

COMMERCIAL LEASE AGREEMENT

Fundamental Terms

Effective Date: July 1, 2021

Landlord: Gubler Development, LC

Address: 83 South 2600 W #4

Email: gubpt@msn.com

City: Hurricane

State: Utah

Zip: 84737

Phone 4356194353

Tenant: RRCI (Empowered People with Disabilities) State of Organization Utah

Address: 168 N. 100 E., Suite 101 St. George, Utah 84770

Email: brenda@rrci.org

City St. George,

State: UTAH Zip 84770

Phone (435) 673-7501

LEASED PREMISES

Consisting of approximately (1) ROOM +/- 121 SF Building located at

Property Address: 83 South 2600 West Suite 201 #4

City: Hurricane

State: Utah

Zip: 84737

LEASE DATE AND TERMS

Leased Commencement Date JULY 1ST 2021

Lease Expiration Date JULY 1ST 2022

RENT

Monthly Base Rent \$300.00 (Three Hundred Dollars) pd the 5th of each month)

CAM Fees \$ 0 Per Month Paid By _____

Property Taxes \$ 0 Per Month Paid By _____

Security Deposit \$600.00

Utilities and Internet paid for by the Landlord

Rent Adjustments 3% per year.

Renewal Options

Tenant is granted **Two** Renewal option terms of **One** year each.

Authorized use _____

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Lease" or "Lease Agreement") is made and entered into as of the Effective Date set forth in the Commercial Lease Agreement Fundamental Terms (the "Fundamental Terms") which is incorporated herein by this reference, by and between the Landlord and Tenant as also identified in the Fundamental Terms.

RECITALS

- A. Landlord is the owner of commercial property identified in the Fundamental Terms and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property");
- B. Tenant desires to lease from Landlord and Landlord desires to Lease to Tenant either a portion of the property, or, all of the property, as identified in the Fundamental Terms as the Leased Premises, and more particularly described in Exhibit B, attached hereto and made a part hereof (the "Leased Premises")
- C. All of the terms and definitions of the Fundamental Terms are expressly incorporated herein by reference.
- D. The parties desire to enter into this Lease Agreement in order to define their respective rights, duties, obligations and liabilities relating to the Property and the Leased Premises.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the parties agree as follows:

1. **LEASED PREMISES:** The Landlord hereby leases to Tenant, and Tenant takes as Tenant from Landlord all of the property defined as the Leased Premises. The Tenant acknowledges and agrees that the Leased Premises may be part of a larger development, building or complex owned by the Landlord and/or a third party. If so, in addition to the terms hereof, the Tenant expressly agrees to abide by all of the rules, regulations and restrictions applicable to the Leased Premises as part of the larger development, building or complex. The number of square feet in the Fundamental Terms is an approximation and Rent shall not be adjusted for inconsistencies in the referenced number of square feet.
2. **LEASE DATE AND TERM:** The term of this Lease shall begin on the Lease Commencement Date set forth in the Fundamental Terms, and end on the Lease Expiration Date. For any partial months, rent shall be paid for the fraction of the month in proportion to the monthly rental rate as hereafter provided. Use of the word "term" in this Lease shall include the initial term and any renewals or extensions thereof, unless the context requires otherwise.
3. **RENT:**
 - 3.1 **Base Rent.** Tenant agrees to pay to Landlord as base rent, without deduction, prior notice or demand, at the address specified in this Lease or at such other place as Landlord may from time to time designate in writing, monthly rent in the amount set forth as Base Rent in the Fundamental Terms. Said sum to be payable in lawful money of the United States, payable in advance on or before the fifth (5th) day of each calendar month during the term of the Lease. Upon the execution of this Lease, Tenant shall pay to Landlord an amount equal to the first month's rent as well as all other fees included on the Fundamental Terms as Due Upon Signing. Except for a portion of the Security Deposit, all amounts paid hereunder shall be fully non-refundable except in the event of a material breach by the Landlord.
 - 3.2 **Security Deposit.** Upon the execution of this Lease, Tenant shall deposit with Landlord a security deposit in the amount indicated in the Fundamental Terms as the Security Deposit. The Security Deposit shall be held as security by Landlord for the faithful performance of Tenant's covenants herein until the end of the Lease term, at which time, said Security Deposit shall be returned to Tenant, without interest thereon, subject to Tenant's full performance of the terms and conditions of this Lease. Upon failure of Tenant to make any payments, including unpaid rent, or to perform as provided herein, Landlord may apply the security deposit toward satisfaction of any payments or performance and/or for effecting any repairs, damage, or restoration of the Leased Premises. In the event that the Security Deposit is wholly

or partially depleted during the term of the Lease, Tenant shall immediately deposit with Landlord that amount necessary to fully replenish the amount of the Security Deposit held by Landlord. Unless otherwise agreed by Landlord in writing, Tenant shall be precluded from applying any portion of the Security Deposit to any rental period, including the last month's rent.

3.3 Late Charges. In the event Tenant shall fail to pay any rent obligation (including any additional rent due hereunder) by the fifth (5th) day of any calendar month, a late charge of eight percent (8%) of the delinquent rent obligation shall be additional rent, added to the base rent due, and shall be paid to the Landlord in addition to the base rent due. Rent shall bear interest from the date said sums are due until paid, before and after judgment, at the lesser of eighteen percent (18%) per annum or the maximum interest rate permitted by the laws of the state in which the Property is located.

3.4 Rent Adjustments. Commencing on the first anniversary of the Lease Commencement Date, and on each anniversary thereafter, the monthly base rent may be increased by Landlord by the percentage listed as the Rent Adjustment as set forth in the Fundamental Terms. The Consumer Price Index shall refer to the annual percentage increase in the U.S. City Average Consumer Price Index for All Urban Consumers published by U. S. Department of Labor, Bureau of Labor Statistics, or such comparable price index shall be in used if the Price Index ceases to be published.

3.5 Additional Rent. All taxes, CAM Fees, Utilities and other charges, costs and expenses that Tenant assumes or agrees to pay as indicated in the Fundamental Terms, together with all interest and penalties that may accrue thereon in the event of the failure of Tenant to pay those items, and all other damages, costs, expenses, attorney's fees and other sums that Tenant may suffer or incur, or that may become due, by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this Lease shall be deemed to be additional rent, and, in the event of nonpayment, Landlord shall have all the rights and remedies against Tenant as herein provided for failure to pay rent.

4. RENEWAL OPTIONS: Subject to the condition that Tenant not be in default under this Lease, Tenant is granted the option to renew this Lease as indicated in the Fundamental Terms. Upon the exercise of each extension granted to the Tenant the Base Rent and all other charges may be increased according to the Rent Adjustments Section set forth above shall apply as measured from the original Lease Commencement Date. However, Tenant shall provide Landlord with written notification of its intent to exercise each option no less than two (2) months prior to the expiration of the expiring initial term or renewal period. Any failure of the Tenant to provide the foregoing notice shall constitute the Tenants express waiver of its rights to extend the term of this Lease Agreement.

5. PROPORTIONAL COMMON AREA MAINTENANCE AND ASSESSMENTS: Except for CAM Fees which are to be paid by the Landlord as indicated in the Fundamental Terms, the Tenant hereby agrees to pay directly, or reimburse the Landlord at the Landlord's discretion, all CAM fees as set forth in the Fundamental Terms as follows:

5.1 CAM Fees shall mean all expenses incurred for the operation and maintenance of the Common Area Facilities located on the Property and actually used or available for use by Tenant and the employees, agents, customers, and other invitees of Tenant.

5.2 CAM Fees shall include, but are not limited to, common utility expenses for water, sewer, garbage removal, electricity, and fire, casualty and/or all risks insurance, vandalism insurance, general liability insurance for common areas, common signs, security, costs common to parking lot maintenance and exterior concrete, landscaping maintenance, property management, and reasonable administrative fees.

5.3 Landlord or the owners' association, if applicable, shall calculate Tenant's proportional share of the estimated CAM Fees as the total CAM Fees multiplied by the number of square feet referenced as the Leased Premises in the Fundamental Terms divided by the Total Leasable Square Footage of the Property. Non-rentable square footage and common areas shall not be considered for the purposes of this calculation.

5.4 CAM Fees are estimated to be in the amount set forth in the Fundamental Terms on a monthly basis. To the extent that Tenant is responsible for the CAM Fees as indicated on the Fundamental Terms, CAM Fees shall be paid monthly by

Tenant to Landlord as additional rent on the same due date of base rent. Tenant and Landlord agree to reconcile any shortage or surplus in actual CAM Fees at the end of each calendar year. In the case of a deficiency, Tenant shall promptly remit the amount of such deficiency to Landlord. In the case of any surplus, Landlord shall apply said surplus to payments next falling due from Tenant. Tenant shall have the right to require reasonable proof or statements of CAM Fees. Thereafter, Tenant will be assessed a proportionate share of CAM Fees based on the previous year's actual expenses.

6. PROPORTIONAL SHARE OF PROPERTY TAXES AND ASSESSMENTS: Landlord shall pay, when they are due, all property taxes and assessments levied or imposed against the Property by any Federal, state, municipal or other governmental authority. Then if indicated in the Fundamental Terms above, the Tenant shall reimburse Landlord for its proportional share of all taxes as described as follows:

6.1 Landlord shall calculate Tenant's proportional share of the Estimated Property Taxes and Assessments as the total Property Taxes and Assessments multiplied by the number of square feet referenced as the Leased Premises in the Fundamental Terms divided by the Total Leasable Square Footage of the Property. Non-rentable square footage and common areas shall not be considered for the purposes of this calculation.

6.2 The Tenants Estimated share of Property Taxes and Assessments are set forth in the Fundamental Terms on a monthly Basis. Tenant shall make monthly payments equal to the most recent property tax assessment divided by twelve. These monthly payments are due on the same due date as the monthly rental payments referenced herein. Tenant hereby agrees that as of this signing, the current obligation is the amount set forth in the Fundamental Terms, which sum shall be credited toward the Tenant's reconciled share of property taxes and assessments. Tenant and Landlord agree to reconcile any shortage or surplus in actual property taxes and assessments at the end of each calendar year. Tenant may request written evidence of actual property taxes in the form of a copy of the tax assessment or tax notice. In the case of a deficiency, Tenant shall promptly remit the amount of such deficiency to Landlord. In the case of any surplus, Landlord shall apply said surplus to payments next falling due from Tenant. The monthly sum to be paid by Tenant for property taxes and assessments shall be adjusted effective January 1st of each year during the term of this Lease for that year's estimated property taxes and assessments. If Tenant fails to pay any of such taxes, charges or other impositions when due, Landlord may pay the same as set forth herein and recover any amounts paid, plus interest and collection costs as provided herein.

7. AUTHORIZED USE:

7.1 Tenant shall use the Premises for the purpose(s) described in the Fundamental Terms, and for no other purpose(s) whatsoever. Tenant shall not permit any act, sale, or storage of materials on the Premises that may be prohibited by law, ordinance, order or rule, or under any insurance policy relating to the Property, whether maintained by Landlord or Tenant.

7.2 No use of the Leased Premises or Property will be permitted which will result in (i) waste on the Leased Premises or Property, (ii) a public or private nuisance that may disturb the quiet enjoyment of other tenants occupying any part of the Property, (iii) improper, unlawful, or objectionable use, including sale, storage, or preparation, of food, alcoholic beverages, or materials generating an odor on the Property, (iv) noises or vibrations that may disturb other tenants, or (v) storage or placement of contaminants (contaminant being defined to mean (a.) waste, (b.) toxin, (c.) pollutant, (d.) hazardous substance, as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended by 42 U.S.C. 9601, Seq., in applicable state and local statutes, (e.) any hazardous waste as defined in the Resource Conservation and Recovery Act as amended, in applicable state statutes and local ordinances, (f.) toxic substances, (g.) special waste, (h.) petroleum or petroleum-derived substances or waste, (i.) hazardous or toxic materials, and (j.) by way of inclusion and not limitation, used fuel, Freon and antifreeze or (k.) any constituent of any of the above contaminants.) Tenant shall comply with all federal, state, and local regulations, statutes, and ordinances pertaining to use and occupancy of the Leased Premises. Tenant shall not permit the Leased Premises to be occupied for any purpose deemed disreputable or extra hazardous, or otherwise in violation of law.

8. CONTINGENCY REGARDING USE: This Lease is contingent upon there being no local, state or federal restrictions, covenants, laws, ordinances, rules or regulations, which would prohibit Tenant from using the Leased Premises for the authorized use described herein. Failure to provide written notice to Landlord of violations of this provision within 30 days after the commencement date shall constitute waiver of Tenant's right to terminate this Lease under this provision.

9. NO SMOKING AND NO ANIMALS: Smoking and animals are not permitted within any building located on the Property. Tenant shall not permit or allow smoking in the Leased Premises and shall take reasonable steps to prevent smoking in any building included within the Leased Premises, by Tenant's employees, agents, partners, members, contractors, invitees, licensees, clients, or guests.

10. REPAIR AND MAINTENANCE:

10.1 Tenant agrees to make all necessary repairs to the interior of the Leased Premises and maintain the interior in good condition and repair. Tenant shall be responsible for all repairs resulting from damage, abuse, or neglect by its employees, invitees, clients, or guests. Tenant shall be responsible for all repairs not specifically included herein as a responsibility of the Landlord.

10.2 In the event of a repair to the heating, ventilation, and air conditioning system, Tenant shall be responsible for the first \$400 of the repair per occurrence. If the repair exceeds \$400, the Landlord shall be responsible for the remainder of the cost, so long as the work has been pre-approved by the Landlord in writing. Tenant shall pay for 100% of the repair or replacement costs resulting from a failure to replace the air filters as required. Tenant agrees to change all air-filters every other month.

10.3 Landlord shall make all repairs to the exterior shell structure of the building, including repairs to the roof, walls, floor joists, and foundation. Landlord shall make all repairs to the sidewalks, parking surface areas, and common space, if such repairs are not part of the common area maintenance and/or are not part of tenant-paid tenant-improvements. Landlord shall also be responsible for the repair and maintenance of interior-wall electrical and interior-wall plumbing repairs not a part of tenant-paid tenant improvements. Landlord shall maintain the exterior of the building and adjacent areas in good condition and repair. Landlord shall not be obligated to repair any damage or defect until receipt of written notice from Tenant of the need of repair, and after such notice is given, Landlord shall have a reasonable time in which to make such repairs. Tenant shall be responsible for any tenant improvements or modifications required by the City or other governmental agency.

10.4 The Tenant shall replace lightbulbs and ballasts as needed and furnish janitorial services at its expense for the Leased Premises. Tenant agrees to change all air-filters every other month.

10.5 Notwithstanding any other provision of this Lease to the contrary, Landlord shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description, whatsoever, to the Property, Leased Premises or improvements thereon, if the same are required due to the negligence, misuse or abuse of Tenant, its agents, employees or invitees. Under such circumstances, the obligation to repair, replace or renew shall be Tenants, and shall include any costs and expenses related thereto.

11. INSURANCE:

11.1 Insurance Companies. It is agreed that all policies of insurance to be maintained in force by the respective parties hereto shall be obtained from good and solvent insurance companies that are duly authorized to do business in the state in which the Property, as defined in the Fundamental Terms, is located.

11.2 Tenant to Obtain Public Liability Insurance. Tenant shall, at its own expense, at all times during the term of this Lease, maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers approved by Landlord, which will insure Landlord against liability for injury to or death of persons or loss or damage to property occurring in or about the Leased Premises and shall list Landlord as an additional insured. Such insurance may, at Tenant's election, be carried under any general blanket coverage of Tenant, provided specific riders are provided. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any such policy. Each original policy

or certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium shall be deposited with Landlord. Tenant shall have the right to settle and adjust all liability claims and all other claims against the insuring companies, but without subjecting Landlord to any liability or obligation. Tenant shall maintain general comprehensive liability insurance of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 annual aggregate, and shall have a deductible not to exceed Five Thousand Dollars (\$5,000) and shall provide that Landlord will be given thirty (30) days advance written notice of cancellation.

11.3 Tenant to Obtain Worker's Compensation Insurance. Tenant shall maintain and keep in force workers compensation insurance and such other insurance as may be necessary to protect Landlord against any other liability to person or property arising hereunder by operation of law, whether such law be now in force or adopted subsequent to the execution hereof.

11.4 Casualty and Renter's Insurance. Landlord shall maintain in force at all times during the term of this Lease (paid through CAM Fees outlined in Section 5.2) a policy or policies of all risks property and casualty insurance to the extent of at least one hundred percent (100%) of the insurable value of the Leased Premises. If permitted without additional charge, Landlord shall cause to be endorsed on its fire insurance, and any extended coverage policy or policies, the waiver of right of subrogation. Tenant shall not permit any act, sale, or storage of materials on the Property that may be prohibited under any insurance policy of Landlord or Tenant. Tenant shall promptly comply with and execute all municipal rules, orders, and regulations for prevention of fires, at its own expense. Tenant shall maintain in force at all times during the term of this Lease a policy or policies of renter's insurance sufficient to insure Tenant's business, inventory, furniture, and equipment and any property held in care, custody, and control by Tenant against the perils of fire and theft.

11.5 Tenants Waiver of Casualty Insurance Proceeds. In the event the Leased Premises shall be damaged or destroyed by fire or other casualty so insured against, Tenant shall claim no interest in any insurance settlement arising out of any such loss where premiums are paid by Landlord or where Landlord is named as the sole beneficiary, and it will execute all documents required by Landlord or the insurance company or companies that may be necessary for use in connection with settlement of any such loss.

11.6 Tenants Failure to Insure. Should Tenant fail to keep in effect and pay for such insurance as it is in this section required to maintain, Landlord may do so, in which event the insurance premiums paid by Landlord shall become due and payable forthwith and failure of Tenant to pay same on demand shall constitute a breach of this Lease and constitute immediate grounds for termination of this Lease.

12. UTILITIES: Unless the utilities are paid as part of the CAM Fees, maintenance and payment for all utilities to the Leased Premises shall be the responsibility of Tenant. Except as otherwise provided herein, if any above referenced utility provided to the Leased Premises cannot be separately metered and billed to Tenant, Landlord shall allocate to Tenant, and Tenant shall pay, that proportion of utility charges which is equal to the Leased Square Footage divided by the Total Leasable Square Footage. In the event that the Tenant occupies the entire property of the Landlord then the Tenant shall pay all utilities. In the event that Landlord, Tenant, or another tenant or occupant of the Property can demonstrate that use of a utility is disproportionate to square footage, then Landlord may allocate the charges for such utility on an alternative basis, which more accurately reflects actual usage of the utility. Tenant shall pay for all utilities before the same become delinquent, which, to the extent that utility charges are allocated by Landlord as provided herein, shall be within fifteen (15) days of receipt of notice of Landlord's allocation.

13. CONDITION OF THE PREMISES: Tenant has inspected the Property and the Leased Premises prior to execution of this Lease and, except those items identified within written notice to Landlord in which Tenant indicates exception to any existing condition of the Property or Leased Premises, the taking of possession and occupancy by Tenant shall constitute acceptance of the Property and Leased Premises in their then existing condition and state of repair. Tenant agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of Landlord in respect thereto except as contained in the provisions of this Lease and Landlord shall in no event be liable for any latent defects. Tenant agrees, if, during the term of this Lease, Tenant shall change the usual method of conducting Tenant's

business on the Leased Premises, or should Tenant install thereon or therein any new facilities, or should new laws and regulations be imposed, Tenant will, at the sole cost and expense of Tenant, after notifying Landlord for approval, make alterations or improvements in or to the Leased Premises which may be required by reason of any Federal or state law, or by any municipal ordinance or other governmental rule or regulation applicable thereto. Landlord represents that any building included in the Leased Premises, on date of occupancy, meets all currently applicable Federal, state and municipal laws and ordinances as of the date of construction.

14. ALTERATION OF BUILDING AND INSTALLATION OF FIXTURES AND OTHER APPURTENANCES: Tenant may, with written consent of Landlord, but at Tenant's sole cost and expense in a good workmanlike manner, make such alterations and repairs to the Leased Premises as Tenant may require for the conduct of its business without, however, materially altering the Fundamental character of any building or improvement, or weakening any structure on the Property or Leased Premises. Tenant shall have the right, without the permission of Landlord, to erect, at Tenant's sole cost and expense, such temporary partitions, including office partitions, as may be necessary to facilitate the handling of Tenant's business and to install telephone and telephone equipment and wiring, and electrical fixtures, additional lights and wiring and other trade appliances. Any alterations or improvements to the Leased Premises (excluding partitions and telephone equipment), all electrical fixtures, lights and wiring, shall, at the option of Landlord become the property of Landlord, at the expiration or sooner termination of this Lease. Should Landlord request Tenant to remove all or any part of the above-mentioned items, Tenant shall do so prior to the expiration of this Lease and repair the Property and Leased Premises as described below. Temporary shelves, bins, equipment, and machinery installed by Tenant shall remain the property of Tenant and may be removed by Tenant at any time; provided, however, that all covenants, including rent due hereunder to Landlord shall have been complied with and paid. At the expiration or sooner termination of this Lease, Tenant shall remove said shelves, bins and machinery and repair, in a good workmanlike manner, all damage done to the Property or Leased Premises by such removal.

15. ELECTRICAL ALTERATIONS OF BUILDING: Any electric wiring that the Tenant desires to introduce into Leased Premises must be connected as directed by the Landlord. No boring or cutting for wires will be allowed except with a specific written consent of the Landlord. The location of telephones, electrical appliances, call boxes, intercoms, and so forth shall require consent and approval of the Landlord. 16. LANDLORD'S REPRESENTATIONS AND WARRANTIES: Landlord represents and warranties to Tenant:

16.1 Landlord is the owner of the Property and the Leased Premises and has the right to make this Lease.

16.2 Tenant, on paying the rent herein provided and on the performance of all of the terms and conditions of this Lease on its part to be performed, shall at all time during the term hereof peacefully and quietly hold and enjoy the Leased Premises.

16.3 Landlord further represents and warrants that at the time of the delivery of possession of the Leased Premises to Tenant: (1) The Leased Premises shall be free of all mechanics' liens; and (2) A certificate of occupancy shall have been duly issued for the Leased Premises.

17. TENANT'S REPRESENTATIONS AND WARRANTIES: Tenant represents and warranties to Landlord:

17.1 The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity, as indicated.

17.2 Tenant, if executing this Lease under a corporation or limited liability company, is duly organized, validly existing, and in good standing under the laws of the state indicated in the Fundamental Terms.

18. LEASE SUBORDINATE TO ENCUMBRANCES: This Lease is subject and subordinate to any mortgages, trust deeds, easements or other encumbrances or rights now existing, or that may be hereafter placed against the Leased Premises, and to all advances made or that may be made on account of any such encumbrances, to the full extent of the principal sums secured thereby and interest thereon.

19. LANDLORD'S RIGHT TO ASSIGN RENTS: Landlord shall have the right, at any time, with or without selling its fee interest in the Leased Premises or assigning its interest in this Lease, to assign, in whole or in part, the rent or rents at any time payable hereunder to such assignee or assignees as may be designated by Landlord in written notice to Tenant.

20. SIGNS, AWNINGS, and MARQUEES INSTALLED BY TENANT:

20.1 Tenant shall not construct or place signs, awnings, marquees, or other structures attached to or projecting from the exterior of the Leased Premises without the prior written consent of Landlord. Any signs, awnings, marquees desired by Tenant and at Tenant's sole expense shall be professionally prepared and installed. All signs erected by Tenant shall be in accordance with any applicable statutes, ordinances, codes, rules, and regulations of any governmental authority, or by any association rules or CC&R's. Tenant shall maintain such signs and keep the same in a good state of repair. Upon vacating the Leased Premises, Tenant agrees, at its expense, to remove all signs and to repair any and all damages caused by said removal. All work shall be completed in a good workmanlike manner.

20.2 Landlord shall have the right to approve all sign matters, which approval shall not be unreasonably withheld. Tenant shall remove any signs, displays, advertisements, or decoration it has placed on the Leased Premises that, in the opinion of Landlord, are offensive or otherwise objectionable. Tenant shall be in default under this Lease, if Tenant fails, at its sole expense, to remove such signs, displays, advertisements, or decoration within three (3) days after receiving written notice from Landlord requesting removal.

21. KEYS & LOCKS: Tenant shall not change locks or install other locks on doors without the written consent of the Landlord who agrees not to unreasonably withhold consent. Tenant, upon the termination of its tenancy hereunder, shall deliver to the Landlord all the keys to any building, office, and toilet room, which shall have been furnished to the Tenant. Landlord shall have and be provided with a copy of keys to access all doors and offices within the Leased Premises.

22. LANDLORD'S RIGHT TO INSPECT OR REPAIR: Tenant shall permit inspection of the Leased Premises during reasonable business hours by Landlord or Landlord's agents or representatives for the purpose of ascertaining the condition of the Leased Premises and to permit Landlord to make such repairs as may be required to be made by Landlord under the terms of this Lease or to preserve and maintain the Property or Leased Premises in a safe condition.

23. LANDLORD'S RIGHT TO SHOW AND ADVERTISE PREMISES: Sixty (60) days prior to the expiration of this Lease, or any renewal period, Landlord or its agents may post suitable notice on the Property and Leased Premises that the Leased Premises is "For Rent" or "For Sale" and may show the Leased Premises to prospective tenants or buyers at reasonable times. Landlord may not, however, thereby unnecessarily or unreasonably interfere with Tenant's use of the Leased Premises.

24. ASSIGNMENT AND SUBLEASE: Tenant shall not assign this Lease or any part of the Leased Premises without the prior written consent of Landlord. Tenant shall not sublet this Lease or any part of the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Landlord shall not be obligated to approve a sublease of this Lease if the subtenant (i) intends to operate a business from the Leased Premises which would conflict with businesses or operations conducted by Landlord or any other tenant or occupant of the Property, (ii) has a lower credit rating or financial condition inferior to the Tenant, or (iii) seeks to occupy the premises for a use or business operation that the landlord determines in its sole discretion is incompatible with the Property. Any consent of Landlord shall be conditioned upon the acknowledgment and agreement of the proposed subtenant to be subject to the terms and conditions hereof. Furthermore, the consent of Landlord to any assignment or sublease shall not release Tenant from any of its obligations under this Lease, unless otherwise agreed to in writing.

25. EFFECT OF DAMAGE OR DESTRUCTION OF LEASED PREMISES:

25.1 If the Leased Premises or any part thereof shall be damaged or destroyed in whole or in part by fire or other casualty during the term of this Lease, Landlord shall, only in the event of an insured loss, repair, restore, rebuild, or replace the Leased Premises or portions destroyed or damaged, so that the Leased Premises is substantially the same as it was prior to such destruction or damage, subject to delays due to adjustment of insurance claims, strikes and other

causes beyond the Landlord's control. If the destruction or damage amounts to more than forty percent (40%) of the insurable value of the Leased Premises, Landlord may, at its option, cancel and terminate the Lease by giving written notice thereof to Tenant within fifteen (15) days after the date such damage or destruction has occurred. In such event this Lease shall terminate on the date specified in such notice, and Landlord shall not be obligated to repair or rebuild. In the event of such damage or destruction, rent under this Lease shall be abated for the time and to the extent which the Leased Premises may not be used by Tenant for the purpose(s) authorized herein. Tenant shall be entitled to receive a pro-rata refund out of any advance rent paid by it for the period during which the Leased Premises were unusable by reason of destruction or damage.

25.2 Landlord and Tenant hereby release each other from responsibility for loss or damage occurring on or to the Leased Premises, of which they are a part or to the contents thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies. Each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part be a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

26. RIGHT OF ACCESS: Tenant, its employees, agents, assigns, guests, invitees, and clients shall have the right to use any common parking area and all common space on the Property, subject to reasonable rules and regulations which Landlord may establish from time-to-time, including, but not limited to the allocation of parking spaces.

27. AUCTION, FIRE OR BANKRUPTCY SALE: Tenant shall not conduct any auction nor permit any fire or bankruptcy sale to be held on the Property.

28. FORCED ENTRY: Tenant shall be responsible for any damage to the Property as a result of forced entry into its space or burglary thereof.

29. GLASS: Tenant agrees to immediately replace all broken or damaged glass, which is a part of the Leased Premises, during the term of this Lease with glass of the same quality as that broken or damaged.

30. CARPETING DAMAGE AND CHAIR MATS: Tenant agrees to be responsible for the replacement of carpeting in the Leased Premises if same shall be damaged by burning, or stains resulting from spilling anything on said carpet, reasonable wear and tear accepted. Tenant further agrees to use chair mats for the purpose of protecting and preserving carpet and floor coverings under all desk chairs used with desks. 31. EFFECT OF EMINENT DOMAIN:

31.1 If at any time during the term of this Lease the entire Leased Premises or any part thereof shall be taken for any public or quasi-public use, Landlord, at its option, may terminate this Lease as of the date of such taking. Upon such taking, Landlord shall give Tenant written notice of such termination within thirty (30) days of such taking. If all or a portion of the Leased Premises taken are so substantial that Tenant's use of the Leased Premises is substantially impaired, and Landlord does not elect to terminate this Lease, as herein provided, then Tenant may terminate, at its option, by giving Landlord written notice of such termination within thirty (30) days of such taking.

31.2 All damages awarded for any taking under the power of eminent domain, whether in whole or a part of the Leased Premises, shall belong to Landlord. Tenant shall, however, be permitted to make claim to the condemning authority for the value of any improvements erected by Tenant on the Leased Premises, any loss of business, and for the value of any fixtures installed by Tenant.

32. TENANT BREACH OR DEFAULT: Tenant shall be in breach of this Lease and shall be considered in default under this Lease if:

32.1 Tenant fails to pay any rent or additional rent when due and does not make the delinquent payment within ten (10) days after receipt of written notice thereof from Landlord, or

32.2 Tenant fails to perform or comply with any other covenant or condition of this Lease and such failure continues for a period of fifteen (15) days after receipt of written notice thereof from Landlord, or

32.3 Tenant shall file a voluntary petition in bankruptcy or if Tenant shall file any petition or institute any proceedings under any insolvency or Bankruptcy Act or any amendment thereto hereafter made, seeking to effect its reorganization or a composition with its creditors or if, in any proceedings based on the insolvency of Tenant or relating to bankruptcy proceedings, a receiver or trustee shall be appointed for Tenant or the Leased Premises or if any proceedings shall be commenced for the reorganization of Tenant or if the leasehold estate created hereby shall be taken on execution or by any process of law or if Tenant shall admit in writing its inability to pay its obligations generally as they become due, then Landlord, in addition to any other rights or remedies it may have, shall have the right to immediately provide notice of termination of Tenant's tenancy hereunder and to recover possession of the Leased Premises, in accordance with existing law.

32.4 Except in connection with any Tenant's rights of assignment or sublease under this Lease, Tenant abandons or vacates the Leased Premises. 32.5 If the Property or Leased Premises shall be used for any purpose other than the use herein specified, or for use in violation of any law or regulation. 33. REMEDIES UPON TENANT DEFAULT: In the event of any default hereunder (or threatened default in the case of subparagraph b, of this Section), the rights of Landlord shall be as follows:

33.1 Landlord may elect, but shall not be obligated, to make any payment required of Tenant herein or comply with any agreement, term or condition required hereby to be performed by Tenant, and Landlord shall have the right, but not the obligation, to enter the Leased Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied. However, any expenditure hereunder by Landlord shall not be deemed to waive or release the default of Tenant or the right of Landlord to take any action as may be otherwise permissible hereunder in the case of any default.

33.2 Landlord shall have the right of injunction to restrain Tenant and the right to invoke any remedy allowed by law or in equity, as if the specific remedies of indemnity or reimbursement were not provided herein.

33.3 Landlord shall have the right to cancel and terminate this Lease, as well as all of the right, title and interest of Tenant hereunder, by giving to Tenant not less than five (5) days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this Lease and the right, title and interest of Tenant hereunder shall terminate in the same manner and with the same force and effect, except as to Tenant's liability for sums accrued prior to the date of termination, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

33.4 Landlord may recover from Tenant all damages proximately resulting from any default or breach, including, but not limited to, the cost of recovering the Leased Premises, or altering or remodeling the same for re-letting, the cost of remedying any violation of this Lease, or the cost of exercising any of the remedies provided herein or by law, and may further recover the unpaid rent under this Lease, the total amount of which shall be due and payable.

33.5 Landlord may exercise any and all other rights and remedies allowed by law and the rights and remedies given to Landlord in this Lease are distinct, separate and cumulative, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others herein, by law, or by equity, provided. 34. WAIVER OF COVENANTS: The pursuit by Landlord of any of the remedies provided for in any section of this Lease shall not constitute a waiver of any of the remedies available to Landlord in any other section or under the law or equity. A waiver by Landlord of any breach of this Lease shall not constitute a waiver of any other breach. Forbearance or omission by Landlord in enforcing any of its remedies upon Tenant's breach shall not constitute a waiver of any of its remedies.

35. INDEMNIFICATION AND NON-LIABILITY OF LANDLORD: Tenant shall at all times keep the Leased Premises, and all property contained therein, in good condition, order, and repair, and during the term hereof shall hold Landlord harmless from any and all personal or property damage claims and liabilities, including insurance deductibles. Landlord shall not be liable for damages due to the supply or failure to supply of gas, electricity, heat, water, sewer, telephone or other such services as such may be occasioned from time to time by the public utility providing such service, or by temporary supply curtailment, or due to necessary repair and maintenance. Landlord shall not be liable in any manner

for any loss, injury, or damage incurred by Tenant, including those from acts of theft, burglary, fire, acts of God, riot, strike, war, vandalism committed by either identified or unidentified parties, except for personal acts of Landlord where the acts are committed against Tenant, or the agents, employees, or guests of Tenant. Tenant shall be responsible for arranging, and all expenditures relating to, any security precautions that Tenant deems necessary for the safety of the personnel, guests, or property of Tenant located on the Leased Premises. Tenant shall also provide in addition to other insurance required under this Lease, insurance against losses of the above nature that Tenant desires to maintain. Tenant shall be liable for any injury or death of persons and for any loss or damage to property caused by the negligent acts or omissions of its agents, employees, or invitees, or caused by the failure of Tenant to perform the maintenance and repairs required to be performed under this Lease. Tenant does hereby indemnify and save harmless Landlord against any and all liability, claims, demands, actions, costs, and expenses that may be sustained by Landlord by reason of any of the causes for which Tenant is liable pursuant to this paragraph.

36. LANDLORD DEFAULT:

36.1 Any claim, demand, right, or, defense by Tenant that arises out of this Lease, or the negotiations that preceded this Lease, shall be barred unless Tenant commences an action thereon, or interposes a defense by reason thereof, within ninety days after the date of the inaction, omission, event, or action that gave rise to such claim, demand, right, or defense.

36.2 Tenant acknowledges and understands, after having consulted with its legal counsel that the purpose of this paragraph is to shorten the period within which Tenant would otherwise have to raise such claims, demands, rights, or defenses under applicable laws.

37. GOVERNING LAW AND VENUE: Any action or judicial proceeding involving this Lease shall be governed under Utah law, both as pertains to substantive and procedural issues.

38. ATTORNEY'S FEES: Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Lease or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee, incurred on appeal and in bankruptcy proceedings.

39. LIENS: Tenant agrees not to permit any lien for monies owing by Tenant to remain against the Property or Leased Premises for a period of more than thirty (30) days following discovery of the same by Tenant; provided, however, that nothing herein contained shall prevent Tenant, in good faith and for good cause, from contesting in the courts the claim or claims of any person, firm or corporation growing out of Tenant's occupancy of the Leased Premises or costs of improvements by Tenant on the said Leased Premises. The postponement of payment of such claim or claims, until such contest shall finally be decided by the courts shall not be in violation of this Lease or any covenant thereof. Should any such lien be filed and not released or discharged or action not commenced to declare the same invalid within thirty (30) days after discovery of the same by Tenant, Landlord may at Landlord's option (but without any obligation so to do) pay and discharge such lien and may likewise pay and discharge any taxes, assessments or other charges against the Leased Premises which Tenant is obligated hereunder to pay and which may or might become a lien on the Leased Premises. Tenant agrees to repay any sum so paid by Landlord upon demand therefore, as provided for herein.

40. TIME OF THE ESSENCE: Time is of the essence of each and every provision, covenant, and condition herein contained and on the part of Tenant or Landlord to be done and performed.

41. FAILURE TO PERFORM COVENANT: Any failure on the part of either party to perform any obligation hereunder, other than Tenant's obligation to pay rent or additional rent, and any delay in doing any act required hereby shall be excused if such failure, or delay is caused by any strike, lockout, governmental restriction or any similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues.

42. LEASE BINDING ON SUCCESSORS AND ASSIGNS: The covenants and agreements contained in this Lease shall be binding upon the parties hereto and on their respective successors, heirs, executors, administrators, legal representatives, and assigns. If Landlord sells or transfers the Property or Leased Premises, then Landlord, on consummation of the sale or transfer, shall be released from any liability thereafter accruing under this Lease.

43. CONSTRUCTION OF LEASE: Words of any gender used in this Lease shall be held to include either gender, and words in the singular number shall be held to include the plural when the context requires.

44. HEADINGS: The paragraph headings included herein are for reference purposes only and shall not in any way modify or limit the statements contained in any paragraph or provision of this Agreement.

45. MANNER OF GIVING NOTICES: All notices, demands, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth for that party in the Fundamental Terms, or, after the execution of this Lease, at such other address as may be designated by either party in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing herein shall preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

46. PROFESSIONAL ADVICE AND REVIEW OF DOCUMENTS: Neither NAI Excel, NAI Vegas, nor its agents are trained to give legal or tax advice, or technical advice regarding the physical condition of the Leased Premises. If either party desires advice regarding: (i) legal or tax matters; (ii) the physical condition of the Leased Premises; or (iii) the provisions of this Lease, then the Brokerage and its agents STRONGLY RECOMMEND THAT THE PARTIES OBTAIN SUCH INDEPENDENT ADVICE AS THEY DEEM NECESSARY AND ADVISABLE.

47.

48. CONFIRMATION OF AGENCY DISCLOSURE: Tenant and Landlord each acknowledge written receipt of agency disclosure disclosing the agency relationships as defined in the Fundamental Terms.

49. COMMISSIONS: Landlord acknowledges the service of NAI Excel, NAI Vegas, and its Principal Broker in this transaction and in consideration of the effort of said Broker in obtaining Tenant herein, does hereby agree to compensate said Broker, in accordance with the listing agreement. Broker shall be due additional commissions upon any extension or renewal of this Lease or the taking of additional lease space by Tenant as contracted as of the execution of this lease in the listing agreement between Landlord and Broker. Landlord and Tenant hereby grant permission to real estate agents to present this Lease for the express purpose of obtaining professional real estate designations.

50. SURRENDER OF PREMISES: Tenant shall, on the last day of the initial term, or any renewal, or on earlier termination or forfeiture of the Lease, peaceably and quietly surrender and deliver the Leased Premises (free of subtenants) to Landlord, all in good repair, normal wear and tear excepted. Provided, however, if so directed by Landlord, Tenant shall restore part or all of the Leased Premises to its condition prior to the time that any alterations, changes, additions, placement of signs, or improvements were made by Tenant. Tenant shall remove all signs, furnishings, fixtures, additions, alterations, changes and improvements unacceptable to Landlord and shall repair all damage caused by that removal. Tenant shall repair and restore all damage to the Leased Premises caused by the removal of equipment and personal property. In addition, Tenant shall restore all walls, windows and doors to their condition prior to the time that pictures, mirrors, posters or other similar items were placed thereon. Any trade fixtures, equipment, wiring and conduit or personal property belonging to Tenant, if not removed upon termination, shall, at Landlord's election, be deemed abandoned and become property of the Landlord without compensation, credit or offset therefore. Tenant shall be responsible for all cost and expenses resulting from the removal of these items.

51. SEVERABILITY: In case any one or more of the provisions of this Lease or any application thereof shall be invalid, illegal or unenforceable in any respect with any law of the State where the Property is located, the validity, legality, and

enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

52. **HOLDOVER:** After the expiration of the term of this Lease, unless otherwise agreed in writing, should the Landlord permit Tenant to continue to occupy the premises, such holding over shall constitute a one month extension of this Lease, unless proper and timely notice has been given by Landlord to Tenant as required by this Lease. In the event of a holdover, all provisions of this Lease shall remain in full force and effect. During this period, Tenant agrees to give Landlord thirty (30) days prior written notice of its intent to vacate the Leased Premises. Tenant agrees to vacate the Leased Premises upon fifteen (15) days prior written notice from Landlord. The rental rate for each one-month extension shall be set by the Landlord on or before the due date for Base Rent referenced in Section 3.1 and is due on the due date referenced in Section 3.1.

53. **ESTOPPEL CERTIFICATE:** Tenant shall give an estoppel certificate from time to time as requested by Landlord in connection with financing, refinancing or sale of the Property including the Leased Premises, setting forth the term, rent, Leased Premises and other terms of the Lease and whether the Lease is in force or not, whether rent has been prepaid or whether a rental concession has been made and such other matters as Landlord may reasonably require.

54. **DOCUMENTATION:** The parties hereto agree to execute such additional documentation as may be necessary or desirable to carry out the intent of this Lease.

55. **ELECTRONIC OR FACSIMILE DOCUMENTS:** Electronic, email, or facsimile transmission of any signed original documents, and retransmission of any signed electronic, email or facsimile transmission, shall be the same as delivery of an original. Any such electronic, email, or facsimile transmissions may be executed in counterparts.

56. **ENTIRE AGREEMENT:** This Lease constitutes the entire agreement and understanding between the parties hereto and supersedes all prior discussions, understandings and agreements, oral or written, between the parties with respect to this Lease. There are no representations or warranties, express or implied, between the Landlord and Tenant with respect to the subject matter of this Lease, except those specified in this Lease.

57. **AMENDMENT:** This Lease may not be altered or amended except by a subsequent written agreement executed by the parties hereto.

58. **APPLICABILITY OF PROVISIONS:** So long as Tenant occupies the Premises, all terms of this Lease apply and are ongoing until Tenant fully vacates the Premises.

59. **GUARANTY:** This Lease is joined in and executed by the individual or individuals who are listed as Personal Guarantors in the Fundamental Terms in signing said Lease to guarantee the faithful performance of the Tenant (Lessee) hereunder, including payment of all obligations of rent and all other duties required of Tenant hereunder. Said Guarantor executes this Lease in consideration of the benefits to be conferred upon the Tenant and also upon the Guarantor.

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have executed this Lease in on the day and year first above written.
LANDLORD

_____		_____		Signature
Date	Signature	Date		
_____		_____		Print Name
Title	Print Name	Title		

TENANT

_____		_____		Signature
Date	Signature	Date		

Title

Print Name

Title

Guarantor does hereby jointly, severally and unconditionally guarantee payment of all sums due under this Lease Agreement and guarantee performance of the Lease Agreement in accordance with the terms thereof, including payment of any costs, expenses and attorney's fees incurred in enforcing the terms and conditions of the Lease Agreement or this Guaranty. The provisions of the Lease may be changed by agreement between Landlord and Tenant at any time, or by course of conduct, without the consent of or without notice to Guarantor. This guaranty shall guarantee the performance of the Lease as changed. Assignment of Lease (as permitted by the Lease) shall not affect this guaranty. Guarantor waives the right to require Landlord to (i) proceed against Tenant; (ii) proceed against or exhaust any security that Landlord holds from Tenant; or (iii) pursue any other remedy in Landlord's power. If Landlord disposes of its interests in the Leased Premises the term "Landlord" as used in this guaranty, shall mean Landlord's successors."