knowledge of Guarantor, threatened against the Tenants, Guarantor, or the Premises that could reasonably be expected to have a material adverse effect on the financial condition of Guarantor or its ability to execute or deliver, or perform its obligations under, this Guaranty.

(c) Financial Statements. Guarantor shall provide Landlord and any mortgagee (as defined in the Lease), not later than May 31 each year, either (i) copies of Guarantor's actual tax returns filed with the Internal Revenue Service regarding the previous fiscal year, or (ii) annual financial statements prepared in accordance with GAAP, consistently applied, audited or reviewed by an independent certified public accountant.

10. Miscellaneous

(a) No Waiver. All of Landlord's rights and remedies under the Lease and under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. The failure of Landlord to enforce any of the respective rights or remedies hereunder, or to promptly enforce any such rights or remedies, shall not constitute a waiver thereof nor give rise to any estoppel against Landlord nor excuse any of the parties hereto from their respective obligations hereunder. Any waiver of such right or remedy must be in writing and signed by the party to be bound and must expressly state that such right or remedy has been or thereby is waived.

(b) Authority. Guarantor represents and warrants to Landlord that: (i) the execution and delivery of this Guaranty has been lawfully executed and constitutes Guarantor's valid and legally binding agreement in accordance with its terms; (ii) the making of this Guaranty does not require any vote or consent of any third party, nor does it violate any covenants, terms or agreements previously entered into by Guarantor; and (iii) Guarantor is an interest holder in Tenant. Guarantor hereby acknowledges and agrees that the Lease to Tenant is a direct material benefit to Guarantor, and that Landlord would not enter into the Lease without the benefit of this Guaranty.

(c) Successors and Assigns. This Guaranty shall be legally binding upon Guarantor and its successors and assigns (but in the event of an assignment, Guarantor shall not be relieved of its obligations hereunder) and shall inure to the benefit of Landlord and its successors and assigns. Guarantor hereby waives any acceptance of this Guaranty by Landlord and this Guaranty shall immediately be binding upon Guarantor.

(d) Governing Law. This Guaranty shall be governed by the laws of Kansas state without regard to conflicts of laws principles thereof.

(e) Reasonable Attorney's Fees. As used herein, the term "**Reasonable Attorney's Fees**" shall mean reasonable attorney's fees actually incurred (based on the actual number of hours worked by outside legal counsel and paralegals multiplied by their usual and customary hourly rates then in effect) and actual out-of-pocket legal expenses.

(f) Invalidity. The invalidity or unenforceability of any term herein shall not affect the validity or enforceability of any other term.

(g) Waiver of Jury Trial. TO THE EXTENT ALLOWED BY APPLICABLE LAW, GUARANTOR AND LANDLORD HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER OF THEM OR THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD'S ACCEPTING THIS GUARANTY.

(h) Terms. All capitalized terms used but not defined herein shall have the meaning designated to them in the Lease unless otherwise set forth herein.

(i) Survival. This Agreement shall be deemed to be continuing in nature and shall remain in full force and effect and shall survive the exercise of any remedy by Landlord under the Lease.

(j) No Subrogation; No Recourse Against Landlord. Notwithstanding the satisfaction by Guarantor of any liability hereunder, Guarantor's rights of subrogation, contribution, reimbursement or indemnity, if any, or any right of recourse to or with respect to the assets or property of Tenant, shall be subject and subordinate to the rights of Landlord. Guarantor expressly agrees not to exercise any and all rights of subrogation against Landlord.

(k) Amendment; Severability. Any amendments or modifications to this Guaranty, in order to be effective, shall be in writing and executed by Landlord and Guarantor. A determination that any provision of this Guaranty is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Guaranty to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.