COMMERCIAL
LEASE AGREEMENT

THIS LEASE entered into this ***18th day of November, 2026***, by and between **HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT** (hereinafter referred to as Lessor) and **CITY OF HOLIDAY ISLAND** (hereinafter referred to as Lessee).

NOW THEREFORE, in view of the matters herein recited and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Lessor and Lessee hereby mutually promise, covenant, and agree as follows:

1. Leased Premises: Lessor is the owner of certain property located in Barry County, Missouri, specifically described as follows:

A TRACT OF LAND SITUATED IN BARRY, STATE OF MISSOURI AND BEING A PART OF SECTION 28, TOWNSHIP 21 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT N 89 DEGREES 33 MINUTES 15 SECONDS WEST 958.88 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 28, THENCE NORTH 89 DEGREES 33 MINUTES 15 SECONDS WEST 660 FEET TO THE UNITED STATES GOVERNMENT FEE TAKING LINE, THENCE NORTH 01 DEGREES 57 MINUTES 112 SECONDS EAST 485.37 FEET ALONG SAID TAKING LINE, THENCE SOUTH 61 DEGREES 12 MINUTES 15 SECONDS EAST 547.95 FEET ALONG SAID TAKING LINE TO THE POINT OF BEGINNING.

SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY, OR RESTRICTIONS OF RECORD OR FACT.

Lessee shall lease from Lessor a portion of said property consisting of one building and parking area as depicted in the attached Exhibit as area "A" and the northern bay of a separate building as depicted as area "B." Lessee shall also have a nonexclusive easement to access the area from the Arkansas-Missouri boundary and Lessee shall not exclude Lessor's use of the leased premises for purposes of ingress and egress.

2. Term: The term of this lease will be for a period of five (5) years beginning on January, 1st 2027 all end one (5) years from the date of the beginning of the term or upon proper written notice given by either party. Both parties are required to give at least sixty (60) days written notice of termination.

3. Rental Payment: Rental payment shall be $2,200 per year. Said rental payment shall be paid in full on the first day of the term of this lease and monthly on the same date in the following month and each month thereafter. The rental price shall be $2,200 per year and shall not be adjusted for any reason. Lessee shall deliver 1st month's rent and "last" month's rent to Lessor prior to taking possession.

In addition to the monthly rental payment, LESSEE shall be responsible for county/city real estate taxes. Insurance agent or LESSEE to provide proof within thirty (30) days of purchase.

In addition, LESSEE shall be solely responsible for maintaining the condition of the building/premises is a condition similar to the condition of the building/premises at the beginning of the lease term.

4. **Inspections:** Lessor may at all reasonable hours, and with reasonable notice enter upon any part of the Premises for the purpose of examining the condition thereof.

5. **Damage to Tenant's Property:** Lessor shall not be liable to Lessee or any other person or entity, including employees, for any damage to person or property caused by water, rain, snow, frost, fire, storm or accident, or by breakage, stoppage or leakage of water, gas, heating, and sewer pipes or plumbing, upon, about or adjacent to the Premises.

6. **Surrender on Termination:** The Lessee shall surrender the Premises at the termination of this lease. The premises shall be in as good condition as received, ordinary wear and tear and providential destruction or damage excepted.

7. **Contents Insurance:** Lessee shall maintain during the term, content insurance and provide Lessor with a copy of said coverage.

8. **Hold Harmless/Indemnification**: Lessee agrees to hold Lessor harmless and to indemnify them from any and all claims or causes of actions arising out of or related to Lessee's use, possession, or occupancy of the property described herein, or the use, possession, occupancy, or presence on the property of any other person, entity or thing.

9. **Commercial Use Only**: This lease shall be for commercial purposes only.

10. **Utility Expense:** all utilities shall be held in lessee's name and paid solely by lessee.

11. **Assignment or Subletting**: This Lease shall not be assigned nor shall the Premises or any part thereof be let or sublet for any purpose other than as above provided without the written consent of LESSOR. The LESSOR agrees that it will not unreasonably withhold approval of any person, partnership, or corporation to which this lease can be assigned by the LESSEE; provided, the assignee shall (a) be in the same or a compatible business or profession, and (b) be in a financial position which can be expressed as "equivalent to that of the current LESSEE"; or provide a suitable guarantor or guarantors.

12. **Cost of Enforcement**: In the event either party is required to bring legal action to enforce the terms of this agreement, the prevailing party shall be entitled to recover their reasonable attorney's fees, costs and expenses incurred in bringing said legal action.

13. **Severability**: If any provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have duly executed the foregoing instrument in duplicate the day and year first above written.

LESSOR:

HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT

BY : _____

ITS : _____--

LESSEE:

CITY OF HOLIDAY ISLAND

BY: _____

ITS: _____

EXHIBIT



Lease includes the Road Department Maintenance Building and land utilized for equipment and materials storage indicated as section "A", the northern most bay in the building indicated as "B", and access to the property via the drive off of Elm Lane.