

COMMERCIAL LEASE

THE STATE OF TEXAS §
THE COUNTY OF BEXAR §

This lease is entered into as of the ___ day of ____, 20__, by and between the Landlord and Tenant hereinafter named.

ARTICLE I.
DEFINITIONS and GENERAL PROVISIONS

1.1 (a) "Landlord": BOEM ENRI, L.L.C. dba Wye Office/Warehouse

(b) Landlord's Address: c/o Delta Properties
18585 Sigma, Suite 106
San Antonio, TX 78258

(c) "Tenant": _____

(d) Tenant's Address: _____

(e) Tenant's trade name: _____

(f) "Demised Premises": at 11031 Wye Street, (herein referred to as the "Property") in the city of San Antonio, Bexar County, Texas, and more fully described as Lots 6 and 7, Block 2 New City Block 15862; Delta Wye Industrial Subdivision, a space approximately ___ square feet in area, (measured to the exterior of outside walls and to the center of interior walls), said premises being known as 11031 Wye Street, Suite #___ San Antonio, TX 78217 and reflected on the attached site plan Exhibit "B".

(g) Lease term: Commencing on the ___ day of ____, 20__. The "Commencement Date" shall continue for ___ years and ___ months.

(h) Minimum guaranteed rental: \$_____ per month, payable in advance.

(i) Security deposit: \$_____

(j) Permitted use: _____

1.2 Each of the foregoing definitions and basic provisions shall be construed in conjunction with and limited by the references thereto in the other provisions of this lease.

ARTICLE II.
GRANTING CLAUSE

2.1 Landlord hereby demises and leases unto Tenant and Tenant hereby takes from Landlord, for the consideration and upon the terms and conditions herein set forth, the demised premises for the term specified in Article I, Section 1.1, commencing on the date fixed by Article I, Section 1.1.

ARTICLE III.
ACCEPTANCE OF PREMISES

3.1 Upon occupying the demised premises, Tenant shall be deemed to have accepted the same as in full compliance with Landlord's covenants and obligations herein. As a material part of the consideration for this Agreement, Landlord and Tenant agree that Tenant is taking the demised premises "AS IS" with any and all latent and patent defects and that there is no warranty by Landlord that the demised premises are fit for a particular purpose. Tenant acknowledges that it is not relying upon any representation, statement or other assertion with respect to the condition of the demised premises, or of the performance of the Landlord, but is relying upon its own examination, or that of Tenant's representative, of the demised premises. Tenant accepts the demised premises under the express understanding there are no express or implied warranties

regarding the condition of the demised premises and Tenant thereupon waives any and all deviations or deficiencies regarding the demised premises and its condition.

**ARTICLE IV.
RENT**

4.1 Tenant shall pay to Landlord as minimum rental the sum per month specified in Article I, Section 1.1, payable in advance on the first day of each calendar month throughout the lease term without any right of offset or deduction, whatsoever. On the first rental installment date, Tenant shall also pay the minimum rent due for any portion of the preceding calendar month that may be included in the lease term.

4.2 All rental due herein shall be paid to Landlord at the address specified in Article I, Section 1.1 hereof or such other address as may be specified by Landlord by notice.

4.3 All rents and assessments are due on the first day of each month, in advance. All moneys that are not received by the Landlord by the fifth (5th) day of each month shall be subject to a late charge in an amount equal to ten percent (10%) of such installment; and the failure to pay such amount within ten (10) days after demand thereof shall be in addition to all of Landlord's other rights and remedies herein or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

**ARTICLE V.
COMMON AREAS**

5.1 The term "Common Area" is defined for all purposes of this Lease as that part of the Property intended for the common use of all tenants, including among other facilities (as such may be applicable to the Property) parking area, private streets and alleys, landscaping, curbs, loading area, sidewalks, malls and promenades (enclosed or otherwise), lighting facilities, drinking fountains, meeting rooms, public toilets, and the like but excluding space in buildings (now or hereafter existing) designed for rental for commercial purposes, as the same may exist from time to time, and further excluding streets and alleys maintained by a public authority. Landlord reserves the right to change from time to time the dimensions and location of the Common Area, as well as the dimensions, identity and type of any buildings in the Property. Tenant shall not solicit business within the Common Area or take any action which would interfere with the rights of other persons to use the Common Area. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to make repairs or alterations or to prevent the public from obtaining prescriptive rights.

5.2 Landlord shall be responsible for the operation, management, and maintenance of the Common Area, the manner of maintenance and the expenditures therefore to be in the sole discretion of Landlord.

**ARTICLE VI.
USE AND CARE OF PREMISES**

6.1 The demised premises may be used and occupied only for the purpose or purposes specified in Article I, Section 1.1 and for no other purpose or purposes without the prior written consent of Landlord.

6.2 Tenant shall not conduct within the demised premises any fire auction or bankruptcy sale. Tenant shall not permit any objectionable or unpleasant odors to emanate from the premises; nor place or permit any radio, television, loud speaker or amplifier or sign or devices emitting flashing lights or odors on the roof or outside the demised premises or where the same can be heard, seen or smelled from outside the building; nor place any antenna, awning or other projection on the exterior of the demised premises.

6.3 Tenant shall not, without the Landlord's prior written consent, keep anything within the premises nor use the premises for any purposes which increases the insurance premium cost or invalidates any insurance policy carried on the demised premises or other parts of the Property. If the Landlord should consent to such use and occupancy by Tenant, Tenant shall pay on demand, as additional rent, the additional insurance premiums resulting from such use and occupancy. All property kept or stored or maintained within the premises by Tenant shall be at Tenant's sole risk.

**ARTICLE VII.
MAINTENANCE AND REPAIR OF PREMISES**

7.1 Landlord, at its sole cost and expense, shall keep in good order, condition and repair the entire exterior of the building on the demised premises including the roof, foundation, heating and air conditioning system(s) and exterior walls but excluding entrances, window(s) and store front glass and window moldings.

7.2 Tenant shall not abuse the demised premises and shall suffer no waste. Tenant, at its sole cost and expense, shall keep in good order, condition and repair (including replacement) the remainder of the demised premises, including (a) exterior entrances; (b) window(s) and store front glass and window moldings; (c) all floor coverings, ceilings, interior walls and doors; and (d) fixtures, equipment and appurtenances thereto, including lighting, plumbing fixtures but excluding heating and air conditioning systems; and shall keep the demised premises in a neat and clean condition and free from rubbish.

7.3 Tenant shall not make any alterations, additions or improvements to the demised premises without the prior consent of Landlord and the installation of unattached movable trade fixtures which may be installed without drilling, cutting or otherwise defacing the premises. **Upon Landlords request and upon the termination of this lease agreement or any extension thereof, any alterations made by tenant, approved or not approved by Landlord, shall be removed by tenant at tenants expense and any resulting damage to the demised premises shall be repaired and placed in its original condition, reasonable wear and tear excepted.**

7.4 If there be any conflict between the provisions of the above Sections of this Article VII and the provisions of Articles XI, XVI, XIX, the provisions of said Articles XI, XVI, XIX shall control.

**ARTICLE IX.
LANDLORD'S RIGHT OF ACCESS; USE OF ROOF**

8.1 Landlord shall have the right to enter upon the Demised Premises at any time for the purpose of inspecting the same, or of making repairs to the Demised Premises, or of making repairs, alterations or additions to adjacent premises, or of showing the demised premises to prospective purchasers, tenants or lenders.

8.2 Use of the roof above the Demised Premises is reserved to Landlord.

**ARTICLE VIII.
SIGNS; STORE FRONTS**

9.1 No sign or signs will be allowed in any form on the exterior of the premises or on door or doors or on window or windows inside or outside of the premises and no signs or signs, except in uniform location and uniform style fixed by Landlord, will be permitted on entrances to Tenant's space. All signs will be contracted for by Landlord from time to time, and Tenant will be billed and pay for such services accordingly not to exceed **Three Hundred and No/100 Dollars (\$300.00)**. Written consent from Landlord is an absolute prerequisite for any such signs or signs any Lessee may be so permitted to use.

**ARTICLE X.
UTILITIES**

10.1 Tenant shall promptly pay all charges and deposits for electricity, gas, telephone service, and other utilities furnished to the demised premises.

**ARTICLE XI.
INDEMNITY AND PUBLIC LIABILITY INSURANCE**

11.1 Tenant shall keep all buildings and other improvements located, or being constructed on, the leased premises insured against loss or damage by fire, with extended coverage endorsement or its equivalent. This insurance shall be carried by insurance companies authorized to transact business in Texas, selected by Tenant and approved by Landlord. The insurance shall be paid for by Tenant and shall be in amounts not less than ninety-five percent (95%) of the fair insurable value of the buildings and other improvements. Such policy or policies of insurance shall name both Landlord and Tenant as a named insured and shall provide that This Lease is made upon the express condition that at all times during the term of this lease, any loss of \$5,000.00 or less shall be payable solely to Tenant, which sum Tenant shall use for repair and restoration purposes, and any loss over \$5,000.00 shall be made payable jointly to Landlord and Tenant. In

addition, all such policies shall contain endorsements providing for 30 days notice of termination or cancellation to the Landlord, and its mortgagee, if any.

Liability Insurance

11.2 Tenant shall, at its own expense, procure and maintain, at all times during the term of this lease, liability insurance for any and all claims for property damage and personal injury. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Tenant and approved by Landlord, and shall be paid for by Tenant. The insurance provided pursuant to this section shall be in the amount of not less than \$1,000,000.00 for property damage and not less than \$1,000,000.00 for one person and \$3,000,000.00 for one accident for personal injury. This insurance shall protect Landlord and Tenant against liability to any employees or servants of Tenant and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the demised premises. Tenant expressly agrees that Landlord shall be named as a primary co-insured under the policy and that Tenant's insurance described herein shall be primary. In addition, all such policies shall contain endorsements providing for 30 days notice of termination or cancellation to the Landlord, and its mortgagee, if any.

Construction Liability Insurance

11.3 Tenant agrees to obtain and maintain (to the extent reasonably procurable) construction liability insurance at all times when demolition, excavation, or construction work is in progress on the demised premises. This insurance shall be carried by insurance companies authorized to transact business in the State of Texas, selected by Tenant and approved by Landlord, and shall be paid for by Tenant. The insurance shall have limits of not less than \$1,000,000.00 for property damage and \$1,000,000.00 for one person and \$3,000,000.00 for one accident for personal injury and shall protect Landlord and Tenant, as well as any other person or persons Tenant may designate, against all liability for injury or damage to any person or property in any way arising out of demolition, excavation, or construction work on the premises. Tenant expressly agrees that Landlord shall be named as a primary co-insured under the policy and that Tenant's insurance described herein shall be primary. In addition, all such policies shall contain endorsements providing for 30 days notice of termination or cancellation to the Landlord, and its mortgagee, if any.

Certificates of Insurance

11.4 Tenant shall furnish Landlord with certificates of all insurance evidencing all coverage required by this article. Tenant agrees that if it does not keep this insurance in full force and effect, Landlord may notify Tenant of this failure, and if Tenant does not deliver to Landlord certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, Landlord may, at its option, take out and/or pay the premiums on the insurance needed to fulfill Tenant's obligations under the provisions of this article. Upon demand from Landlord, Tenant shall reimburse Landlord the full amount of any insurance premiums paid by Landlord pursuant to this section, with interest at the rate of eighteen percent (18%) per annum from the date of Landlord's demand until reimbursement by Tenant.

11.5 Fifteen days prior to the expiration of any policy of insurance required under the terms of this Lease, the Tenant shall deliver to Landlord a binder renewing each such policy of insurance which binder shall provide that at least 30 days written notice of any change in or cancellation of the insurance shall be given by the insurance company to the Landlord and Landlord's mortgagee, if any. The Tenant shall promptly pay the premiums for the renewal of insurance and deliver to the Landlord, or Landlord's mortgagee, the original policy and duplicate receipt evidencing payment thereof.

11.6 All liability, fire and extended coverage insurance and boiler insurance carried either by Landlord or Tenant covering losses arising out of the destruction or damage to the demised premises or its contents or to other portions of the Shopping Center shall provide for a waiver of rights of subrogation against Landlord and Tenant on the part of the insurance carrier.

INDEMNIFICATION OF LANDLORD

11.7 TENANT AGREES TO DEFEND, INDEMNIFY AND HOLD LANDLORD HARMLESS FROM AND AGAINST ANY CLAIMS OR CAUSES OF ACTION FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER, TO ANY PERSON, ENTITY OR PROPERTY, ARISING FROM ANY USE OF THE DEMISED PREMISES, OR ANY PART OF THE DEMISED PREMISES, OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE, IMPROVEMENT, EQUIPMENT, OR FACILITY ON THE DEMISED PREMISES OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF TENANT, OR ANY OF ITS AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY

ACCIDENT, FIRE OR OTHER CASUALTY ON THE LAND OR OCCASIONED BY THE FAILURE OF TENANT TO MAINTAIN THE PREMISES IN A SAFE CONDITION. TENANT WAIVES ALL CLAIMS AND DEMANDS ON ITS OWN BEHALF AGAINST LANDLORD FOR ANY SUCH LOSS OR DAMAGE OR INJURY. TENANT LIKEWISE AGREES TO DEFEND, INDEMNIFY AND HOLD LANDLORD HARMLESS FROM ALL LIABILITY ARISING FROM THE LANDLORD'S ALLEGED NEGLIGENCE, REGARDLESS OF THE TYPE OF NEGLIGENCE ALLEGED. TENANT'S DUTY OF INDEMNIFICATION TO LANDLORD SHALL COVER ANY CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST LANDLORD, EVEN THOSE ALLEGED TO ARISE FROM THE LANDLORD'S NEGLIGENCE, COMPARATIVE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE, SOLE NEGLIGENCE, JOINT NEGLIGENCE, GROSS NEGLIGENCE OR ANY OTHER ACT OR OMISSION ON THE ON THE PART OF THE LANDLORD.

11.8 Landlord shall carry insurance for fire, extended coverage, vandalism, malicious mischief and other endorsements deemed desirable by Landlord insuring the Property wherein the demised premises are located, excluding therefrom Tenant's merchandise, trade fixtures, furnishings, personal property and plate glass, in such amounts and with such deductibles as may be deemed desirable by Landlord. Tenant shall carry insurance for amount and with such deductibles as may be deemed desirable by Landlord. Tenant shall carry insurance for fire, extended coverage, vandalism and malicious mischief and other endorsements deemed desirable by Tenant covering the demised premises and items excluded from coverage by the Landlord in the full insurable amount thereof.

ARTICLE XII. DAMAGES BY CASUALTY

12.1 If the demised premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable in whole, or part, Landlord shall at its own expense cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence the demised premises shall be rendered untenable only in part, Landlord shall at its own expense cause the damage to be repaired, and the fixed minimum rent meanwhile shall be abated proportionately as to the portion of the demised premises rendered untenable. If the demised premises shall be rendered wholly untenable by reason of such occurrence, the Landlord shall at its own expense cause such damage to be repaired, and the fixed minimum rent shall abate until the demised premises have been restored and rendered tenantable, or Landlord may at its election terminate this Lease and the tenancy hereby created by giving to Tenant within the sixty (60) days following the date of said occurrence, written notice of Landlord's election so to do and, in the event of such termination, rent shall be adjusted as of such date.

12.2 In the event that fifty (50%) percent or more of the rentable area of the Property shall be damaged or destroyed by fire or other cause, notwithstanding that the demised premises may be unaffected by such fire or other cause, Landlord may terminate this Lease and the tenancy hereby created by giving to Tenant five (5) days prior written notice of Landlord's election so to do, which notice shall be given, if at all, within the sixty (60) days following the date of said occurrence. Rent shall be adjusted as of the date of such termination.

12.3 Notwithstanding the provisions of Section 13.1 of this Article, if the demised premises shall be damaged by fire or other causes resulting from the fault or negligence of Tenant or Tenant's agents, employees, invitees, visitors or uninvited visitors the same shall be repaired by and at the expense of Tenant under the direction and supervision of Landlord and rent shall not be abated.

ARTICLE XIII. EMINENT DOMAIN

13.1 If ten (10%) percent or more of the floor area of the demised premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain, or by private purchase in lieu thereof, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority.

13.2 If less than ten (10%) percent of the floor area of the demised premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain, or by private purchase in lieu thereof, this Lease shall not terminate, however the minimum guaranteed rental (but not percentage or additional rental) payable herein during the unexpired portion of this Lease shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority and Landlord shall make all necessary repairs or

alterations within the scope of Landlord's original work necessary to make the demised premises an architectural whole.

**ARTICLE XIV.
ASSIGNMENT AND SUBLETTING**

14.1 Without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, neither the Tenant nor the Tenant's legal representatives or successors in interest by operation of law or otherwise, shall assign or mortgage this Lease, or sublet the whole or any part of the demised premises or permit the demised premises or any part thereof to be used or occupied by others.

14.2 Any transfer, sale or other disposition of all or substantially all of the corporate stock of a corporate Tenant shall be deemed an assignment.

**ARTICLE XV.
TAXES**

15.1 Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the demised premises. If any such taxes are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the demised premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable herein.

15.2 Landlord shall be responsible for the payment of all real estate taxes including all ad valorem taxes, charges, assessments against the Property together with interest, penalties or other charges which may accrue thereon.

**ARTICLE XVI.
DEFAULT BY TENANT AND REMEDIES**

16.1 The following events shall be deemed to be events of default by Tenant under this lease:

(a) Tenant shall fail to pay any installment of rent or any other obligation herein involving the payment of money and such failure shall continue for a period of five (5) days after the date due.

(b) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than as described in subsection (a) above, and shall not cure such failure within fifteen (15) days after written notice thereof to Tenant.

(c) Tenant or any guarantor of Tenant's obligations under this lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(d) Tenant or any guarantor of Tenant's obligations under this lease shall file a petition for relief under any chapter of the Bankruptcy Code, as amended, or any similar law, or if such a petition shall be filed against Tenant or any guarantor of Tenant's obligations under this lease.

(e) A receiver or Trustee shall be appointed for the demised premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this Lease.

(f) Tenant shall do or permit to be done anything which creates a lien upon the premises.

16.2 A Security Deposit specified in Article I, Section 1.1 (m) shall be held by Landlord without interest as security for the performance by Tenant's covenants and obligations under this Lease, it being expressly understood that such deposit is not an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided by law, use such fund to the extent necessary to make good any arrears of rent and any other damage, injury, expense or liability caused to Landlord by such event of default and Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. If Tenant is not then in default

herein, any remaining balance of such deposit shall be returned by Landlord to Tenant upon termination of this Lease.

16.3 Upon the occurrence of any such events of default, Landlord shall have the option to pursue the following remedy:

Without any notice or demand whatsoever, Landlord may enforce the performance of this Lease in any manner provided by law. At its option, Landlord may terminate or forfeit the Lease if such default continues for a period of ten (10) days after Tenant receives written notice from Landlord of such default and their intention to declare the Lease forfeited, such notice to be sent by certified United States mail, return receipt requested, to Tenant at the address stated herein. After such ten (10) day period shall have expired, unless Tenant shall have completely removed or cured said default (or unless such default is of such a nature that it is incapable of being remedied within such ten (10) day period, and provided that Tenant diligently prosecutes the remedy of such default until same is completely corrected), this Lease shall cease and come to an end as if it were the day originally fixed herein for the expiration of the term, except that Tenant shall remain liable for all defaults, and Landlord's agent or attorney shall have the right, without further notice or demand, to reenter upon the premises and remove all persons and property therefrom without being guilty of, or liable for, any manner of trespass and without prejudice to any remedy for arrears of rent or breach of covenant; and Landlord's agent or attorney may rent or lease the premises for any rent obtainable for the account of Tenant, and Tenant shall remain liable to Landlord for any deficiency. It is expressly agreed that in the event Tenant shall continue to hold the premises after demand therefore at the termination of this Lease or for default or breach of this Lease, that Landlord shall be entitled to secure a mandatory injunction to recover possession thereof. This remedy, however, shall be cumulative of and not in lieu of any other rights and remedies granted herein or by law. In the event of any default by Tenant herein, Landlord may remedy such default and/or bring suit for damages and Tenant shall reimburse Landlord upon demand for all expenses including, without limitation, attorney's fees in connection therewith, which shall not, in any case, be less than ten (10%) percent of the sum to be recovered.

ARTICLE XVII. LANDLORD'S CONTRACTUAL SECURITY INTEREST

17.1 Landlord shall have a first lien upon, and security interest in, all of the fixtures, furniture, equipment, stock, goods, merchandise and other property placed on the demised premises during the term of the Lease, to secure the payment of rentals and other sums due herein for the entire term of the Lease. In addition to the remedies granted by law, Landlord shall have and may exercise with respect to said collateral, all of the rights, remedies and powers of a secured party under the Uniform Commercial Code, including, without limitations, the right and power to sell at public or private sale or sales, or otherwise dispose of, lease or utilize, the collateral and any part of parts thereof in any manner authorized or permitted under said code upon default by Tenant. Tenant agrees that Landlord may, at any time during the term of this Lease and without the prior written approval of Tenant, prepare and file a financing statement appropriate for use under the Uniform Commercial Code.

ARTICLE XIII. HOLDING OVER

18.1 In the event Tenant remains in possession of the demised premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed to be occupying said premises as a tenant from month to month at a rental equal to the rental herein provided plus fifty (50%) percent of such amount and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy.

ARTICLE XIX. SUBORDINATION; ATTORNMENT

19.1 This Lease is and shall always be subordinate to any mortgage or mortgages which now or shall at any time be placed upon the demised premises or any part thereof, and the Tenant agrees to execute and deliver any instrument, without cost, which may be deemed necessary to further effect the subordination of this Lease to any such mortgage or mortgages. However, this subordination agreement shall be on the express condition that this Lease shall be recognized by the mortgagee and that the Tenant's rights shall remain in full force and effect during the term of this Lease so long as Tenant shall continue to perform all of the covenants and conditions to this Lease.

19.2 In the event a mortgagee or prospective mortgagee should so require, Tenant shall deliver to Landlord, from time to time, for delivery to such mortgagee:

(a) An acknowledgment of the assignment of rentals and other sums due herein to the mortgagee and agreement to be bound thereby.

(b) An agreement requiring Tenant to advise the mortgagee of damage to or destruction of the demised premises by fire or other casualty requiring its reconstruction and/or requiring Tenant to give the mortgagee written notice.

ARTICLE XX. NOTICES

20.1 Whenever any notice is required or permitted herein such notice shall be in writing. Any notice or document required or permitted to be delivered herein shall be deemed to be delivered when actually received by the designated addressee, or, if earlier and regardless of whether actually received or not, when deposited in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the parties hereto at the respective addresses set out in Article I, Section 1.1 above (or at Landlord's option, to Tenant at the demised premises), or at such other addresses as they have theretofore specified by written notice.

ARTICLE XXI. REGULATIONS

21.1 Landlord and Tenant acknowledge that there are in effect federal, state, county and municipal laws, orders, rules, directives and regulations (collectively referred to hereinafter as the "Regulations") and that additional Regulations may hereafter be enacted or go into effect, relating to or affecting the demised premises or the Property, and concerning the impact on the environment of construction, land use, maintenance and operation of structures, and conduct of business. Subject to the express rights granted to Tenant under the terms of this lease, Tenant will not cause, or permit to be caused, any act or practice, by negligence, omission, or otherwise, that would adversely affect the environment, or do anything to permit anything to be done that would violate any of said laws, regulations or guidelines. Moreover, Tenant shall have no claim against Landlord by reason of any changes Landlord may make in the Property or the demised premises pursuant to said Regulations or any charges imposed upon customers or other invitees pursuant to same.

ARTICLE XXII. MISCELLANEOUS

22.1 Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of any partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

22.2 One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

22.3 The laws of the State in which the demised premises are located shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby. Venue for any action under this Lease shall be the county in which rentals are due pursuant to Article I, Article IV of this Lease.

22.4 The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

22.5 Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

22.6 The terms, provisions and covenants contained in this Lease shall apply to, inure to the 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.

22.7 If the Tenant executing this Lease is a corporation, then the undersigned officer personally represents and warrants that the Board of Directors of such corporation, in a duly held meeting, has extended to said officer the authority to execute this Lease and therefor to bind such corporation to all liabilities, obligations and duties as herein stated.

22.8 In the event of the discovery of the presence of toxic or hazardous substances, or contamination therefrom on the Premises which are found to have been caused by or resulted from acts which occurred after the Commencement Date of this Lease Agreement, and found to have been caused by or resulted from the actions of, or permitted by, Tenant, then Tenant shall be liable for any and all loss, damages, fines, costs expenses, in order to restore the premises to its non-contaminated original condition, causes of action, suits, claims of judgments arising from the presence of toxic or hazardous substances or the contamination therefrom on or about the premises. The Landlord agrees to indemnify and hold harmless the Tenant from and against any liability for hazardous materials that were on the demised premises prior to the commencement date or which was caused by the Landlord, its agents or employees. The covenants set forth in this paragraph shall survive the termination or expiration of this Lease.

22.9 Landlord reserves the right and option, upon at least thirty days written notice to Tenant to relocate Tenant to another location within the Property of equal or greater square footage as the space leased herein, at the same rental provided herein. If Landlord elects to so relocate Tenant, the new location will be chosen by Landlord in its sole discretion and shall thereafter constitute the premises covered by this lease. In the event of such relocation, Landlord shall pay for all of Tenant's moving costs and for the construction of improvements in the new location comparable to those in Tenants original location. In the event Landlord elects to relocate Tenant as provided above, Tenant shall have the right an option of terminating the lease, which option to terminate must be exercised by written notice to Landlord within fifteen days after Landlord mails its notice of relocation. Such termination of Lease shall take effect on the last day of the month next following the date of Tenant's exercise of its option to terminate. Tenant shall continue to pay rent and other charges under the lease to the effective date of termination.

22.10 Any controversy or claim arising out of, or relating to this Commercial Lease, shall first be mediated prior to the institution of any legal action being instituted in any court. The parties agree that mediation expenses will be shared equally.

22.11 This Lease contains the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this Lease in whole or in part unless such is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought. **Landlord and Tenant hereby acknowledge that they are not relying on any representation or promise of the other, or of the Agent, except as may be expressly set forth in this Lease.**

22.12 This Lease consists of Twenty-two articles and two attached pages, including Exhibits "A" through "B" and any space left blank will be deemed to have been completed with the word "none". With the exception of Article III and Article IV, in the event any provision of an exhibit or other attached page(s) shall be inconsistent with a provision in the body of the Lease, the provisions as set forth in the exhibit shall be deemed to control.

EXECUTED AS OF THE DATE HEREINABOVE STATED.

LANDLORD: **BOEM ENRI, L.L.C.**
dba Wye Office/Warehouse

TENANT: ____

BY: _____
CHARLES A. BOEMECKE

BY: _____
NAME

TITLE: **Member**

TITLE: ____

EXHIBIT "A"

OFFICE-WAREHOUSE

BUILDING RULES AND REGULATIONS

1. Tenant will refer all contractors, contractors' representatives, and installation technicians rendering any service for Tenant, to Landlord, for Landlord's approval and/or supervision before performance of any such contractual services. This shall apply to all work performed in the premises, including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and installations of any and every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the premises.
2. The work of the janitor or cleaning personnel shall not be hindered by Tenant after 6:00 P.M., and such work may be done at any time. Tenant shall provide its own janitorial service, adequate waste and rubbish receptacles, cabinets, book cases, map cases, etc., necessary to prevent any unreasonable hardship in discharging its obligation regarding cleaning service.
3. Movement in or out of the premises of furniture or office equipment, or dispatch or receipt by Tenant of any merchandise or materials shall be restricted to the hours designated by Landlord from time to time. All such movement shall be as directed by Landlord and in a manner to be agreed upon between Tenant and Landlord by prearrangement before performance. Such prearrangement initiated by Tenant shall include determination by Landlord and subject to its decision and control of the time, method, and routing of movement, limitations imposed by safety or other concerns which may prohibit any article, equipment or any other item from being brought into the premises. Tenant expressly assumes all risk of damage to any and all articles so moved, as well as injury to any person or persons or the public engaged or not engaged in such movement, including equipment, property, and personnel of Landlord if damaged or injured as a result of any acts in connection with carrying out this service for Tenant from the time of entering property to completion of the work; and Landlord shall not be liable for the act or any damage or loss to any property or persons resulting directly or indirectly from any act in connection with such service performed by or for Lessee.
4. Tenant shall not place, install or operate on the demised premises or in any part of the premises, any engine, stove, or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the demised premises any explosives, gasoline, kerosene, oil, acids, caustics, or any other flammable, explosive, or hazardous material without the written consent of Landlord first had and obtained.
5. Landlord will not be responsible for any lost or stolen personal property, equipment, money, or jewelry from Tenant's area or public rooms regardless of whether such loss occurs when the area is locked against entry or not.
6. Landlord may permit entrance to Tenant's office by use of passkeys controlled by Landlord or employees, contractors, or service personnel supervised or employed by Landlord.
7. None of the entries, passages, and doors, shall be blocked or obstructed or any rubbish, litter, trash, or material or any nature placed, emptied, or thrown into these areas, or such areas to be used at any time except for access or egress by Tenant, Tenant's agents, employees, or invitees.
8. Landlord shall have the right to determine and prescribe the weight and proper position of any unusually heavy equipment including safes, large files, etc., that are to be placed in the premises, and only those which in the opinion of the Landlord will not do any damage to the floors, structure and/or elevators may be moved into said premises. Any damage, occasioned in connection with the moving or installing of said aforementioned articles in said premises or the existence of same in said premises shall be paid for by Tenant.
9. Tenant shall have the non-exclusive use in common with Landlord, other tenants, their guests and invitees, of the uncovered automobile surface parking areas, subject to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord shall have the right to designate parking areas for the use of the premises' Tenants and their employees and the Tenants and their employees shall not park in parking areas not so designated. Public parking spaces for visitors at large will not be used by Tenants and their employees. Tenant agrees that upon written notice from Landlord it will furnish to Landlord, within five (5) days from receipt of such notice, the state automobile license numbers assigned to the automobiles of the Tenant and its employees.
10. Tenant, its agents, servants or employees shall not use the premises for housing, lodging or sleeping purposes.
11. Tenant, its agents, servants, or employees shall not bring into the premises or keep on the premises any dog, bird or animal. Tenant, its agents, servants or employees shall not bring into the premises any bicycle or other vehicle without the consent of Landlord.
12. No additional locks shall be placed on any door in premises without written consent of Landlord. A reasonable number of keys to premises will be furnished by Landlord and neither Tenant nor its agents or employees shall have any duplicate keys made. Tenant may at all times keep a pass key to premises. All keys shall be returned to Landlord promptly upon termination of this lease.
13. Tenant, its agents or employees shall do no painting or decorating in premises; or mark, paint or cut into, drive nails or screw into or in any way deface any part of premises without consent of Landlord. If Tenant desires signal, communication, alarm or other utility or service connection installed or changed, such work shall be done at expense of Tenant, with the approval and under the direction of the Landlord.
14. Tenant, its agent, servants and employees shall not permit the operation of any musical or sound producing instrument or any type of instrument of device which may be heard outside premises or which may emanate electrical waves which will impair radio or television broadcasting or reception from or in premises.
15. Landlord reserves the right to amend these Rules and Regulations and to make such other and further reasonable Rules and Regulations as in its judgment may from time to time be needful and desirable.

16. All interior plate and other glass now in premises is at risk of Tenant, and if broken shall be replaced by and at the expense of Tenant.

17. Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning equipment, plumbing, electric facilities or any part of appurtenance of premises.

18. Alteration to premises made on Tenant's request, after Tenant has occupied the premises, shall be made by or under the supervision and control of Landlord, and any such alterations requiring subcontracting by Landlord shall be invoiced to Tenant at cost plus five percent (5%) for Landlord's supervision. Miscellaneous work performed by Landlord's workmen shall be invoiced at cost plus fifteen percent (15%), which includes the supervision.

19. Porters, employed by Landlord for miscellaneous daytime cleaning services and other needs of the Landlord may not be called upon by Tenant for services, except when approved by telephone request to Landlord's Management Office. Approvals by Landlord, and Landlord's Management, will be only for short time assistance and solely at the discretion of the Landlord.

20. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the premises, without written consent of Landlord. **Dumpsters are provided for office debris ONLY**, All outside job debris shall be disposed of in another manner by Tenant at Tenant's expense.

21. Canvassing, soliciting or peddling in the premises is prohibited and each Tenant shall cooperate to prevent the same.

22. In the event Tenant must dispose of crates, boxes, etc. which will not fit into office wastepaper baskets, it will be the responsibility of Tenant to dispose of same.

23. Tenant will be responsible for any damage to carpeting and flooring as a result of rust or corrosion of file cabinets, pot holders, roller chairs, and metal objects.

Approximate location of
Demised Premises

EXHIBIT "B"

SITE PLAN

