

## **LEASE**

THIS LEASE is made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ between Boone Electric Satellite Systems, Inc., a Missouri corporation having an address at 1413 Range Line St., Columbia, Missouri 65201, (hereinafter referred to as "BESSI") and Boone County Regional Sewer District, a common sewer district organized pursuant to Chapter 204, RSMo., having an address at 1314 N 7th St, Columbia, MO 65201, (hereinafter referred to as "BCRSD").

**WHEREAS**, BESSI owns a commercial building, with a permanent mailing address of 909 Business Loop, Columbia, Missouri 65202, which will be offered for rental;

**WHEREAS**, BCRSD desires to rent said commercial building, owned by BESSI;

**WHEREAS**, BESSI desires to lease said commercial building (referred to hereafter as the "Premises"), to BCRSD.

**NOW THEREFORE** for and in consideration of the undertakings and obligations of the parties hereto, it is hereby agreed as follows:

1. **LEASED PREMISES.** BESSI leases to BCRSD and BCRSD leases from BESSI the Premises described and set forth in **Exhibit 1**, attached hereto and incorporated herein by reference.

### **2. LEASE TERM.**

2.1 Term: This Lease shall commence on the 1<sup>st</sup> day of \_\_\_\_\_, 202\_\_ and continue in force and effect on a month-to-month basis, unless and until either BCRSD or BESSI gives written notice to the other party of its intent to terminate this Lease. Said notice shall be given at least thirty (30) days prior to the desired date of termination.

2.2 Renewal: This Lease shall automatically renew on a monthly basis contingent upon BCRSD not being in default under any of the terms of this Lease agreement.

3. **RENT.** BCRSD agrees to pay to BESSI those sums set forth in **Exhibit 2**, attached hereto and incorporated herein by reference, as the monthly rental amount due for the Premises.

3.1 Rental for Term: During the Term, BCRSD shall pay to BESSI a fixed monthly rental for the Premises as set forth in **Exhibit 2**, attached hereto on the first day of each month of the Term, to be mailed or delivered to BESSI at the above address or such other address as designated by BESSI, on the Commencement Date and on the monthly anniversary thereof. Any sum due from BCRSD to BESSI which is not paid within five (5) days of it being due shall bear interest from the date due until the date paid at the annual rate of nine percent (9%) per annum and, in addition, BCRSD shall pay BESSI a late charge for any Rent payment which is paid more than five (5) days after its due date equal to five percent (5%) of such payment. Rent payments which have been

mailed not more than three (3) days after the due date shall be deemed to have been timely paid. The sole proof of the date of mailing shall be the official U.S. Post Mark.

**4. USE.** BCRSD agrees that it shall occupy and use the Premises only for the primary purpose of an administrative office and operations headquarter, and not for any other purpose. BCRSD shall comply with all federal, state and municipal laws, ordinances and regulations and all covenants, conditions and restrictions of record applicable to BCRSD's use or occupancy of the Premises. BESSI represents to BCRSD that the intended use of the Premises by BCRSD and the specifications set forth in **Exhibit 1** are in compliance with the municipal laws, ordinances and regulations and all covenants, conditions and restrictions of record. Without limiting the foregoing, BCRSD shall not cause, nor permit, any hazardous or toxic substances which are inconsistent with use of the premises as set forth in more detail above, to be brought upon, produced, stored, used, discharged or disposed of in, on or about the Premises. Furthermore, BCRSD shall maintain the Premises in a manner which is in compliance with the municipal laws, ordinances and regulations and all covenants, conditions and restrictions of record. The reasonable cost of all actions by BESSI to maintain the Premises in compliance with all applicable federal and state environmental laws, regulations, covenants, municipal laws, ordinances and restrictions of record, shall be recoverable upon demand from BCRSD.

**5. CONDITION OF PREMISES.** BCRSD taking possession of the Premises shall be conclusive evidence that the Premises were in good order and satisfactory condition when BCRSD took possession. All alterations, remodeling, decorating, or improvement of the Premises shall be the responsibility of BCRSD. No other representation except as set forth herein regarding the condition of the Premises, have been made by or on behalf of BESSI or relied upon by BCRSD.

## **6. SERVICES.**

**A. Services.** BESSI shall be responsible for establishing, and any and all fees and charges by the applicable utility for the connection, reconnection, metering, service fees and deposits and the monthly costs of all services to the Premises, including, but not limited to:

- (i) natural gas supplied to the Premises;
- (ii) electricity furnished to the Premises;
- (iii) all telephone, cable television, satellite or internet service to the Premises;
- (iv) public sewage system serving the Premises;
- (v) security system for the Premises;
- (vi) sanitary water supplied to the premises; and
- (viii) basic trash services.

BESSI shall, after receipt of any utility bill for the aforementioned services, pay such utility bill and invoice BCRSD for reimbursement for the entire payment amount. BCRSD shall pay such reimbursement invoices from BESSI within ten (10) business days from receipt.

**7. CERTAIN RIGHTS RESERVED TO BESSI.** BESSI reserves the following rights, each of which BESSI may exercise without notice to BCRSD and without liability to BCRSD, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of BCRSD use or possession of the Premises and shall not give rise to any claim for setoff or abatement of rent or any other claim: (a) to change the name or street address of the Premises; (b) to retain at all times, and to use in appropriate instances, access codes, keys or other manner of access to all secure doors within and into the Premises; (c) to show or inspect the Premises at reasonable times and, if vacated or abandoned, to prepare the Premises for re-occupancy; (d) to take any other action which BESSI deems reasonable in connection with the, maintenance or preservation of the Premises; (e) BESSI may at any time during the Term of this Lease, in response to an enlargement in the real property taxes assessed against the Premises owned by BESSI, assess against BCRSD any such increased portion of the tax assessment through an increase in the Triple Net Expenses as set forth in **Exhibit 2**.

**8. MAINTENANCE AND REPAIRS.** As of the Commencement Date of the Lease, BESSI represents and warrants that the building services and systems serving the premises are in good and normal working condition. Subject to the provisions of Section 12, BESSI, at its sole expense, agrees to be responsible for the maintenance and repair of the roof, foundation, parking lot, landscaping, sidewalks, pathways, outdoor lighting, vehicle parking areas, HVAC, vertical and horizontal columns, any other structural portions of the Premises; plumbing and sewer services to the exterior of the building. BCRSD shall be responsible for the maintenance and repair of all non-structural interior portions of the Premises including, but not limited to: all plumbing and electrical equipment within the interior of the premises, all light bulbs, janitorial services, ceiling tiles, ceiling grid, partition (non-load bearing) walls, doors, trash removal, flooring and exterior illuminated and non-illuminated signage attached to or placed upon the Premises. BCRSD shall be limited to the maximum amount of standard trade signage permitted by local authorities on the exterior of the Premises, ground sign(s), direction signs(s) and pylon sign(s).

## **9. ALTERATIONS.**

**A. Requirements.** BCRSD shall not make any replacement alteration, improvement or addition to or removal from the Premises (collectively an “alteration”) without the prior written consent of BESSI. Each alteration shall be performed in a good and workmanlike manner, in accordance with the plans and specification approved in advance by BESSI, and shall meet or exceed the standards for construction and quality of materials established by BESSI for the Premises. In addition, each alteration shall be performed in compliance with all applicable governmental and insurance company laws, regulations and requirements. Each alteration, whether temporary or permanent in character, made by BESSI or BCRSD in or upon the Premises (excepting only BCRSD furniture, equipment and trade fixtures) shall become BESSI’ property and shall remain upon the Premises at the expiration or termination of this Lease without compensation to BCRSD; and provided further that BCRSD and not BESSI shall retain any tax benefits associated with such alterations.

**B. Liens.** Upon completion of any alteration, BCRSD shall promptly furnish BESSI with sworn owner’s and contractors statements and full and final waivers of lien covering all

labor and materials included in such alteration. BCRSD shall not permit any mechanic's lien to be filed against the Premises, or any part thereof, arising out of any alteration performed, or alleged to have been performed, by or on behalf of BCRSD. If any such lien is filed, BCRSD shall within ten days thereafter have such lien released of record or deliver to BESSI a bond in form, amount, and issued by a surety satisfactory to BESSI, indemnifying BESSI against all cost and liabilities resulting from such lien and the foreclosure or attempted foreclosure thereof.

**10. INSURANCE.** BCRSD, at its expense, shall maintain at all times during the Term the following insurance policies: (a) renter's insurance covering the contents of the Premises, said policy shall be in an amount to cover the replacement value of the entire contents of the Premises, whether said contents be the property of BESSI or BCRSD; (b) fire insurance, including extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage coverage and demolition and debris removal, insuring the full replacement cost of all improvements, alterations or additions to the Premises made at either BCRSD or BESSI expense, and all other property owned or used by BCRSD and located on the Premises; (c) commercial general liability insurance and property damage insurance with respect to the Premises, of not less than \$1,000,000 per person and \$3,000,000 per occurrence combined limit for personal injury, sickness or death or for damage to or destruction of property; and (d) insurance against such other risks and in such other amounts as BESSI may from time to time require. The form of all such policies and deductibles thereunder shall be subject to BESSI' prior approval. All such policies shall be issued by insurers acceptable to BESSI and licensed to do business in the State of Missouri. In addition, the policies shall name BESSI and any other parties designated by BESSI as additional insureds, shall require at least thirty (30) days prior written notice to BESSI of termination or modification and shall be primary and not contributory. BCRSD shall at least ten (10) days prior to the Commencement Date, and within ten (10) days prior to the expiration of each such policy, deliver to BESSI certificates evidencing the foregoing insurance or renewal thereof, as the case may be.

**11. INDEMNIFICATION.**

**Indemnification of BESSI:** To the extent permitted by law, BCRSD shall defend, indemnify and hold harmless BESSI from and against any and all third-party claims arising from (i) BCRSD use of the Premises, or from the conduct of BCRSD business in or about the Premises; (ii) any breach or default in the performance of any obligation on BCRSD part to be performed under the terms of this Lease; (iii) the negligence of BCRSD, or any of BCRSD agents, contractors or employees; (iv) against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceedings brought thereon, and for which all avenues of appeal have been exhausted. In no event, however shall BESSI be entitled to indemnification under this Section if such claim arises from any breach or default in the performance of any obligation on BESSI part to be performed under the terms of this Lease, or arising from any negligence or intentional misconduct of BESSI, or any of BESSI' agents, contractors or employees. Nothing in this paragraph, Section, or Agreement is, nor shall be construed as, a waiver of any governmental or sovereign immunity of BCRSD, its officials, nor any of its employees.

Indemnification of BCRSD: To the extent permitted by law, BESSI shall defend, indemnify and hold harmless BCRSD from and against any and all third-party claims arising from any breach or default in the performance of any obligation on BESSI part to be performed under the terms of this Lease, or arising from the negligence of BESSI or any of BESSI's agents, contractors or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or action or proceeding brought thereon, and for which all avenues of appeal have been exhausted. In no event, however, shall BCRSD be entitled to indemnification under this Section if such claim arises from any breach or default in the performance of any obligation on BCRSD part to be performed under the terms of this Lease, or arising from any negligence or intentional misconduct of BCRSD, or any of BCRSD agents, contractors or employees.

**12. FIRE AND CASUALTY.** Upon a fire or other casualty affecting the Premises, BESSI, with reasonable diligence, shall restore the Premises. Notwithstanding the foregoing, if all or a substantial part of the Premises is rendered unusable by reason of fire or other casualty, BESSI may, at its option, either restore the Premises, or terminate this Lease effective as of the date of such fire or other casualty. BESSI agrees to give BCRSD written notice within thirty (30) days after the occurrence of any such fire or other casualty designating whether BESSI elects to so restore or terminate this Lease. If BESSI elects to terminate this Lease, Rent shall be paid through and apportioned as of the date of such fire or other casualty. If BESSI elects to restore, BESSI's obligation to restore the Premises shall be limited to restoring those improvements in the Premises existing as of the date of such fire or other casualty which were made at BESSI's expense and shall exclude any furniture, equipment, fixtures, additions, alterations or improvements in or to the Premises which were made at BCRSD expense. If BESSI elects to restore, Rent shall abate for that part of the Premises which is unusable on a per diem basis from the date of such fire or other casualty until BESSI has substantially completed its repair and restoration work, provided that BCRSD does not occupy such part of the Premises during said period.

**13. CONDEMNATION.** If the Premises are rendered unusable by reason of a condemnation (or by a deed given in lieu thereof), then either party may terminate this Lease by giving written notice of termination to the other party, within thirty (30) days after such condemnation, in which event this Lease shall terminate effective as of the date which is the day immediately preceding the date of such condemnation. If this Lease so terminates, Rent shall be paid through and apportioned as of such termination date. If such condemnation does not render the Premises unusable, this Lease shall continue in effect and BESSI shall promptly restore the portion not condemned to the extent reasonably possible to the condition existing prior to the condemnation. In such event, however, BESSI shall not be required to expend an amount in excess of the proceeds received by BESSI from the condemning authority. BESSI reserves all rights to compensation for any condemnation of its fee ownership of the Premises. BCRSD shall maintain the right to receive that part of the condemnation award that it is entitled to as a matter of law. BCRSD shall make no claim against BESSI for compensation for termination of BCRSD leasehold interest under this Lease or interference with BCRSD business.

**14. ASSIGNMENT AND SUBLetting.**

BCRSD shall not, without the prior written approval of BESSI: (i) assign, convey, mortgage or otherwise transfer this Lease or any interest hereunder, or sublease the Premises, or any part thereof, whether voluntarily or by operation of law; or (ii) permit the use of the Premises by any person other than BCRSD and its employees. Any such transfer, sublease or use described in the preceding sentence (a "Transfer") occurring without the prior written consent of BESSI shall be void and of no effect. BESSI consent to any Transfer shall not constitute a waiver of BESSI right to withhold its consent to any future Transfer. BESSI consent to any Transfer or acceptance of rent from any party other than BCRSD shall not release BCRSD from any covenant or obligation under this Lease. Furthermore, BESSI may require, as a condition to its consent to any assignment of this Lease, that the assignee execute an instrument in which such assignee assumes the obligations of BCRSD hereunder.

**15. SURRENDER.** Upon termination of the Term or BCRSD right to possession of the Premises, BCRSD shall return the Premises to BESSI in good order and condition, ordinary wear and damage by fire or other casualty excepted. BCRSD shall also remove its furniture, equipment, trade fixtures and all other items of personal property from the Premises prior to the termination of the Term or BCRSD right to possession of the Premises. If BCRSD does not remove such items within thirty (30) days of the termination of the Term or BCRSD right to possession of the Premises, BCRSD shall be conclusively presumed to have conveyed the same to BESSI without further payment or credit by BESSI to BCRSD; or at BESSI sole option such items shall be deemed abandoned, in which event BESSI may cause such items to be removed and disposed of at BCRSD expense, without notice to BCRSD and without obligation to compensate BCRSD.

**16. DEFAULTS AND REMEDIES.**

**A. Default.** The occurrence of any of the following shall constitute a default (a "Default") by BCRSD under this Lease: (i) BCRSD fails to pay any Rent when due and such failure is not cured within five (5) days after written notice from BESSI; (ii) BCRSD fails to perform any other material provision of this Lease and such failure is not cured within thirty (30) days after written notice from BESSI; (iii) the leasehold interest of BCRSD is levied upon or attached under process of law; (iv) BCRSD dissolves; (v) BCRSD abandons or vacates the Premises; or (vi) any voluntary or involuntary proceedings are filed by or against BCRSD under any bankruptcy, insolvency or similar laws and, in the case of any involuntary proceedings, are not dismissed within thirty (30) days after filing.

**B. Right of Re-Entry.** Upon the occurrence of a Default, BESSI may elect to terminate this Lease, or, without terminating this Lease, terminate BCRSD right to possession of the Premises. Upon any such termination, BCRSD shall immediately surrender and vacate the Premises and deliver possession thereof to BESSI. BCRSD grants to BESSI the right to enter and repossess the Premises and to expel BCRSD and any others who may be occupying the Premises and to remove any and all property therefrom, without being deemed in any manner guilty of trespass and without relinquishing BESSI rights to Rent or any other right given to BESSI hereunder or by operation of law.

C. *Reletting.* If BESSI terminates BCRSD right to possession of the Premises without terminating this Lease, BESSI may relet the Premises or any part thereof. In such case, BESSI shall use reasonable efforts to relet the Premises on such terms as BESSI shall reasonably deem appropriate. In addition, if the consideration collected by BESSI upon any such reletting, after payment of the expenses of reletting the Premises which have not been reimbursed by BCRSD, is insufficient to pay monthly the full amount of the Rent, BCRSD shall pay to BESSI the amount of each monthly deficiency as it becomes due. If such consideration is greater than the amount necessary to pay the full amount of the Rent, the full amount of such excess shall be retained by BESSI and shall in no event be payable to BCRSD.

D. *Other Remedies.* BESSI may but shall not be obligated to perform any obligation of BCRSD under this Lease; and, if BESSI so elects, all costs and expenses paid by BESSI in performing such obligation, together with interest at the rate of 9% per annum, shall be reimbursed by BCRSD to BESSI on demand. Any and all remedies set forth in this Lease: (i) shall be in addition to any and all other remedies BESSI may have at law or in equity, (ii) shall be cumulative, and (iii) may be pursued successively or concurrently as BESSI may elect. The exercise of any remedy by BESSI shall not be deemed an election of remedies or preclude BESSI from exercising any other remedies in the future.

E. *Bankruptcy.* If BCRSD becomes bankrupt, the bankruptcy trustee shall not have the right to assume or assign this Lease unless the trustee complies with all requirements of the United States Bankruptcy Code; and BESSI expressly reserves all of its rights, claims, and remedies thereunder.

17. **HOLDING OVER.** If BCRSD retains possession of the Premises after the expiration or termination of the Term or BCRSD rights to possession of the Premises, BCRSD shall pay Rent during such holding over at double the rate in effect immediately preceding such holding over computed on a monthly basis for each month or partial month that BCRSD remains in possession. The provisions of this Section do not waive BESSI rights of re-entry or right to regain possession by actions at law or in equity or any other rights hereunder, and any receipt of payment by BESSI shall not be deemed a consent by BESSI to BCRSD remaining in possession or be construed as creating or renewing any lease or right of tenancy between BESSI and BCRSD.

18. **SUBORDINATION.** This Lease is and shall be expressly subject and subordinate at all times to: (a) any present or future ground, underlying or operating lease of the Premises, and all amendments, renewals and modifications to any such lease, and (b) the lien of any present or future mortgage or deed of trust encumbering fee title to the Premises and/or the leasehold estate under any such lease. If any such mortgage or deed of trust be foreclosed, or if any such lease be terminated, upon request of the mortgagee, beneficiary or lessor, as the case may be, BCRSD will attorn to the purchaser at the foreclosure sale or to the lessor under such lease, as the case may be. The foregoing provisions are declared to be self-operative and no further instruments shall be required to effect such subordination and/or attornment; provided, however, that BCRSD agrees upon request by any such mortgagee, beneficiary; lessor or purchaser at foreclosure, as the case may be, to execute such subordination and/or attornment instruments as may be required by such person to confirm such subordination and/or attornment

on the form customarily used by such party. Notwithstanding the foregoing to the contrary, any such mortgagee, beneficiary or lessor may elect to give the rights and interests of BCRSD under this Lease (excluding rights in and to insurance proceeds and condemnation awards) priority over the lien of its mortgage or deed of trust or the estate of its lease, as the case may be. In the event of such election and upon the mortgagee, beneficiary or lessor notifying BCRSD of such election, the rights and interests of BCRSD shall be deemed superior to and to have priority over the lien of said mortgage or deed of trust or the estate of such lease, as the case may be, whether this lease is dated prior to or subsequent to the date of such mortgage, deed of trust or lease. In such event, BCRSD shall timely execute and deliver whatever instruments may be required by such mortgagee, beneficiary or lessor to confirm such superiority on the form customarily used by such party.

**19. QUIET ENJOYMENT.** As long as no Default exists, BCRSD shall peacefully and quietly have and enjoy the Premises for the Term, free from interference by BESSI subject, however, to the provisions of this Lease.

**20. NOTICES.** All notices and demands to be given by one party to the other party under this Lease shall be given in writing, mailed or delivered to BESSI or BCRSD, as the case may be, at the address set forth above or at such other address as either party may hereafter designate. Notices shall be delivered by hand or by United States certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight air courier service. Notices shall be considered to have been given upon the earlier to occur of actual receipt or two (2) business days after depositing in the United States mail.

**21. SECURITY DEPOSIT.** Upon execution of this Lease, BCRSD shall furnish a security deposit equal to one month's rent as of the date of the Commencement Date to BESSI as security for the performance of BCRSD obligations under this Lease. Upon the occurrence of a Default, BESSI may use all or any part of the Security Deposit for the payment of any rent or for the payment of any amount which BESSI may pay or become obligated to pay by reason of such Default. If any portion of the Security Deposit is used, BCRSD shall within five (5) days after written demand therefore deposit cash with BESSI in an amount sufficient to restore the Security Deposit to its original amount. BESSI shall not be required to keep the Security Deposit separate from its general funds, and BCRSD shall not be entitled to interest on the Security Deposit. In no event shall the Security Deposit be considered an advanced payment of rent, and in no event shall BCRSD be entitled to use the Security Deposit for the payment of rent. The Security Deposit, less any amount owed BESSI pursuant to this Lease, or any balance thereof shall be returned to BCRSD within thirty (30) days after the expiration of the Term and vacation of the Premises by BCRSD. BESSI shall have the right to transfer the Security Deposit to any purchaser of the Premises and/or complete building containing the Premises. Upon such transfer, BCRSD shall look solely to such purchaser for return of the Security Deposit; and BESSI shall be relieved of any liability with respect to the Security Deposit.

**22. MISCELLANEOUS.**

**A. Successors and Assigns.** Subject to Section 14 of this Lease, each provision of this Lease shall extend to, bind and inure to the benefit of BESSI and BCRSD and their

respective legal representatives, successors and assigns; and all references herein to BESSI and BCRSD shall be deemed to include all such parties.

B. *Entire Agreement.* This Lease, and the exhibits, if any, attached hereto which are hereby a part of this Lease, represent the complete agreement between BESSI and BCRSD; and BESSI has made no representations or warranties except as expressly set forth in this Lease. No modification or amendment of or waiver under this Lease shall be binding upon BESSI or BCRSD unless in writing and signed by an authorized agent or representative of BESSI and BCRSD.

C. *Execution and Delivery.* Submission of this instrument for examination or signature by BCRSD does not constitute a reservation of space or an option for lease, and it is not effective until execution and delivery by both BESSI and BCRSD. Execution and delivery of this Lease by BCRSD to BESSI shall constitute an irrevocable offer by BCRSD to lease the Premises on the terms and conditions set forth herein, which offer may not be revoked for fifteen (15) days after such delivery.

D. *Severability.* The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provisions.

E. *Governing Law.* This Lease shall be governed by and construed in accordance with the laws of the State of Missouri.

F. *Attorneys' Fees.* If either party shall institute a lawsuit against the other in any way connected with this Lease or for the recovery of possession of the Premises, the successful party shall recover from the other a reasonable sum for its attorneys' fees in connection with such suit. The amount of such attorneys' fees shall be fixed by the court.

G. *Delay in Possession.* In no event shall BESSI be liable to BCRSD if BESSI is unable to deliver possession of the Premises to BCRSD on the Commencement Date for causes outside BESSI reasonable control. If BESSI is unable to deliver possession of the Premises to BCRSD by the Commencement Date, the Commencement Date shall be deferred until BESSI can deliver possession to BCRSD, and the Expiration Date shall be deferred for an equal number of days.

H. *Joint and Several Liability.* If BCRSD is comprised of more than one party, each such party, excluding its officers, directors, shareholders, and employees, shall be jointly and severally liable for BCRSD obligations under this Lease.

I. *Force Majeure.* Neither party shall be in default hereunder if it is prevented from performing any of its obligations hereunder due to any accident, breakage, strike, shortage of materials, war, terrorism, government regulations, disaster, civil disorder, curtailment of transportation facilities, acts of God or other causes beyond BESSI reasonable control.

J. *Captions.* The headings and titles in this Lease are for convenience only and shall have no effect upon the construction or interpretation of this Lease.

K. *No Waiver.* No receipt of money by BESSI from BCRSD after termination of this Lease or after the service of any notice or after the commencing of any suit or after final judgment for possession of the Premises shall renew, reinstate, continue or extend the Term or affect any such notice or suit. No waiver of any default of by either party hereto shall be implied from any omission by the other party to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.

L. *No Recording.* BCRSD shall not record this Lease or a memorandum of this Lease in any official records without written consent of BESSI which shall not be unreasonably withheld if the request by BCRSD is for a valid business purpose.

M. *Time of Essence.* Time is of the essence of this Lease and each and all of its provisions.

**IN WITNESS WHEREOF**, BESSI and BCRSD have executed this Lease as of the day and year first above written.

**Boone County Regional Sewer District:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Boone Electric Satellite Systems Inc.:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT 1-Premises**

Real property known as 909 Business Loop, Columbia MO 65202; containing approximately 8,334 SF ("Premises"), including the parking lot(s) located on such real property.

## **EXHIBIT 2-Rent Calculation**

**Rent** Monthly: **\$3,263.75**

**Rent Calculations:**

**Monthly Base Rent: \$3,263.75**

**Monthly Triple Net Expenses: \$1,736.25**

Total Monthly Rent: **\$5,000.00**

The aforesaid Triple Net Expenses include BCRSD's share of the annual real estate taxes, building insurance and anticipated maintenance on the Premises.