

INDUSTRIAL LEASE AGREEMENT

THIS LEASE, executed in duplicate this _____ day of _____, 2011,
between **Yoder Developments**, Lessor, and _____ Lessee,

Address: _____
Lessee's Drivers License #: _____
Lessee's Social Security #: _____
Home Telephone #: _____
Cell Telephone #: _____

- 1. USE** Lessor leases to Lessee for the sole purpose of _____
the premises described as follows: _____
- 2. TERM** The term shall be for one (1) year commencing on _____ and ending on _____.
- 3. RENTAL** LESSEE agrees to pay to LESSOR, without deduction or offset, a monthly rental of _
_____ dollars per month, in advance, on the first day of each and every month during
said term.
- 4. LATE RENT** LESSEE agrees to pay LESSOR ten percent (10%) of that installment, as a service charge
with any installment of rent which shall be seven (7) or more days late. The charge is to
reimburse LESSOR for its loss of the use of rental fees as well as to compensate for the
added administrative and bookkeeping expenses resulting from LESSEE's late payment.
- 5. SECURITY DEPOSIT** LESSEE also herewith pays _____ dollars as a security deposit for faithful performance of
this Lease. Upon faithful performance of this Lease said sum shall be returned to LESSEE.
- 6. POSSESSION** If LESSOR, for any reason, cannot deliver possession of the premises to LESSEE at the
commencement of the term, this Lease shall not be void or voidable, nor shall LESSOR be
liable to LESSEE for any loss or damage resulting therefrom, but there shall be a
proportionate deduction of rent covering the period between the commencement of said
term and the time when LESSOR can deliver possession.
- 7. USE** LESSEE shall not use the premises for any purpose other than that for which leased; and no
use shall be made of the premises which shall increase the standard rate of insurance upon
the building. If the rate does increase because of LESSEE's use then LESSEE shall pay the
entire increase promptly upon receipt of a bill. LESSEE shall, at his sole cost, comply with all
requirements of all government agencies and of any insurance company. necessary for
maintenance of reasonable fire and public liability insurance covering said premises.
- 8. ALTERATIONS** LESSEE shall not commit any nuisance, or other acts or things which may disturb the quiet
enjoyment of any other tenants. LESSEE shall not make any alterations without obtaining all
necessary permits and the prior written consent of LESSOR. Any addition or alteration of the
premises, except movable furniture and trade fixtures, shall become a part of the realty.
- 9. DEFAULT** Either (a) the appointment of a receiver, or (b) a general assignment by LESSEE for the
benefit of creditors, or (c) any action taken under any insolvency or bankruptcy proceedings
may be deemed a breach of Lease by LESSEE and, at LESSOR'S election, constitutes a
cancellation of this Lease.

In addition, the occurrence of any one or more of the following events shall constitute a
material default and breach of this Lease by LESSEE;

(a) The failure by LESSEE to make any payment of rent or any other payment required to be
made by LESSEE hereunder, as and when due, where such failure shall continue for a
period of three days after written notice thereof from LESSOR to LESSEE.

(b) Abandonment and vacation of the premises (failure to occupy and operate the premises
for 10 consecutive days shall be deemed an abandonment and vacation).

(c) Failure to perform any other provision of this Lease if the failure is not cured within 15
days after notice has been given to LESSEE. However, if the default cannot reasonably be
cured within 15 days, LESSEE shall not be in default or this Lease if LESSEE commences
to cure the default within the 15 day period and diligently and in good faith continues to cure
the default.

In the event of any of the aforementioned defaults by LESSEE, LESSOR may at any time
thereafter and in addition to any other remedies allowed by law;

(a) Continue the Lease in effect whether or not LESSEE shall have abandoned the
premises. In such event LESSOR shall be entitled to enforce all of LESSOR'S rights and
remedies under this Lease, including the right to recover the rent as it becomes due
hereunder.

(b) Terminate LESSEE'S right to possession of the premises by any lawful means, in which
case this Lease shall terminate and LESSEE shall immediately surrender possession of the
premises to LESSOR. In such case LESSOR shall be entitled to recover from LESSEE all
damages incurred by LESSOR by reason of LESSEE'S default.

- 10. REPAIRS** The premises are now in good order and repair. LESSEE shall, at his sole expense, maintain the premises and every part thereof, including all glass, doors, the maintenance of the plumbing fixtures and any or leakage or stoppage thereof, air conditioning and heating equipment, if any, (including the cleaning and replacement of filters) in good condition and repair, reasonable wear and tear excepted. LESSOR shall maintain the roof and exterior walls, excepting for any damages caused thereto caused by LESSEE, in which event LESSEE shall repair the damage.
- 11. DAMAGE LIABILITY** LESSEE, as a material part of the consideration to be rendered to LESSOR, hereby waives all claim against LESSOR for damages to goods, wares and merchandise in, upon, or about said premises, from any cause arising at any time, and LESSEE will hold LESSOR exempt and harmless from any damage or injury to any person, or to the goods, wares and merchandise of any person, arising from the use of the premises by LESSEE, or from the failure of LESSEE to keep the premises in good condition and repair, as herein provided.
- 12. INSURANCE** LESSEE agrees to procure and maintain a policy of public liability and property damage insurance in a good insurance company for the benefit of LESSEE, making LESSOR an additional insured thereunder, and by the terms of which LESSOR is insured against all loss, damage or liability of whatsoever nature arising out of or in connection with the use of or operations on the leased premises, or the parking lot, during the term hereof. The minimum liability of any policy shall be \$300,000 for injury or death of one person, \$500,000 for injury or death of more than one person, and \$50,000 property damage.
- LESSEE will deliver to LESSOR policies evidencing the insurance of LESSEE under the terms hereof, or certificates of coverage from the insurance company writing said policy which designate the company writing the same, the number, the amount and provisions thereof.
- 13. SIGNS** LESSEE shall not place any sign or awning on premises without the written consent of LESSOR: LESSEE upon request of LESSOR, shall immediately remove any sign or decoration which, in the opinion of LESSOR, is objectionable and if LESSEE fails to do so, LESSOR may enter said premises and remove the same and any cost incurred in said removal, including repair of any damage caused to the premises, shall be paid by LESSEE. LESSOR has reserved the exclusive right to the exterior sidewalk, walls and roof of said premises.
- 14. UTILITIES** LESSEE shall pay for all utilities except LESSOR shall furnish normal water usage.
- 15. SUBLEASE** LESSEE shall not assign this Lease, or any interest therein, without the written consent of LESSOR, but such consent will not be unreasonably withheld.
- 16. TAXES** During this Lease LESSEE shall pay prior to delinquency all taxes assessed and levied upon fixtures, furnishings, equipment and all other personal property of LESSEE contained in the premises.
- 17. LEGAL FEES** In case suit shall be brought for any unlawful detainer of said premises, for the recovery of any rent due under this Lease, or because of the breach of any other covenant by LESSEE, LESSEE shall pay a reasonable attorney's fee to LESSOR.
- 18. SUBORDINATION** This Lease is subject and subordinate to all mortgages and deeds of trust which may now or hereafter affect the real property of which the premises form a part, and to all renewals, modifications, replacements, and extensions thereof. LESSEE hereby agrees to execute any instruments for the benefit of LESSOR as may be necessary to effectuate this provision of the Lease.
- 19. HOLDING OVER** If LESSEE holds over after the termination of this Lease, such holding over shall not be considered renewal of this Lease; it shall be construed as a tenancy from month to month only, at the same rental and under the same terms and conditions of this Lease.
- 20. CLEANING DEPOSIT** LESSEE shall deposit _____ dollars for cleaning and repairs which shall be returned after the expiration of the lease, if, in the opinion of the LESSOR, the unit is left clean and in good state of repair.
- 21. PARKING** Any vehicle or other conveyance or item, left on the parking lot continuously more than six (6) days may be towed away by LESSOR and all costs shall be paid by LESSEE. LESSEE shall have the use of two(2) parking spaces to be assigned by LESSOR if deemed necessary.
- 22. NO OUTSIDE USE** No work or storage shall be done outside the building. Anything left outside the building shall be considered abandoned and may be hauled away by LESSOR, and any cost involved shall be paid by LESSEE.

IN WITNESS WHEREOF, LESSOR and LESSEE have signed this Lease the day and year first above written.

LESSOR

LESSEE