

COMMERCIAL LEASE AGREEMENT

EXAMPLE

BETWEEN

Walmart Investment Company

LANDLORD

AND

TBD

TENANT

Dated January 1st 2009

EXAMPLE

COMMERCIAL LEASE

THIS COMMERCIAL LEASE is made as of the 1st day of January 2009 between Walmar Investment Company (“Landlord”), and TBD (“Tenant”).

RECITALS:

1. Landlord desires to lease the Demised Premises to Tenant and Tenant desires to lease the Demised Premises pursuant to the terms contained within this Lease from Landlord.

In consideration of the mutual covenants of the Lease, Landlord and Tenant agree as follows:

ARTICLE 1 PREMISES

Section 1.1. Premises. Landlord leases to Tenant and Tenant leases from Landlord upon and subject to the terms, conditions, covenants and provisions of this Lease, the Demised Premises. Address. Square feet.

ARTICLE 2 TERM

Section 2.1. Initial Term. 2 years.
Commencing on the 1st day of January, 2009.
And ending on the 31st day of December, 2011.

Section 2.2. Renewal Options. This lease provides Tenant with four (4) two (2) year option period commencing and ending on the same months and days as shown in Section 2.1., years to be adjusted annually. It is hereby agreed and understood that option periods will be automatically exercised unless Landord is notified, to the contrary, in writing, 90 days prior to the expiration of this lease or option periods. All terms and conditions of the lease being the same, other than rent as illustrated in Section 4.1.

Section 2.3. Lease commencement date. This lease and all applicable rents and charges shall commence on the earliest of the following: January 1st, 2009, the first day Tenant opens for business or the day Tenant receives occupancy permits. First and last month’s rent are due when lease is signed.

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ARTICLE 3 USE OF PREMISES

Section 3.1. Permitted Uses. The Demised Premises may be used and occupied for: Making and Selling Widgets.

ARTICLE 4 RENT

Section 4.1. Base Rent. Tenant shall pay Landlord, without demand, offset or abatement, annual base rent as provided below, payable in equal monthly installments in advance on the first day of each month during the initial term. Annual base rent during the initial term shall be \$TBD (\$TBD per month).

Option Period Rent Schedule

TBD

Section 4.2. Definition of Rent. In addition to the prepaid base rent set forth above, the term “rent” shall include any other sums, costs, expenses or amounts from time to time payable by Tenant to Landlord under this Lease, whether by way of indemnity or otherwise, and whether or not expressed to be rent, and Landlord shall have all remedies for the collection of them, when in arrears, as are available to Landlord for the collection of base rent. All rent shall be prorated for any partial month or partial year in the term of this Lease.

Section 4.3. Security Deposits. First month’s rent and security deposit (\$TBD).

Section 4.4. Past Due Rent. If Tenant shall fail to pay any rent when due and payable, Tenant shall pay to Landlord, as additional rent, a sum equal to four percent (4%) of the rent due. Nothing in this Section shall limit Landlord’s right and remedies under any other provisions of this Lease.

ARTICLE 5 TENANT IMPROVEMENTS AND ADDITIONAL OBLIGATIONS

Section 5.1. Tenant’s Improvements. Tenant agrees to accept the premises in an “as is” condition, other than as stated in Section 27.1.

a. Tenant shall be responsible for obtaining all necessary building and occupancy permits, other than as stated in Section 27.1.

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- b. All Tenant improvements shall first be approved by Landlord.

ARTICLE 6 OWNERSHIP OF IMPROVEMENTS

Section 6.1. Tenant's Ownership of Improvements During Term. The Improvements (including fixtures but not including items of personal property or trade fixtures) which the Tenant constructs upon the Demised Premises from time to time belong to Tenant, but shall become the property of the Landlord upon the expiration or earlier termination of the Lease.

ARTICLE 7 REPAIRS, MAINTENANCE AND ALTERATIONS

Section 7.1. Repairs and Maintenance. Landlord, at its sole cost and expense and discretion, shall manage, maintain and promptly repair the Demised Premises and the Improvements, all passageways, sidewalks and curbs adjoining them including without limitation all building fixtures, heating, air conditioning, ventilating and plumbing apparatus, electrical wiring, electric fixtures and equipment, parking areas and landscaping, and shall keep them in good order and condition, ordinary wear and tear excepted, and neat and clean. Landlord's obligations under this Article apply to all repairs, deemed necessary by Landlord, interior and exterior, structural and nonstructural, ordinary and extraordinary, and foreseen and unforeseen. All repairs made by Landlord shall be of like kind and quality. Landlord shall manage and maintain the Demised Premises and the Improvements. Tenant shall replace all HVAC equipment filters upon failure to do so resulting in mechanical failure caused by Tenants neglect will cause Tenant to compensate Landlord for all repairs to the equipment. Tenant shall replace all types of light bulbs or tubes at Tenants expense. Landlord warrants that all drains and pipes are in good working order, if Tenant repeatedly clogs drains and pipes Landlord may bill Tenant for the repairs. Tenant shall not commit, or permit to be committed, any waste or any nuisance to the demised premises.

Section 7.2. Alterations, Improvements and Additions. Tenant may not make any alterations, improvements or additions without Landlord approval. Any repairs or maintenance to any alterations, improvements and additions that are made by Tenant shall be maintained, repaired and replaced at Tenant's expense.

Section 7.3. Annual Inspection. Landlord may conduct impromptu annual inspections. Landlord or agent of Landlord shall be granted access to the Tenant's premises for the purpose of inspecting the premises for any neglect or damage caused by the tenant, vandals, insects ect.

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ARTICLE 8 REAL ESTATE TAXES AND UTILITY EXPENSES

Section 8.1. Real Estate Taxes. Tenant shall reimburse Landlord annually for 50% of all real estate taxes applicable to the demised premises. The reimbursable amount will be prorated by the number of square feet of the demised premises and the number of days the Tenant occupied the demised premises for the current year. Tax reimbursement for 2009 will be approximately \$TBD per square foot.

Section 8.2. Real Estate Tax Payments. The annual real estate tax reimbursement will be sent via invoice from the Landlord annually by December 1st of the current year. Tenant shall reimburse Landlord for the full amount of the invoice by December 31st of the current year. Failure to reimburse Landlord by December 31st of the current year will be considered a violation of this lease and subject to a \$ 15.00 per day late charge.

Section 8.3. Apportionment between Landlord and Tenant. All real estate taxes payable during the calendar years in which the term of this Lease commences and expires shall be apportioned pro rata between Landlord and Tenant.

Section 8.4. Utilities. Tenant shall pay and discharge punctually all sewer rents and charges for water, gas, electricity, lights, telephone, cable, internet, satellite and power, and any and all other services and utilities furnished to the Demised Premises, the Improvements or the occupants of them.

ARTICLE 9 NET LEASE

Section 9.1. Net Lease. Intentionally omitted.

Section 9.2. Rent Not to Abate. Tenant's obligation to pay rent under this Lease shall not be affected by, nor shall the rent abate or be diminished, reduced, rebated or refunded on account of any want of repair, destruction or damage to the Demised Premises or the Improvements, regardless of the cause or extent of them, or for any inconvenience, discomfort, interruption of business or otherwise arising from the making of alterations, changes, additions or repairs to the Demised Premises or the Improvements, caused by Tenat. Tenant waives the provisions of any statute or rule of law now or hereafter in effect contrary to this Section.

ARTICLE 10 REQUIREMENTS OF PUBLIC AUTHORITY

Section 10.1. Compliance by Tenant.

a. Tenant, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, requirements, orders, directives, rules and

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regulations of all federal, state, county, and city governments and of all other governmental authorities, departments, boards and officers applicable to the Demised Premises or the Improvements or any part of them or to their use, whether or not compliance shall require structural changes (collectively in this Article, “requirements”). Tenant shall pay all costs, expenses, liability, losses, damages, fines, penalties, claims and demands, including reasonable attorney’s fees (collectively “the costs”), that may in any manner arise from or be imposed because of the failure of Tenant to comply with this Article and shall indemnify, hold harmless and defend Landlord of and from the costs, including reasonable attorney’s fees, except for costs arising from conditions existing on

The Demised Premises prior to the date of this Lease, and except for costs resulting from Landlord’s own acts. If Tenant causes any Hazardous Substances to be placed on the Demised Premises in violation of any Environmental Law, Tenant shall remove the same in compliance with all Environmental Laws, and this obligation shall survive the termination of this Lease. Tenant shall have the right to contest any requirements by appropriate legal proceedings.

b. Tenant shall comply with the requirements of all policies of public liability, fire and all other policies of insurance in force with respect to the Demised Premises and the Improvements.

Section 10.2. Environmental Representations and Warranties by Landlord.

a. Environmental Law. The term “Environmental Law” means any federal, state, local law, statute, ordinance, regulation or order and all amendments thereto pertaining to health, industrial hygiene, environmental conditions or Hazardous Substances.

b. Hazardous Substance. The term “Hazardous Substance” shall mean any hazardous or toxic substances, materials or wastes, or pollutants or contaminants as defined, listed or regulated by any Environmental Law or by common law decision including, without limitation, chlorinated solvents; petroleum products or by-products; asbestos; and polychlorinated biphenyl.

c. Landlord’s Representations and Warranties. Landlord represents and warrants as follows: To the best of Landlord’s knowledge, no Hazardous Substance exists on the Premises; there are no underground storage tanks on the Premises; and there is no asbestos or asbestos containing material in or on the Premises. Landlord has received no notice of any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Substance on the Premises (or off-site of the Premises that might affect the Premises) or related to any loss or inquiry that might result from any Hazardous Substance; any claims made or threatened by any third party against Landlord or the Premises relating to any loss or injury resulting from any Hazardous Substance; or any occurrence or condition on the Premises (or off-site of the Premises that might affect the Premises) that could cause the Premises or any part thereof, to be

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subject to any restriction on occupancy or use of the Premises under any Environmental Law.

ARTICLE 11 COVENANT AGAINST LIENS

Section 11.1. Tenant's Obligations to Discharge. Tenant shall not create or permit to be created and shall promptly discharge from the Demised Premises or Improvements, by bond or otherwise, any mechanic's, laborer's, or material man's lien, encumbrance or charge upon the Demised Premises, the Improvements, or any part of either ("Lien").

Section 11.2. Landlord's Rights to Discharge. If any Lien included in Section 11.1 shall be filed against the Demised Premises, the Improvements, or any part of either, Tenant at its own cost and expense, within thirty (30) days after filing of the Lien, shall discharge it of record or post a bond or other security satisfactory to Landlord. If Tenant fails to discharge or bond the Lien within thirty (30) days after its filing, Landlord, in addition to any other right or remedy it may have, and without waiving its right to give notice of default, pursuant to Section 25.1, may discharge the Lien of record or post a bond to assure its discharge. Any amounts paid by Landlord in the discharge or bonding of the Lien, including, but not limited to, penalties, interest, costs, allowances, and reasonable attorney's fees, together with interest at a rate of 10% per annum, shall be paid by Tenant to Landlord on demand.

Section 11.3. No Implied Consent of Landlord. Nothing in this Lease shall be construed as the consent or request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or material man for the performance of any labor or the furnishing of any material for any improvement, alteration or repair of the Demised Premises, the Improvements, or any part of either.

Section 11.4. Right to Contest. If Tenant desires to contest any Lien, it shall notify Landlord of its intention to do so within thirty (30) days after the filing of such Lien. In the event Tenant elects to so contest such Lien, Tenant shall not be in default hereunder until thirty (30) days after the final determination of the validity thereof, within which time Tenant shall satisfy and discharge such Lien to the extent held valid. Tenant shall protect and indemnify Landlord against all loss, expense, and damage resulting therefrom.

ARTICLE 12 ENTRY ON PREMISES BY LANDLORD

Section 12.1. Tenant's Obligations. Tenant shall permit Landlord and its authorized representatives to enter the Demised Premises and the Improvements at reasonable times and upon reasonable notice to Tenant for the purposes of inspecting the construction of the Improvements and to verify compliance of the Improvements with building code and all other applicable laws and regulations.

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Section 12.2. Landlord's Obligations. Landlord shall have the right to enter the Demised Premises and the Improvements at reasonable times and upon reasonable notice to Tenant within sixty (60) days prior to the expiration of the term of this Lease for the purpose of showing the Demised Premises to prospective tenants.

ARTICLE 13 ASSIGNMENT AND SUBLETTING

Section 13.1. Assignment and Subletting. Tenant shall not assign this Lease or sublet the whole or any part of the Demised Premises or the Improvements thereon without the prior express written consent of Landlord.

ARTICLE 14 HOLDING OVER

Section 14.1. Holding Over. In the event Tenant shall remain in occupation of the Demised Premises or the Improvements after the expiration or earlier termination of this Lease, in addition to having the right to remove Tenant in any manner permitted by law, and in addition to all other rights Landlord may have in law, in equity, and under this Lease, Landlord may accept rent from Tenant during any period of holdover and the tenancy created by acceptance of rent shall be that of a tenancy at will only. Any holdover by Tenant without Landlord's consent shall entitle Landlord to recover 150% of the monthly base rent applicable immediately prior to the expiration or earlier termination of this Lease.

ARTICLE 15 SURRENDER

Section 15.1. Surrender of Possession. Upon the expiration or earlier termination of the term of this Lease, Tenant shall quit and peacefully surrender and deliver to Landlord the possession and use of the Demised Premises and the Improvements, without delay, in good order, condition and repair, except for reasonable wear and tear, and free and clear of all liens, encumbrances and charges created by, through or under Tenant, without any payment or allowance by Landlord on account of the Improvements on the Demised Premises, and all rights of Tenant under this Lease and in the Improvements shall terminate. Notwithstanding the termination of the Lease, Tenant shall remain liable to Landlord for any loss or damage suffered by Landlord because of any default of Tenant. Upon surrender, Tenant shall assign to Landlord or Landlord's designees all agreements and rights relating to the operation or use of the Demised Premises or the Improvements, or Tenant's interest in them, as Landlord may request.

Section 15.2. Personal Property. Tenant shall immediately remove all personal property of Tenant remaining upon the Demised Premises or Improvements at the expiration or earlier termination of this Lease. Any personal property of Tenant remaining upon the Demised

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Premises or Improvements after the expiration or earlier termination of this Lease, may, at the option of Landlord, be removed and stored by Landlord in such manner, as Landlord deems appropriate. Tenant shall be responsible to Landlord for any cost or expense incurred by Landlord in removing and storing Tenant's personal property remaining on the Demised Premises or Improvements after the expiration or earlier termination of this Lease.

Section 15.3. Survival. The provisions of this Article shall survive the expiration or earlier termination of this Lease.

ARTICLE 16 INTENTIONALLY OMITTED

ARTICLE 17 INDEMNITY

Section 17.1. Tenant's Indemnification of Landlord. Tenant shall indemnify and hold Landlord harmless from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable fees of attorneys, which may be imposed upon, incurred by or asserted against Landlord because of the occurrence of any of the following (the "Claims") during the Lease term, except to the extent arising from a condition predating this Lease or caused by Landlord's own acts:

- a. Any work done in, on or about the Demised Premises or the Improvements;
- b. Any use, non-use, possession, occupation, condition, operation, maintenance or management of the Demised Premises or the Improvements or any part of either, or any adjacent sidewalk, curb, passageway or space;
- c. Any act or omission of Tenant or any of its agents, concessionaires, contractors, servants, employees, subtenants, or invitees;
- d. Any accident, injury or death to any person or damage to any property occurring in, on or about the Demised Premises or the Improvements, or any adjacent sidewalk, curb, passageway or space; or
- e. Any failure by Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations in this Lease.

If any action or proceeding is brought against Landlord because of any one or more of the Claims, Tenant, at its sole cost and expense, upon written notice from Landlord, shall defend that action or proceeding by competent counsel and bear the attorney's fees and court costs.

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ARTICLE 18 INSURANCE

Section 18.1. Other Insurance. Tenant, at its sole cost and expense, shall maintain insurance for Tenants improvements, trade fixtures and any other personal or business property kept on the premises, known as “renters insurance”.

Section 18.2. Insurance Increases. If the cost of insurance to said Landlord on said premises shall be increased by reason of the occupancy and use of said demised premises by Tenant or other person under said Tenant, all such increase over the existing rate shall be paid by said Tenant to said Landlord on demand.

Section 18.3. Liability Insurance – Tenant. Tenant shall, at Tenant’s expense, obtain and keep in force during the term and options of this Lease, a policy of general liability insurance insuring Tenant and Landlord against any liability arising out of Tenant’s use and occupancy of the Premises and all other areas appurtenant thereto. Such insurance shall be in an amount not less than \$500,000 per occurrence.

ARTICLE 19 EMINENT DOMAIN

Section 19.1. Termination of Lease. If all or substantially all of the Demised Premises and the Improvements shall be taken for any public, quasi-public or private use under any statute, by right of eminent domain or by private purchase in lieu of a taking (the “Condemnation Proceedings”), this Lease shall automatically terminate on the date title passes or possession is taken, whichever occurs first, and rent shall be prorated as of the termination date. If less than all or substantially all of the Demised Premises and the Improvements are taken, this Lease shall continue in full force and effect as to the portions not taken and shall terminate only as to the portion actually taken.

For purpose of this Article substantially all of the Demised Premises and Improvements shall be deemed taken if the portions not taken shall be insufficient for the continued operation of Tenant’s business.

Section 19.2. Distribution of Condemnation Proceeds. In the event of a taking the award, net of expenses of negotiation and litigation, shall be distributed as follows:

- a. The entire net award shall be paid to the Landlord. Less any awards for Tenant moving expenses, which shall be paid to Tenant.

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Section 19.3. Partial Taking. If less than substantially all of the Demised Premises and Improvements is taken (a “partial taking”) and restoration of the Improvements is feasible, Landlord promptly shall, at its own cost and expense, restore the Improvements as nearly like their condition prior to the taking as possible, provided, however, that Landlord shall not be obligated to pay or incur any cost or expense in total exceeding the net award available for such restoration. Notwithstanding Section 19.2, the net award upon such a partial taking shall be paid to Landlord to the extent necessary to pay Landlord’s cost of such restoration. The rent shall abate equitably based on the reduction in value of the Demised Premises by reason of the taking and subsequent restoration.

ARTICLE 20 LANDLORD’S RIGHT TO PERFORM TENANT’S COVENANTS

Section 20.1. Tenant’s Failure. If Tenant shall fail to perform any of its obligations under this Lease, Landlord may, at its option, after thirty (30) days’ written notice to Tenant, or without notice in case of an emergency, perform any of such obligations.

Section 20.2. Fees Incurred. Any moneys paid and all costs and expenses incurred by Landlord, including reasonable attorney’s fees, in the performance of Tenant’s obligations under this Lease, together with interest at the rate of 10% per annum, shall be paid by Tenant to Landlord on demand.

Section 20.3. Landlord’s Exercise of Rights. Landlord’s exercise of its rights under this Article shall not constitute a waiver of any other rights or remedies Landlord may have because of Tenant’s default.

ARTICLE 21 MORTGAGES Intentionally Omitted

ARTICLE 22 DAMAGE OR DESTRUCTION

Section 22.1. Damage or Destruction.

a. The destruction of said building or premises by fire, or the elements, or such material injury thereto as to render said premises unquestionably untenable for 60 days, shall at the option of said Landlord or Tenant produce and work a termination of this lease. If the Landlord and Tenant cannot agree as to whether said building or premises are unquestionably untenable for 60 days, the fact shall be determined by arbitration; the Landlord and Tenant shall each choose an arbitrator within five days after either has notified the other in writing of such damage, the two so chosen, before entering on the discharge of their duties shall elect a third, and the decision of any two of

EXAMPLE

such arbitrators shall be conclusive and binding upon both parties hereto. If it is determined by arbitration, or agreement between the Landlord and Tenant, that said building is not unquestionably untenable for 60 days, then said Landlord must restore said building at Landlord's own expense, with all reasonable speed and promptness, and in such case a just and proportionate part of said rental shall be abated until said premises have been restored.

b. The insurance proceeds paid because of damage to or destruction of the Improvements shall be paid to Landlord to be applied to the cost of the restoration. Any excess proceeds remaining after the restoration is complete shall belong to Landlord.

Section 22.1 Damage to Tenant's Property. Lessor shall not be liable to said Tenant or any other person or corporation, including employees, for any damage to their person or property caused by water, rain, snow, frost, fire, storm and accidents or by breakage, stoppage or leakage of water, gas, heating and sewer pipes or plumbing, upon, about or adjacent to said premises.

ARTICLE 23 TITLE PROVISIONS

Section 23.1. Quiet Enjoyment. Tenant, upon payment of the rent and the performance and observance of all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Demised Premises during the term of this Lease without hindrance or molestation by anyone.

ARTICLE 24 DEFAULT

Section 24.1. Events of Default. Any one or more of the following events shall constitute an event of default (an "event of default"):

a. Tenant's failure to pay any other rent or real estate tax reimbursements when due and payable, and the continuation of the failure to pay rent for fifteen (15) days after written notice from Landlord to Tenant;

b. Tenant's failure to observe and perform any of the terms, covenants, conditions, limitations or agreements under this Lease on Tenant's part to be observed or performed (except the obligation to pay rent) and the continuation of the failure for a period of thirty (30) days after notice from Landlord to Tenant specifying the nature of the failure;

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c. Tenant shall vacate or abandon the Demised Premises for a period of at least one hundred twenty (120) days during the term of the Lease, except to permit construction or alteration of the Demised Premises, or except in connection with an event described in Article 19 or 22.

d. Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy or insolvency statute or law (collectively in this Article “insolvency laws”), or shall seek, consent to or acquiesce in the appointment of any bankruptcy or insolvency trustees, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Demised Premises or Improvements;

e. The commencement of any action, case or proceeding (“Proceeding”) against Tenant seeking (i) any reorganization, arrangement, composition, readjustment, liquidation, dissolution, bankruptcy or similar relief under any insolvency laws, or (ii) the appointment, without the consent or acquiescence of Tenant, of any trustees, receiver or liquidator of Tenant or of all or substantially all of its properties or of the Demised Premises or Improvements, and the proceedings shall continue undismissed for a period of sixty (60) days.

Section 24.2. Remedies on Default.

a. Upon any one or more events of default, and subject to Article 21, Landlord may, at its option, at any time thereafter, give written notice to Tenant specifying the event or events of default and stating that this Lease and the term demised shall terminate on the date specified in the notice, which shall be at least ten (10) days after the giving of the notice. Upon the date specified in the notice, this Lease and the term demised and all rights of Tenant under this Lease shall terminate.

b. Upon termination of this Lease pursuant to this Section, Tenant shall quit and peacefully surrender the Demised Premises and the Improvements to Landlord. Landlord, upon or at any time after the expiration or termination of this Lease, without additional notice and without prejudice to any other rights and remedies it shall have at law or in equity, may re-enter the Demised Premises and Improvements, and remove from them Tenant, its agents, employees, servants, licensees, and subtenants and other persons, firms or corporations and all or any of its of their property, either by summary dispossession proceedings or by any suitable action or proceeding at law or in equity, and may repossess and have, hold and enjoy the Demised Premises and the Improvements.

c. Upon Landlord’s termination of this Lease, re-entry of the Demised Premises and Improvements or dispossession of the Tenant by summary proceedings or otherwise:

EXAMPLE

i. The rent shall become due and payable and be paid up to the time of termination, re-entry, or dispossession;

ii. Landlord at any time and from time to time may, and shall use reasonable efforts to, relet the Demised Premises and Improvements or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and on such conditions, including, without limitation, concessions of free rent and alterations of the Demised Premises and Improvements, as Landlord may determine, and Landlord may collect and receive all rents and income from them;

iii. Tenant, until the end of what would have been the term of this Lease in the absence of expiration or termination, shall be liable to and shall pay Landlord, as agreed current damages (the "current damages") for Tenant's default, the amount of all rent which would have been payable under this Lease by Tenant if it were still in effect, less the net proceeds of any reletting pursuant to the provisions of this Section, after deducting all Landlord's expenses in the reletting, including, without limitation, all repossession costs, brokerage and management commissions, operating expenses, legal expenses, reasonable attorney's fees, alteration costs, and expenses of preparation for reletting; and

iv. Tenant shall pay the current damages to Landlord, and Landlord shall be entitled to recover them from Tenant, by separate action, actions or proceedings, at such time or times when rent would have been payable under this Lease if it were still in effect. Nothing in this Lease shall be deemed to require Landlord to await the date this Lease would have expired had there been no default by Tenant or no termination by Landlord.

Section 24.3. Waivers. No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition of this Lease or to exercise any right or remedy upon a breach of any of them, and no acceptance of full or partial rent during the continuance of any breach, shall constitute a waiver of the breach or of the agreement, term, covenant, or condition. No agreement, term, covenant or condition to be performed or complied with by Tenant, and no breach of any of them, shall be waived, altered or modified except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, and each and every agreement, term, covenant and condition of this Lease shall continue in full force and effect with respect to any other existing or subsequent breach.

Section 24.4. Remedies Cumulative. Each right and remedy under this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise by Landlord of any one or more of those rights or remedies shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies Landlord may have.

EXAMPLE

ARTICLE 25

TDD Sales Tax

Intentionally Omitted. TBD.

ARTICLE 26

CONTINGENCIES

Intentionally Omitted. TBD.

ARTICLE 27

LANDLORD'S ADDITIONAL OBLIGATIONS

Intentionally Omitted. TBD.

ARTICLE 28

MISCELLANEOUS

Section 28.1. Force Majeure. If Landlord shall be delayed, hindered in or prevented from the performance of any act required under this Lease by reason of state or federal governmental orders which prevent the construction or development of the Improvements, strikes, material shortages, supply interruptions, riots, insurrection, or war (“force majeure”), performance of that act shall be excused for the period of the delay (but not exceeding one (1) year) and the period for the performance of the act shall be extended for a period equivalent to the excusable period of the delay (not exceeding one (1) year), provided the party delayed shall give the other party written notice and full particulars of the force majeure within a reasonable time after the event occurs. The provisions of this Article shall not excuse Tenant from the prompt payment of rent under this Lease.

Section 28.2. Notices and Rent Payments. Every notice, request, demand, consent, approval, objection, document, rent or other communication authorized or required by this Lease shall be in writing, sent postage prepaid by United States certified mail, return receipt requested, to the appropriate party at the following address, except rent which may be mailed “regular mail” or hand delivered to :

To Landlord: Walmart Investment Company
14151 Clayton Road
Town & Country, MO 63017

To Tenant: TBD

EXAMPLE

or to such other address as either party may designate by notice given from time to time in accordance with this Section. Notices shall be effective upon receipt by the other party.

Section 28.3. Successors and Assigns. Except as expressly provided otherwise in this Lease, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives, successors, administrators and assigns.

Section 28.4. Brokerage. Intentionally omitted.

Section 28.5. Entire Agreement. This Lease sets forth the entire agreement between the parties. There are no understandings, agreements, statements, promises, representations or warranties, express or implied, not specified herein respecting the Demised Premises and all prior conversations and writings by or between the parties or their representatives are merged herein and extinguished. This Lease shall not be modified except by a writing subscribed to by the party to be charged.

Section 28.6. Governing Law; Severability. This Lease shall be construed, as to both validity and performance, and enforced in accordance with and shall be governed by the laws of the State of Missouri, without regard to such jurisdiction's principles of conflicts of law. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held void or invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held void or invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

Section 28.7. Headings; Counterparts. The headings in this Lease are for purposes of reference only and shall not limit or define the meaning hereof. This Lease may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

Section 28.8. Attorney's Fees. If either party hereto brings an action or proceeding for a declaration of the rights of the parties under this Agreement or for any alleged breach or default thereof, or for any other acts arising out of this Agreement, the prevailing party to such action shall be entitled to an award of all of its costs, including reasonable attorney's fees and expenses, and any court costs incurred in said action or proceeding in addition to other damages or relief awarded, regardless of whether final judgment is entered in such action or proceeding.

Section 28.9. Fire Extinguishers and other restrictions. Tenant shall purchase, display and maintain all fire extinguishers required by the Fire Marshall and abide by the conditions listed below:

- a. Auctions. No auctions will be allowed on the demised premises.
- b. Signs / Awnings. No signs or awnings will be erected, hung or otherwise installed without Landlord approval.

EXAMPLE

- c. Interior brick walls are not to be painted or drilled into.
- d. Tenant shall keep the area around tenant's premises free of weeds and trash.
- e. Tenant shall be responsible for snow/ice removal on sidewalk from front door to parking lot.
- f. No flammable materials shall be stored inside the building.
- g. Tenant shall be responsible for trash removal and dumpster.

ARTICLE 29 LEASE VOID DATE

Section 30.1. Lease Void Date. This lease is null and void unless signed and returned to Landlord with payment for the first months' rent and security deposit by January 14th, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their duly authorized representatives.

LANDLORD

TENANT

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

EXAMPLE

PERSONAL GUARANTEE

We, _____ and _____, spouse,
Residing at _____

For and in consideration of your agreement to all terms and conditions of this lease to
(Name Of Company) _____

Hereinafter referred to as the "Company", of which (Name) _____

Is (Title) _____ hereby personally guarantees to you at (Landlord's
Company) _____ in the State of Missouri of any obligation of the Company
and we hereby agree to bind ourselves to pay you on demand any sum which may become due to
you by the Company whenever the Company shall fail to pay the same. It is understood that this
guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of
the company. We do hereby waive notice of default, nonpayment and notice thereof and consent
to any modification or renewal of the lease.

Guarantor Signature	Title	Social Security #	Date
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Guarantor Signature	Title	Social Security #	Date
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