

1. **LEASE DATE AND RESPONSIBILITIES**
For and in consideration of the rents, covenants and agreements contained herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Landlord leases to Tenant, Tenant accepts from Landlord, the Premises described above, and any riders, supplements, addenda and exhibits which are made a part of this Lease, dated January 1, 2024.

2. **DEFINITIONS**

- (A) "Additional Rent" shall mean all sums, charges or amounts of whatever nature (other than Base Rent) to be paid by Tenant in accordance with the provisions of this Lease and any addenda including, but not limited to, taxes, water, electric security deposits, insurance premiums, repairs, and security services, whether or not such sums, charges or amounts are referred to as "Additional Rent." Landlord shall have the same remedies for default in the payment for Additional Rent as for default in payment of Base Rent.
- (B) "Base Rent" shall mean the minimum rent due as set forth in Paragraph 5.
- (C) "Common Area Maintenance" (CAM) shall mean Tenant's pro rata share of the cost to maintain, clean or repair the common areas and amenities of the Premises as set forth in Paragraph 7.
- (D) "Improvements" shall mean any equipment, device, capital improvement or replacement to Landlord's Premises (i) required to achieve economies in operating, maintaining and/or repairing the Premises; (ii) required by any governmental authority, board or agency having jurisdiction over Landlord's Premises; or (iii) recommended or required by any insurance carrier in connection with provisions of insurance for Landlord's Premises.
- (E) "Landlord" shall mean the party named above as Landlord and any subsequent person(s) who succeeds to the rights of Landlord herein, each of whom shall have the same rights and remedies as he would have possessed had he originally signed this Lease as Landlord.
- (F) "Operating Expenses" shall mean all expenses incurred in operating, maintaining, managing and repairing the building, land and all improvements, fixtures and equipment located thereon, including but not limited to sidewalks, parking areas, driveways and landscaping as set forth in Paragraph 7.
- (G) "Real Property Taxes" shall mean all ad valorem, real property, personal property or similar taxes, charges and assessments whether general, special or otherwise, which are levied, assessed or imposed during the Term by any governmental authority upon Landlord's Premises or any other property of Landlord, real or personal, located on Landlord's Premises, and any increase or decrease thereof. "Real Property Taxes" shall also include any tax that shall be levied or assessed in addition to, or in lieu of, such real or personal property taxes. It shall not include federal, state or local income taxes, any franchise, estate or inheritance tax, any real estate transfer, documentary or intangible tax imposed by reason of sale or financing on Landlord's Premises.
- (H) "Rent" shall mean the total sums due and payable to Landlord.
- (I) "Tenant" shall mean the party named above as Tenant, as well as its or their respective heirs, personal representatives, successors and assigns, each of which shall be under the same obligations, liabilities and disabilities, and have only such rights, privileges and powers as he would have possessed had he originally signed this Lease as Tenant.

3. **STARTING AND ENDING DATES OF LEASE (also called "Term")**

(A) The Commencement Date shall be (select one):

- Substantial Completion: _____
 Occupancy Date: _____
 Signing Date: _____
 Rent Commencement Date: _____

Other: **Tenant has been in place for many years**
Tenant's failure to take possession of the Premises for any reason when possession is delivered by Landlord shall not delay the Commencement Date.

- (B) The Term of this Lease shall begin on the Commencement Date and expire on December 31, 2028 ("Expiration Date"). This date in subsequent years shall operate as the renewal date, if any.
- (C) As used in this Lease, Substantial Completion shall mean that Tenant may utilize the Premises for Tenant's proposed use without material interference with Tenant's business activities.

4. **RENEWAL TERM**

- (A) This Lease will renew as indicated below unless proper notice to terminate is given. In the event that the Lease is not renewed for any reason whatsoever, and Tenant does not vacate the Premises as set forth herein, Tenant will be considered a "hold over Tenant" and the provisions of Paragraph 32 shall apply.
- (B) **Option 1 - Automatic Termination**
This Lease will automatically terminate at the expiration of the Term unless Landlord and Tenant enter into a written extension or renewal of the Lease prior to the last day of the Term ("Renewal Term").
- (C) **Option 2 - Automatic Renewal**
- If neither party terminates this Lease as set forth herein, this Lease will automatically renew for additional month(s) (3 if not specified) OR additional year(s) (1 if not specified) ("Renewal Term").
 - It is hereby mutually agreed that either party may terminate this Lease by providing written notice to the other party no later than _____ days (90 if not specified) prior to the expiration of the Term or any subsequent Renewal Term.

60 Tenant Initials: T.M.

CL Page 2 of 13

Landlord Initials: [Signature]