

<b>Tenant Name:</b>	<b>Tenant</b>	<b>DBA:</b>	<b>XXXXX</b>
<b>Property Name:</b>	<b>XXXXX</b>	<b>Street</b>	<b>XXXXX, XXXX</b>
		<b>Address:</b>	<b>XXXX</b>
<b>Landlord:</b>	<b>Landlord</b>	<b>City/State/Zip:</b>	<b>XXXXX</b>
<b>Date Prepared:</b>	<b>3/13/2020</b>	<b>By:</b>	<b>OHI</b>

### TENANT SPACE INFORMATION

<b>Rentable Square Feet:</b>	<b>XXXX SF</b>
<b>Project Square Feet:</b>	<b>XXXX SF</b>
<b>Pro Rata Share:</b>	<b>XXX %</b>
<b>Other Notes:</b>	<b>N/A</b>

### ASSIGNMENT INFORMATION

<b>Current Assignor:</b>	<b>N/A</b>
<b>Current Assignee:</b>	<b>N/A</b>
<b>Executed as of:</b>	<b>N/A</b>
<b>Signed Consent of LL:</b>	<b>N/A</b>
<b>Notes:</b>	<b>N/A</b>
<b>Additional Information:</b>	<b>N/A</b>

### NOTICE ADDRESS

<b>Landlord's Notice Address:</b>	<b>XXXX</b>
<b>Tenant's Notice Address:</b>	<b>XXXX</b>
<b>Comments:</b>	<b>None</b>

### TERM, LEASE INDEX and NOTES

<b>Lease Agreement Date:</b>	<b>11/XX/2018</b>
<b>Lease Commencement Date:</b>	<b>12/XX/2018</b>
<b>Lease Expiration Date:</b>	<b>05/XX/2024</b>
<b>Rent Commencement Date:</b>	<b>06/XX/2019</b>
<b>Lease Term:</b>	<b>XX Months</b>
<b>Rent Renewal:</b>	<b>None</b>
<b>Notes</b>	<b>None</b>
<b>Guarantor:</b>	<b>None</b>
<b>Guarantor Address:</b>	<b>None</b>
<b>Other Notes:</b>	<b>None</b>

### RESTRICTIONS

<b>Permitted Use:</b>	The Demised Premises shall continuously be used only for a "Massage and Reflexology" and no other purpose. <b>Art 17 Page No 10</b>
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**Prohibited Use:** The Demised Premises shall not be used for any illegal purposes, for any use prohibited under recorded documents, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Demised Premises or the Shopping Center and shall be subject to rights of other tenants' leases. **Art 17 Page No 10-11**

**Center Open Hours** Tenant shall conduct its business in the Demised Premises during the regular customary days and hours for such type of business in the City or trade area in which the Shopping Center is located and keep the Demised Premises open for business during the same days, nights and hours as the majority of the retail stores in the Shopping Center. **Art 17 Page no 11**

**Radius Restriction:** During the term of this Lease, Tenant, its officers, directors, shareholders and their respective affiliates shall not directly or indirectly, as owner, manager, proprietor, stockholder, partner, consultant, and lender or otherwise engage in any similar or competing business within a radius of three (3) miles from the outside boundary of the Shopping Center. **Art 17 Page No 11**

**Other Notes:** None

**COST SCHEDULE**

**Free Rent:** XXXX

**Prepaid Rent:** XXXX

<b>Base Rent:</b>	<b>Term</b>	<b>Begin</b>	<b>End</b>	<b>Annual (Total)</b>	<b>Monthly</b>	<b>PSF Rate</b>	<b>SF</b>
	BASE	09/01/2018	08/31/2019		Already completed		
	BASE	09/01/2019	08/31/2020	16,709.04	1,392.42	\$15.91	1,050
	BASE	09/01/2020	08/31/2021	17,210.28	1,434.19	\$16.39	1,050
	BASE	09/01/2021	08/31/2022	17,726.64	1,477.22	\$16.88	1,050
	BASE	09/01/2022	08/31/2023	18,258.48	1,521.54	\$17.39	1,050

**Comment(s):** Minimum Monthly Rent, on the first day of each month, in advance.

**Other Notes:** **Rent Tax** - Tenant shall pay to Landlord, in addition to and along with any and all rental otherwise payable hereunder, any excise, transaction, sales, or privilege taxes, other than income and estate taxes, now or hereinafter imposed by any government or governmental agency upon Landlord and attributable to or measured by Minimum Guaranteed Rental or other charges or proration's payable by Tenant hereunder. **Art 8 Page 6**

**Percentage Rent:** N/A

**Breakpoint:** Lease is silent

**Recapture Rights:** Lease is silent

**Tenant Improvement Allowance:** N/A

**Construction Allowance:** N/A

**Notes** None

## DEPOSIT INFORMATION

**Security Deposit:** **\$1,312.50**

## RECOVERIES

**CAM/Operating Expenses:** **CAM - \$286.72**

**Common Area:** The term "common areas" means all areas and facilities outside the Demised Premises and within the exterior boundaries of the Shopping Center as may be modified from time to time that are provided and designated by Landlord from time to time for the general use and convenience of Tenant and of other tenants of the Shopping Center and their respective authorized representatives and invitees. Common areas include, without limitation, walkways, landscaped areas, and sidewalks, storage areas, loading areas, parking areas, roads, canopies and public restrooms. The common areas provided by Landlord shall at all times be subject to the exclusive control and management of Landlord. **Art 7, Page No. 5**

**Common Area Costs:** The "Shopping Center's Operating Costs" shall be the total costs and expense incurred by Landlord in operating, managing, maintaining and repairing the Shopping Center and the common areas including, without limitation: the costs and expenses for any equipment, device or other improvement required or installed to achieve, in the reasonable judgment of Landlord, economies in the operation, maintenance or repair of the project or to comply with any governmental statute, ordinance, code, controls or guidelines or any other governmental requirement with respect to the Shopping Center, including without limitation fire, health, safety or construction requirement, lighting of canopies, parking lot lights and signs; repairs to curbs, sidewalks, gutters, drywells, perimeter and trash container walls and pavements; sealing, renovating, replacing and resurfacing the parking lot, painting of parking lot stripes and directional signs, buildings, canopies and perimeter walls; repairing, maintaining or replacing roofs on the canopies and other common area structures; purchase, construction and maintenance of trash receptacles, seating and furnishings; policing and security including cost of uniforms; directional signs, car stops, sweeping, utilities; removal of rubbish and debris; regulation of traffic; costs and expenses incurred in renting and the depreciation on a straight-line basis over a reasonable useful life thereof of any owned equipment and machinery used in the operation of the common areas, including personal property taxes and other charges incurred in connection with such equipment; costs and expenses of planting, replanting, maintaining and replacing shrubbery, flowers and planters; costs to maintain, monitor, inspect and repair the fire sprinkler system(s) including water charges; costs of loudspeaker and music system; sprinkler repair, replacement and maintenance costs; public liability and property damage insurance and pest control plus an amount for the administration, management, operation and overseeing of the Shopping Center and of the common areas of the Shopping Center whether said services are provided by Landlord or by a third party property management agent.

Landlord shall endeavor to furnish to Tenant a statement showing the actual costs for the impounded expenses, Tenant's share of these costs and the impound payments made by Tenant during the accounting period within ninety (90) days after the end of

the accounting period. Landlord 's failure to provide such statement to Tenant within said ninety (90) days shall in no way excuse Tenant from its obligation to pay its pro rata share of actual costs or constitute a waiver of Landlord's right to invoice and collect Tenant's pro rata share in accordance with this Lease. **Art 7, Page No. 6**

**Impounds:** The Tenant's share of the real estate taxes and assessments (Article 5), fire and extended coverage and liability insurance (Article 6), Shopping Center's Operating Costs (Article 7), Landlord's expenses in repairing (Article 1 6), utilities (Article 21 ), and rubbish removal (Article 34) may, at Landlord's option, be collected through a monthly impound to be paid to the Landlord at the time of payment of the Minimum Guaranteed Rental. The monthly impound amount shall be a sum calculated to meet the Tenant's estimated share of such expenses as reasonably determined by Landlord. **Art 41, Page No. 30**

## FEE

**NSF Fee:** XXXX

**Utilities:** Tenant shall be solely responsible for and promptly pay all charges for heat, water, sewer, gas, electricity and/or any other utility used or consumed in the Demised Premises. Should Landlord elect to supply the water, sewer, gas, heat, electricity and/or any other utility used or consumed in the Demised Premises, Tenant agrees to purchase and pay for the same as additional rent as reasonably apportioned by Landlord between the various tenants consuming said utility. In no event shall Landlord be liable for an interruption or failure in the supply of any such utilities to the Demised Premises. The Tenant shall use reasonable diligence in the conservation of any utilities supplied to the Demised Premises. **Art 21 Page No. 13-14**

**Late Fee:** Greater of \$100 or 5% of each payment 5 days or more in arrears.  
If it continues more than 15 days shall bear interest rate of 18% pa. **Art 9 Page No 7**

**Prop 13/Reassessment:** Lease is Silent

**Administrative Fee:** 15%

**Management Fee:** N/A

**Re Taxes and Insurance (Recovery):** **RE Taxes :** TT will pay its PRS share Art 5, Page No 4-5  
**Property Insurance :** TT will pay its PRS share Art 6, Page No 5

**Other Notes:** None

## TT's INSURANCE

**TT Insurance:** Tenant shall throughout the Lease Term carry and maintain, at Tenant's cost and expense, the following types of insurance. **Art 22, Page No. 14**

- (a) All plate and other glass insurance;
- (b) Broad form boiler or coverage on the heating and air conditioning equipment;
- (c) General liability insurance in Standard Form in respect to the Demised Premises,

protecting the Landlord, Landlord's management agent and others having an insurable interest therein, named against any liability whatsoever occasioned by accident or disaster on, in, or about the Demised Premises or any appurtenances thereto, and on, in, or about the sidewalks immediately adjoining the Demised Premises, with limits of liability of not less than \$1,000,000.00 Combined Single Limit; (d) Contents insurance covering all of the Tenant's stock-in-trade, fixtures, furniture, furnishings, floor coverings, equipment and the like in an amount equal to one hundred (100%) percent of replacement value, providing protection against any peril included within the classification of "Fire and Extended Coverage" including, but not limited to, sprinkler damage, vandalism and malicious mischief. (e) Statutory amount of workmen's compensation insurance required by the State of Arizona for the benefit of Tenant's employees. (f) If any alcoholic beverages are sold from the Demised Premises, dram shop liability insurance coverage shall be maintained in an amount not less than \$1,000,000.00.

Tenant shall pay to Landlord a charge of \$25.00 per day for each day that Landlord does not have evidence satisfactory to Landlord that Tenant is in compliance with the terms of this Article. **Art 22 Page No 14**

**INSURANCE DEFAULT BY TENANT** - On default by Tenant in obtaining any insurance required hereunder or delivering required evidence of coverage or paying the premiums or other charges thereon as aforesaid, it shall be the privilege, though not the obligation, of Landlord to effect fully such insurance and likewise to pay any premiums or charges thereon. All sums so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, together with interest at eighteen (18%) percent per annum from the respective dates of Landlord's making of each such payment, shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand. **Article 23 Page No 15**

## DEFAULT

### Default:

**Rent Default Notice days: when due**

**Non-Rent Default Notice days: 3 business days**

**In the event of default - Remedies - Art 30, Page No. 20-21**

## TERMINATION

### Termination:

**In the event of default:** Notwithstanding that Landlord fails to elect to terminate this Lease initially, Landlord at any time during the term of this Lease may elect to terminate this Lease by virtue of any previously uncured default by Tenant. **Art 30(b), Page No. 20**

**In the event of Condemnation:** In the event that the whole of the Shopping Center shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of actual taking.

If the whole of the common areas in the Shopping Center shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then

the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding. **Art 26, Page no. 18-19**

**Assignment & Sublet:** Any assignment or subletting without the prior written consent of Landlord shall be void, and shall, at the option of Landlord, terminate this Lease. **Art 18, Page No. 11-12**

**In the Event of Casualty :** If (i) both the Demised Premises and the Shopping Center shall be damaged to the extent of twenty five (25%) percent or more of the cost of replacement thereof, or (ii) the Demised Premises or the building of which the Demised Premises are a part shall be destroyed or partially damaged as a result of a risk not insured by Landlord, or (iii) the Demised Premises shall be damaged to the extent of twenty (20%) percent or more of the cost of replacement thereof during the last two (2) years of the Lease term (or any renewal term), or (iv) the building constituting the Shopping Center shall be damaged to the extent of fifty (50%) percent or more of the cost of replacement thereof, whether or not the Demised Premises shall be damaged, or (v) if any individual retail space containing 20,000 or more square feet, if any, within the Shopping Center is damaged and such store or stores are not re-opened for business for a period of one hundred eighty ( 180) days after such damage or destruction, then or in any such events, Landlord may elect to cancel this Lease by written notice of cancellation given to Tenant within ninety (90) days after the date of such occurrence, and thereupon this Lease shall cease and terminate with the same force and effect as though the date set forth in the Landlord's said notice were the date herein fixed for the expiration of the Lease term; **Art 24, Page No. 15-16**

LL shall terminate the lease (1) If damage or destruction occurs to the Shopping Center or any part thereof by reason of any cause in respect of which there are no proceeds of insurance available to Landlord, or (2) If the proceeds of insurance are insufficient to pay Landlord for the costs of rebuilding or making fit for occupancy (including architectural fees) the Shopping Center or any part thereof(including the Demised Premises), or (3) If any mortgagee or other person or entity entitled to the proceeds of insurance does not consent to the payment to Landlord of such proceeds for such purpose, or (4) if, in Landlord's opinion, any such damage or destruction is caused by any fault, neglect, default, negligence, act, or omission of Tenant, or those for whom Tenant is in law responsible, or any other person entering upon the Demised Premises under express or implied invitation of Tenant. **Art 24(b), Page No. 16**

<b>1<sup>st</sup> Right/Refusal:</b>	Lease is Silent
<b>Purchase Option:</b>	Lease is silent
<b>Relocation/Reduction of space:</b>	Lease is Silent

**LANDLORD/TENANT RIGHTS**

**Assignment/Subletting:** Tenant shall not assign this Lease, or any interest therein, and shall not sublet the Demised Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person (the employees , officers and servants of Tenant

excepted) to occupy or use the Demised Premises, or any portion thereof, without first obtaining the written consent of Landlord.

Consent to an assignment shall not release the original named Tenant or any Guarantors from liability for the continued performance of the terms and provisions on the part of Tenant to be kept and performed.

Any assignment or subletting without the prior written consent of Landlord shall be void, and shall, at the option of Landlord, terminate this Lease.

In the event that Landlord shall consent to an assignment, sublease, occupation or use of another hereunder, Tenant shall pay to Landlord the greater of the then Minimum Guaranteed Rental or one thousand and 00/100 (\$1,000.00) Dollars, plus any legal fees, incurred in connection with the processing of documents necessary to the granting of such consent and assumption by the transferee of this Lease. **Art 18 Page 11-12**

### **Alteration and Fixtures**

**Alterations:** Landlord shall construct the Demised Premises in compliance with all governmental building regulations, in accordance with Exhibit "8" annexed hereto.

Tenant may, at its expense, make such alterations and improvements to the Demised Premises and install interior partitions as it may require, provided that the written approval of the Landlord is first obtained and that such improvements and alterations are done in a workmanlike manner in keeping with all building codes and regulations and in no way harm the structure of the Demised Premises, provided that at the expiration of this Lease or any extension thereof, Tenant, at its expense, restores the Demised Premises to its original condition and repairs any damage to the Demised Premises, resulting from the installation or removal of such partitions, fixtures, or equipment as may have been installed by Tenant if requested to do so by Landlord.

If Tenant has not removed the lien within ten (10) days after notice to Tenant, Landlord may pay the amount of such mechanic's lien or security agreement or discharge the same by deposit, and the amount so paid or deposited, shall be deemed additional rent reserved under this Lease, and shall be payable forthwith by Tenant to Landlord with interest at eighteen (18%) percent per annum from the date of payment by Landlord. **Art 14 Page No 8-9**

**Fixtures:** All fixtures installed by Tenant shall be new or completely reconditioned. Tenant shall not make or cause to be made any alterations, additions or improvements, or install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings, or make any changes to the storefront without first obtaining Landlord's written approval. Tenant shall present to the Landlord two (2) sets of plans and specifications for such work at the time approval is sought. **Art 13 Page No 8**

### **Holdover:**

After the expiration of the term of lease, Tenant shall be considered a month-to-month tenant. During any such month-to-month tenancy, Tenant shall pay to Landlord one hundred fifty (150%) percent of the Minimum Guaranteed Rental paid

during the last month of the Lease term plus any forms of additional rent. **Art 33 Page No 22**

**Condemnation:** **Art. 26, Page No. 18 - 19**

**Right of entry to LL:** Landlord or its representatives shall have the right to go upon and inspect the Demised Premises at all reasonable times and shall have the right to post and keep posted thereon notices of non-responsibility or such other notices which Landlord may deem to be proper for the protection of Landlord's interest in the Demised Premises. **Art 14 Page No 9**

Landlord may card the Demised Premises "**For Lease**" or "**For Rent**" sixty (60) days before the termination of this Lease. Said sign shall be placed in a prominent place in Tenant's window, as selected by Landlord, and the sign shall be Landlord's or Landlord's agent's standard leasing sign. Landlord may enter the Demised Premises at reasonable hours to exhibit same to prospective purchasers or tenants. **Art 35 (i), Page No 26**

**Use of Roof:** Landlord agrees to keep in good order and repair the roof, exterior walls (exclusive of all glass and doors which shall be the responsibility of Tenant), water, sewer and fire sprinkler systems, if any, but not the fixtures pertaining to such systems which shall be the responsibility of the Tenant to maintain. **Art 16 (a) Page No 10**

**Signage:** Prior to the Commencement Date, Tenant shall install and maintain sign(s), advertising Tenant's business or products sold in the Demised Premises, provided that Tenant obtains the necessary permits from proper governmental authorities for the erection and maintenance of said sign(s), and the prior written approval and consent of the Landlord as to size, type, design and location of the sign(s) on the fascia of the building over the Demised Premises, which approval will not be unreasonably withheld. Signs installed by Tenant shall, at all times, be in good working order, non-audible and non-flashing. Sign criteria is attached hereto as Exhibit "C".

Except during construction and no longer than sixty (60) days after Tenant opens for business, Tenant shall not be permitted to erect, install, or place any temporary or permanent signs in the common areas of the Shopping Center including on the sidewalk, landscaped areas, parking lot, etc. or use any vehicle parked in or adjacent to the Shopping Center which in Landlord's reasonable opinion acts as an advertisement for or to hold a sign advertising Tenant's business. **Art 31 Page no 21**

**Exhibit C - Gilbert Towne Center Sign Criteria**

**Other Notes:** None

## MISCELLANEOUS

**Casualty:** **Article 24 Page No 15-16**

**Non-Liability for Certain Damages** Not listed in the lease

**Indemnity:** **Art 27, Page No. 18-19**



**LL'S LIEN. SECURITY AGREEMENT, AND ATTORNEY'S FEES**

If Tenant has not removed the lien within ten (10) days after notice to Tenant, Landlord may pay the amount of such mechanic's lien or security agreement or discharge the same by deposit, and the amount so paid or deposited, shall be deemed additional rent reserved under this Lease, and shall be payable forthwith by Tenant to Landlord with interest at eighteen (18%) percent per annum from the date of payment by Landlord, and with the same remedies to the Landlord, if not paid, as in the case of default in the payment of Minimum Guaranteed Rental as herein provided. **Art 14, Page No 9**

**Financing; Subordination**

**Art 25, Page No. 17**

**LL's Contractual Security Interest:**

Not listed in the lease

**Surrender of Premises:**

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work as a merger, and shall, at the option of Landlord, terminate all or any existing subleases or sub tenancies, or may, at the option of Landlord, operate as an assignment to Landlord of any and all such subleases or sub tenancies. **Art 39 Page No 30**

**Parking**

Tenant agrees that it and its officers and employees will park their vehicles only in such space as Landlord may from time to time designate as employee parking space, which may, at the election of Landlord, be adjacent to the Shopping Center and separated there from by intervening streets. **Art 7 Page No 5**

**REPAIRS & MAINTENANCE****Repairs & Maintenance by LL**

Landlord agrees to keep in good order and repair the roof, exterior walls (exclusive of all glass and doors which shall be the responsibility of Tenant), water, sewer and fire sprinkler systems, if any, but not the fixtures pertaining to such systems which shall be the responsibility of the Tenant to maintain. **Art 16 (a) Page No 9**

**Renovation during term of this lease. Art 29 Page no 19-20**

**Repairs & Maintenance by TT**

Tenant shall at all times keep the Demised Premises (including maintenance, replacement and repair of exterior entrances, all glass and window moldings, all partitions, doors, fixtures, ceiling tile, lighting, heating and plumbing fixtures, air conditioning system and any appurtenances thereof) in good order, condition and repair (including reasonable periodic painting as determined by LL). Tenant shall maintain the heating and air conditioning equipment serving the Demised Premises including changes thereto as a result of laws concerning chlorofluorocarbons. Should Tenant not maintain the Demised Premises to Landlord's satisfaction, Landlord may notify Tenant in writing of the maintenance item(s) which do not meet Landlord's satisfaction. Tenant shall have ten (to) days from the date of Landlord's notice to comply with Landlord's notice. Should Tenant not comply within the ten (to) day period, Landlord shall have the right to make the necessary repairs or provide the necessary maintenance to the Demised Premises and Landlord may charge the cost of such repair or maintenance plus a handling fee equal to fifteen (15%) percent of the costs of such repair or maintenance directly to Tenant as additional rent which amount shall be due and payable by Tenant to Landlord within ten (10) days after the

date of Landlord's billing to Tenant. **Art 15 Page no 9**

If Landlord is required to make repairs by reason of the acts or omissions of Tenant, its agents, employees, contractors, or invitees, Landlord may charge the cost of such repair plus a handling fee equal to fifteen (15%) percent of the cost of said repairs directly to Tenant as additional rent which shall be due and payable by Tenant to Landlord within ten (10) days after Landlord's billing to Tenant. **Art 16 Page No 10**

**Tenant Neglect** - If Tenant refuses or neglects to repair the Demised Premises as required to the reasonable satisfaction of the Landlord as soon as reasonably possible after written demand, Landlord may make such repair without liability to Tenant for any loss or damage that may occur to Tenants merchandise, fixtures, or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay Landlord 's costs for making such repairs **plus fifteen (15%) percent for overhead** , within ten (10) days after the presentation of bill to Tenant by Landlord as additional rent. **Said bill shall include interest at eighteen (18%) percent per annum** on said cost from the date of completion of repairs by Landlord. **Art 20 Page No 13**

Other Notes:

None

**ADDITIONAL INFORMATION**

<b>Brokers:</b>	<b>XXXX</b>
<b>Missing Documents:</b>	<b>None</b>
<b>Exhibits:</b>	Exhibit A: Site Plan Exhibit B: Work Letter Exhibit C: Sign Criteria