GA TERMINAL SPACE LEASE AGREEMENT

THIS INDENTURE OF LEASE, made and entered into this day by and between the CITY OF JOPLIN, MISSOURI, a Municipal Corporation, (hereinafter called "LESSOR") and RLS Rental Company DBA Mizzou Aviation, located at 5497 Dennis Weaver Drive, Joplin, MO 64801 (hereinafter called "LESSEE"),

WITNESSETH:

That in consideration of the mutual promises and agreements herein contained, Lessor does by these presents, RENT, LEASE and LET unto Lessee, and Lessee hereby leases the premises described on the attached Exhibit "A", specifically the 3,775 square feet of space referenced as Aviation Ramp Side Area and 2,000 square feet of space referenced as South General Use Area in the General Aviation Terminal Building with a total of 5,775 square feet, attached hereto and incorporated herein by reference, hereinafter referred to as the "demised premises" upon the following terms and conditions:

1. Term. The term of this lease shall be for five (5) years, beginning the _____ day of _____ 2021.
2. Option to Extend. Lessee shall have the option to renew this Lease upon the same terms and conditions for three (3) consecutive five (5) year terms following initial term with the exception that the rent shall increase two percent (2%) per month through the additional terms as shown in the Base Rental Fee Schedule. Lessee shall be required to give Lessor, in writing, not less than thirty (30) days' notice prior to the expiration of the initial term of intent to exercise each option for a renewal term.
3. Rent. As compensation for its use of the demised premises, Lessee does covenant, promise, and agree to pay to Lessor during the term of this Lease:
    a. Base Rental Fee Schedule

Year	Contract Year	Rate/sq. ft./yr.	Monthly Payment
2021-2022	1st ½ of first year	$0.42	$2425.50
	2nd ½ of first year	$0.75	$4331.25
2022-2023	2	$0.75	$4331.25
2023-2024	3	$0.75	$4331.25
2024-2025	4	$.075	$4331.25
2025-2026	5	$0.75	$4331.25
2026-2027	6	$0.77	$4446.75
2027-2028	7	$0.77	$4446.75
2028-2029	8	$0.77	$4446.75
2029-2030	9	$0.77	$4446.75
2030-2031	10	$0.77	$4446.75
2031-2032	11	$0.79	$4562.25
2032-2033	12	$0.79	$4562.25
2033-2034	13	$0.79	$4562.25
2034-2035	14	$0.79	$4562.25
2035-2036	15	$0.79	$4562.25
2036-2037	16	$0.81	$4677.75

2037-2038	17	$0.81	$4677.75
2038-2039	18	$0.81	$4677.75
2039-2040	19	$0.81	$4677.75
2040-2041	20	$0.81	$4677.75

b. In addition to the base rent, Lessee agrees to pay an additional percentage rate equal to 3% of total annual gross sales from the restaurant in excess of the breakpoint during each fiscal year. The breakpoint is referred to hereinabove shall be Two Hundred Eighty Thousand and 00/100 dollars ($280,000.00) to be calculated based on a twelve (12) month fiscal year to begin upon restaurant opening. Lessee shall remit a true and accurate report to detailing the restaurant monthly gross sales beginning with the first day of restaurant opening and ending twelve (12) months following restaurant opening; to accompany the percentage payment.

c. The base rate rent is payable on or before the first day of each month and shall be prorated for the first month if the lease begins before the first of the month. Percentage rate is payable on or before 60 days following the end of each restaurant fiscal year.

4. Use. The demised premises named Aviation Ramp Side Area and South General Use Area of the General Aviation Terminal Building at the Joplin Regional Airport as shown in exhibit 'A'.
5. Compliance. Lessee shall comply with all governmental laws, ordinances, and regulations applicable to the use of the demised premises and shall comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances caused by Lessee in or upon or connected with the demised premises, all at Lessee's sole expense. Lessee agrees not to store any hazardous waste or materials that includes, but is not limited to, pathological waste, explosive waste, pesticides, pesticide containers, and toxic or radioactive materials, or as defined by the State of Missouri Department of Regulation or by any future legislative action or by federal, state, or local law.
6. Exoneration of Lessor. Lessor shall in no event be liable to Lessee for any damage to person, property, or effects, resulting from or on account of breakage, leakage, or destruction by water, gas, or soil pipes, or the roof, water pipes, water conduits, or other leakage or overflow in or about the leased premises, nor for any such damage, loss or injury to persons or property, suffered on, in or about the premises by reason of any present, future, latent or other defects, in the form, character or condition of said premises or any part thereof.
7. Lessee's Obligation to Maintain.
    a. Lessee shall at his expense throughout the term of this Lease Agreement, take good care of the leased premises and keep the leased premises in a good and safe condition. At the end or other termination of this Lease Agreement, Lessee shall deliver up the leased premises with all improvements located thereon, in good repair and condition, reasonable wear and tear or acts or omissions of Lessor excepted.
8. Mechanic's Lien. Lessee shall not do or suffer anything to be done whereby the demised premises, or any part thereof, may be encumbered by a mechanic's or similar lien, and if whenever and as often as any mechanic's or other similar lien is filed against the demised premises or any part thereof on account of any labor performed or materials or services furnished in connection with any work in or about the demised premises or the said building

done by, for or under the authority of Lessee or anyone claiming by, through or under Lessee, Lessee shall cause the same to be discharged of record within ten (10) days after the date of filing thereof.

9. Prohibited Use. Lessee shall not permit the demised premises to be sued for any illegal or immoral purpose or any purpose which would render the insurance thereon void.
10. Inspection. Lessor and its agents and representatives shall have the right to enter and inspect the demised premises at any time during normal business hours for the purposes of ascertaining the condition of the demised premises or in order to make such repairs as may be required to be made by the Lessor under the terms of this Lease. Lessor shall give no less than twenty-four (24) hours' notice of any inspection.
11. Utilities. Lessor shall pay for all utilities used on the demised premises, but shall not be responsible for phone, internet or cable service which shall be the responsibility of the Lessee, if any.
12. Assignment and Subletting. Lessee shall not assign or sublet the whole or any part of the demised premises, without the written consent of the Lessor, which said consent shall not be unreasonably withheld.
13. Renter's Insurance. During the term of this Lease and any extension thereof, Lessee at his option, shall procure and maintain a policy of renter's insurance for damage or destruction to personal property within the demised premises, and Lessee agrees that Lessor has no obligation to insure or reimburse for Lessee's damage or loss under any circumstance.
14. Damage to Premises. In the event of partial damage or destruction to the leased premises, Lessor will timely replace and repair the damage premises to a like or similar condition as the premises was prior to the damage, and if Lessee has to move its operations while repairs are made, Lessee will receive a rent abatement until the repairs are completed until such time Lessee can move back in and conduct its operations. In the event of a total loss to the premises, Lessor's obligation to replace the improvements shall be determined by the City and subject to the approval of the Joplin City Council, and during this time, Lessee shall receive a rent abatement. Lessor agrees to involve Lessee in the decisions regarding any such repair or replacement.
15. Indemnification. To the fullest extent permitted by law and excepting City's own negligence, Lessee shall save and hold City harmless from and against all suits or claims against City that may be based upon any injury or alleged injury to any person or property that may occur, or that may be alleged to have occurred, in the course of the performance of this Lease by Lessee, its employees and agents, whether such claims shall be claimed that the alleged injury was caused through any act or omission of Lessee, its employees and agents, and Lessee shall, at its own cost and expense, pay all charges of attorneys and all cost and other expenses arising therefrom, or incurred in connection therewith, and if any judgment shall be rendered against City in any such action or actions, Lessee shall, at its own cost and expense, satisfy and discharge the same. City shall give Lessee prompt notice of threat or institution of any such suit or claim.
16. Insurance. The Lessee shall provide liability insurance during the term of this Agreement, issued by an insurance company authorized to do business in the State of Missouri, covering the Lessee, its agents, employees and invitees, in the amount of Three Million Dollars ($3,000,000.00) for Combined Single Limit for Personal Injury or Property Damage. Such insurance shall be evidenced by filing with the City an Insurance Certificate, and providing that

such policy shall not be cancelled without thirty (30) days written notice to the City. The City shall be added as an additional insured on the policy.

17. Events of Default. The following events shall be deemed to be events of default of the Lessee under this Lease:
    a. Lessee shall fail to pay any installment of the rent hereby reserved and such failure shall continue for a period of ten (10) days from written notice thereof.
    b. Lessee shall fail to comply with any terms, provisions, or covenants of this Lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.
    c. If the Lessee shall become insolvent or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors.
    d. If the Lessee shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or if the Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee hereunder.
    e. A receiver or trustee shall be appointed for all or substantially all of the assets of the Lessee.
    f. Lessee shall desert or vacate any substantial portion of the premises.

    Upon the occurrence of any such event of default, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

    (a) Terminate this Lease, in which event, Lessee shall immediately surrender the premises to Lessor, and if Lessee shall fail so to do, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the leased premises and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim or damage therefore; and Lessee agrees to pay Lessor, on demand, the amount of all loss and damage which Lessor may incur by reason of such termination, whether through inability to re-let the premises on satisfactory terms or otherwise.

    (b) Enter upon and take possession of the leased premises and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, and do whatever Lessee is obligated to do under the terms of this Lease, and Lessee agrees to reimburse Lessor on demand for any expense which Lessor may incur and thus affecting compliance with the lessee's obligations under this Lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to the Lessee from such action, whether caused by negligence of Lessor or otherwise. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies hereby provided or any other remedy provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions, and covenants herein contained.

18. Surrender of Premises. Upon the expiration of other termination of the term of this Lease Agreement, Lessee shall quit and surrender to Lessor the demised premises, together with all

buildings and improvements thereon, broom clean, in good order and condition, ordinary wear and damages by elements expected. Lessee shall remove all Lessee's personal property not affixed to the premises as directed by Lessor, and failing to do so, it is agreed Lessee shall have abandoned said property and same shall become property of the Lessor. All improvements made by Lessee during the term of the Lease shall become the property of Lessor upon termination of the Lease.

19. Binding Upon Successors. All rights herein shall inure to the benefit of the successors and assigns of Lessor and Lessee.
20. Attorney Fees. If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account if any breach of or to reinforce or interpret any of the covenants, terms or conditions of this Lease, or for the recovery of the possession of the demised premises, the City shall be entitled to recover from the other party its reasonable attorney fees, the amount of which shall be fixed by the Court and shall be made a part of any judgement or decree rendered.
21. Entire Agreement. This Lease embodies the entire agreement between the parties with respect to Lessor's leasing the premises to Lessee. There are no representations between the parties with conditions or agreements between the parties pertaining to leasing the premises which are not herein contained. The terms, provisions, covenants, and conditions contained in this Lease shall apply to, and inure to benefit of, and be binding upon the parties hereto and their respective heirs, successors in interest, and legal representatives, except as otherwise herein expressly provided.
22. Venue, Jurisdiction and Choice of Law. Lessor and Lessee agree that this lease shall be governed by Missouri law, and venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri or United States District Court, Western District of Missouri.
23. Common Area. Lessee shall have use of the common area, as defined and outlined in orange on Exhibit A, for access to the demised premises and the use of the bathrooms in the common area. Lessor is responsible for maintenance of the common area and restrooms.
24. Reciprocal Covenant of Quiet Enjoyment. Lessee understands and agrees that other tenants will occupy other space in the Building and improvement at the premises. Tenant agrees to conduct its operations free from excessive noise or disturbance to the other tenants, and not to enter upon the other tenant's portion of the premises. All tenants shall share the parking area for the premises, and if they are unable to agree on parking arrangements for shared use, the Lessor will make such determinations.

IN WITNESS WHEREOF, the parties have hereunto set their hands to the Contract, that day and year first above written.

LESSOR Nicholas Edwards, City Manager

City of Joplin Missouri

Attest:

By_____

By_____

Barbara Gollhofer, City Clerk

Approved as to Form:

By_____

Peter Edwards, City Attorney

LESSEE

RLS Rental Company DBA Mizzou Aviation

By_____

Wayne Adolphsen, Owner