Lease Terms if You Ever Needed to Leave Early

From: M Bret Blackford (bret_blackford@yahoo.com)
To: sazonstl@hotmail.com
Cc: bret_blackford@yahoo.com
Date: Wednesday, September 16, 2026 at 08:32 AM CDT

Christian,

I went back through the lease after your message. There is not a simple early-termination fee or “buyout” amount written into the lease.

If Sazon simply stopped operating or moved out before the lease ends, the landlord could treat that as a default. The lease specifically says that being closed for more than 14 business days can be considered abandonment.

The main potential costs would be:

- **Remaining rent:** The lease says the landlord could potentially make the remaining rent for the rest of the lease due immediately. The legal term for this is “accelerating” the rent.
- **NNN charges:** “NNN” means the additional property expenses you pay along with the base rent. In this lease, those generally include Sazon’s share of property taxes, building insurance, and common-area maintenance expenses such as the parking lot and other shared property costs.
- **Re-leasing costs:** If the landlord has to find another tenant, the lease allows certain costs such as repairs, leasing commissions, and legal expenses to be charged back to the tenant.
- **Personal guarantee:** You and Mario Garcia personally guaranteed the lease. In simple terms, that means the landlord may be able to pursue you and Mario personally for amounts owed rather than being limited to ALAMOS LLC.

The landlord can also take the space back and try to rent it to someone else. If that happens, rent received from a replacement tenant would be applied as provided in the lease, but Sazon could still be responsible for amounts owed under the original lease.

So, the simple answer is that there is **not a fixed penalty such as two or three months of rent**. The potential obligation could be much larger.

One other thing to keep in mind is what happens if you ever **sell Sazon**. Selling the restaurant does not automatically transfer the lease to the new owner. The landlord would generally need to approve the transfer in writing.

Also, because you and Mario personally guaranteed the lease, I would want any future sale of Sazon to include a written agreement from the landlord confirming that the buyer is taking over the lease and that you, Mario, and ALAMOS LLC are released from future lease obligations. Otherwise, it would be possible to sell the restaurant but still remain financially responsible for the lease if the new owner later stopped paying.

If you ever did want to leave early or sell Sazon, I would talk with the landlord before doing anything. A negotiated early termination, an approved replacement tenant, or a properly structured sale of the restaurant could all be much better options than simply walking away from the lease.

Since you said the restaurant is doing well and you are not planning to leave, I would not worry about this right now. I just wanted you to understand what the lease says in plain English.

--- Bret

DocuSign Envelope ID: A184A6C4-0A2D-4400-A6BA-C16B11D3E318

LEASE AGREEMENT

THIS LEASE, made and entered into this 1st day of October, 2025, by and between 5th Street Capital Group L.L.C. (A Missouri limited liability company), hereinafter "Lessor", and ALAMOS LLC, hereinafter called "Lessee".

1. PREMISES

WITNESSETH, that Lessor for and in consideration of the rents, covenants and agreements hereinafter set out and hereby agreed to be paid, kept and performed by Lessee and the executors, administrators, successors and assigns of Lessee, has leased, and by these presents does lease to Lessee the following described premises:

Approximately 2,500 square feet of space known and numbered as: 416 S 5th St, St. Charles, MO 63301

2. USE OF PREMISES

To have and to hold the same, subject to the conditions contained herein, and for no other purpose or business other than a restaurant.

3. TERM AND BASE RENTAL

The term of this Lease shall be for a period of five (5) years, commencing on execution of commencement date agreement and ending on the end of the 60th month.

The "Commencement Date" of this Lease shall be the date Tenant first obtains and receives all required governmental approvals and licenses permitting the sale and/or service of alcoholic beverages on the Premises (the "Liquor License"). Tenant shall diligently pursue issuance of the Liquor License following execution of this Lease and shall keep Landlord reasonably informed of the status of such application.

For avoidance of doubt, this Lease shall be binding upon execution; however, the Lease Term and Tenant's obligation to pay Rent shall not commence until the Commencement Date as defined herein. If the Commencement Date falls on a day other than the first day of a calendar month, rent for such partial month shall be prorated on a per diem basis.

Term	Annual	Monthly
Month 1-Month 3	$0	$0
Month 4-Month 12	$48,000.00	$4,000.00
Month 13-Month 24	$49,680.00	$4,140.00
Month 25-Month 36	$51,418.80	$4,284.90
Month 37-Month 48	$53,218.46	$4,434.87
Month 49-Month 60	$55,081.10	$4,590.10

All rent is payable in advance on the first day of each and every month during the said term without deduction, abatement, or setoff of any nature whatsoever. All payments by Lessee to Lessor pursuant to any provision of this Lease shall be paid to:

Make checks payable to: 5th Street Capital Group L.L.C.

Mail payments to: 524 Old Moray Place, Saint Charles, MO 63301

or at such other place as Lessor may designate from time to time.

b.) Temporary Reduced Base Rent

Notwithstanding anything to the contrary in Section 3 of this Lease, Tenant shall pay to Landlord a reduced Base Rent in the amount of Three Thousand Two Hundred Fifty Dollars ($3,250.00) per month until such time as Landlord has substantially completed construction of the patio area adjacent to the Premises ("Patio Completion"). Patio Completion shall be deemed to have occurred upon Landlord's written notice to Tenant that such work is substantially complete. Upon Patio Completion, as evidenced by such written notice, the Base Rent set forth in Section 3 of this Lease shall automatically become effective without further notice or action by either party, and Tenant shall thereafter pay such Base Rent for the remainder of the Term.

c.) Renewal Option

Tenant shall have the option to extend the Term of the Lease for one (1) additional period of five (5) years (each a "Renewal Term") provided Tenant is not in default of any term, covenant or condition of the Lease. The Annual Base Rent payable by Tenant during the Renewal Term shall be at the then current Market Rate (as hereinafter defined), as determined by Landlord at Landlord's reasonable discretion. For purposes of this Section, "Market Rate" shall be based upon the rate for comparable space in the Building, as of the commencement date of the intended Renewal Term, taking into consideration all aspects of the then current market including, without limitation, the square footage of the then current Premises, the economic strength of the Tenant, duration of the Renewal Term, CAM, Taxes and Insurance (as defined below), and any and all other factors relevant to renewal tenants within the applicable marketplace. To exercise the right to renew for a Renewal Term, Tenant shall notify Landlord in writing (per the Notice section set forth) of its intent to renew the Lease not less than six (6) months prior to the current Expiration Date. If Tenant fails to deliver the requisite notice exercising the Renewal Term by the date prescribed above, Tenant's option to extend the Term for the applicable Renewal Term and future Renewal Term shall be void and inoperable.

4. DELINQUENT RENT

The Tenant shall pay to the Landlord as monthly rent in lawful money of the United States in advance and without demand on the first day of each month throughout the term of this Lease. In the event any payment of rent is not received by the fifth (5) day of the month from the date on which said rent payment is due, Tenant shall pay an initial late payment charge of 10% of the monthly base rent. A service charge in the amount of $50.00 shall be charged for any returned checks. This provision shall in no way affect the right of Landlord to declare Tenant in default of this Lease for the failure to pay any sums when due.

5. COMMON AREAS

The term Common Areas includes all driveways, entrances, exits, roadways, parking areas, landscaped areas, grass areas, sidewalks, malls, truck routes and other features and facilities provided for the general uses and purposes of all tenants of the building in which the demised premises are located (the "Center").

Lessee shall have the non-exclusive right during the term of this Lease to use the common areas for itself and its customers, but Lessor reserves the right to designate the areas in which Lessee's employees, agents and licensees shall park.

All common areas shall be subject to the exclusive control and management of Lessor or such other persons or

nominees as Lessor may delegate or assign to exercise such management or control, in whole or in part, in Lessor's place and stead, and Lessor and Lessor's nominees and assignees shall have the right to establish, modify, amend and enforce reasonable rules and regulations with respect to the common areas. Lessee agrees to abide by and conform with such rules and regulations; to cause its employees and agents to so abide and conform; and to use its best efforts to cause its customers, invitees and licensees to so abide and conform. Lessor shall have the unqualified right to increase or reduce the common areas and to rearrange the parking spaces and improvements of the common areas.

Lessor shall have the exclusive right at any and all times to close any portion of the common areas for the purpose of making repairs, changes, alterations, or additions thereto. Lessor may alter, change, or remodel the front of the demised premises, including the relocation of any signs thereon. Lessor shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Lessee by reason of the performance of any work in the repair, alteration or remodeling of the common areas or on the front of the demised premises. Lessor shall, however, in connection with the doing of any such work cause as little inconvenience, annoyance, disturbance, loss of business or other damage to Lessee as may reasonably be possible under the circumstances.

6. COMMON AREA MAINTENANCE CHARGES

Lessee agrees to pay promptly each month to Lessor as additional rent a "Common Area Maintenance Charge" which shall constitute Lessee's pro rata share of Lessor's actual gross costs for each calendar year for maintaining and operating the common areas as herein defined. The pro-ration is based upon Lessee's square footage of building area to the total square feet of the Center, and the parties agree Lessee's pro rata share is Fifty Four Percent (54%) of such gross costs.

Such gross costs of maintenance and operation shall include all costs and expenses of every kind or nature incurred by Lessor in the operation, maintenance or repair of all the common areas as determined in accordance with generally accepted accounting principles. Without otherwise limiting the generality of the foregoing, there shall be included in such gross costs the costs of snow removal, striping, cleaning and repairing of parking lots, grass cutting, the cost of electricity expended in the illumination and lighting of the common areas, cleaning of any facilities, landscaping, operation of lighting, loud speaker and music systems, supervising with attendants and employment of other personnel used in such operation, maintenance and repairs, and Ten Percent (10%) of all the foregoing costs to cover Lessor's administrative and overhead costs.

The monthly Common Area Maintenance Charge to be paid by Lessee shall be Two Hundred and Twenty-Six and 74/100 Dollars ($226.74) and is due and payable on the first day of each month beginning at lease commencement. Within Ninety (90) days after the end of each calendar year, Lessor shall supply Lessee with a summary statement covering all costs and expenditures as enumerated in this paragraph and a determination of Lessee's proportionate share. In the event the amount paid by Lessee shall be less than its proportionate share, the same shall be paid within Thirty (30) days after notice of such determination, or in the alternative, any payment made by Lessee in excess of its share of the sum, shall be credited to the next sums due from Lessee. Said statement may also contain a determination by Lessor of the said monthly sum to be paid by Lessee during the succeeding months of the lease year, which determination shall be based in part on the statement of expense for the preceding year modified by any known increases in the costs of said services.

7. TAXES

Lessee agrees to pay to Lessor as additional rental Fifty Four Percent (54%) of all real estate and ad valorem taxes, including any and all general or special assessments which may be levied or assessed by any lawful authority for each calendar year during the Lease Term, including those assessed against the land and/or buildings comprising the Center. Lessee agrees to pay to Lessor, in advance, on the first day of each month of the term such amount as Lessor shall estimate to be equal to 1/12th of Lessee's annual share of the anticipated taxes for the ensuing year, at the time and place provided for the payment of rent. Upon receipt of the tax bills for any given year, Lessor shall compute the share of said bills due from Lessee and a summary shall be furnished to Lessee reflecting the actual amount of taxes due. In the event the amounts paid by Lessee during the preceding period shall be in excess of its proportionate share, the excess shall be credited against the next ensuing tax payments due Lessee. In the event the amount paid by Lessee shall be less than its proportionate share, then it shall pay the remaining balance within Ten

(10) days after such notice is furnished. The notice furnished Lessee may also include a computation of the estimated sums that would be due from Lessee each month for the ensuing lease year and the monthly tax payment to be made as aforesaid shall be adjusted accordingly for the ensuing period. The monthly installment to be paid by Lessee commencing on the date lease commences hereunder shall be Two Hundred Eighty-Six and 04/100 Dollars ($286.04), which sum shall be subject to adjustment as soon as actual tax bills are received. In the event any tax shall be assessed upon rent by any governmental authority for the within premises, said tax shall be paid by Lessee as additional rental in the same proportion as hereinbefore provided. In the event Lessor shall elect to contest any proposed increase in taxes, any expense incurred in such contest, including reasonable attorneys' fees or appraisers' fees shall be considered as tax expenses under the terms of this paragraph and shall be borne by Lessee in the proportion above set forth. In the event the method of taxation applicable to rental property shall be adjusted or modified, a modification agreement with respect to this paragraph shall be entered into so as to equitably apply the principles hereof to said revised tax system.

New construction - taxes shall be estimated until the property has completed construction and occupied for one year.

8. INSURANCE

Lessee agrees to pay to Lessor as additional rental Fifty Four Percent (54%) of all insurance premiums determined by Lessor to be required in connection with the Center, including but not limited to, fire and extended coverage, liability, property damage and workers' compensation, together with rent insurance in such sum as shall be determined; Lessee's proportionate share to be adjusted periodically in the same manner as provided for in the preceding paragraph. The monthly installment to be paid by Lessee commencing on the date the lease commences hereunder shall be Three Hundred and Twenty Seven Dollars ($327.90), which sum shall be subject to adjustment whenever insurance premiums are changed.

9. MAINTENANCE OF HVAC EQUIPMENT

Lessor shall inspect and turn over the heating and air conditioning equipment in good working order as of the inception date of this Lease which is the execution of the commencement date agreement. Lessee shall have ten (10) business days following the Lease Commencement Date to notify Landlord in writing of any claimed defect in the HVAC system. If Tenant fails to so notify Landlord within such period, the HVAC system shall be deemed to have been accepted by Tenant in good condition. Lessee shall keep and maintain in good order, condition and repair the heating, and air conditioning equipment throughout the term of this Lease and any renewals thereof. Lessee shall contract with a service company for reasonable routine maintenance of the heating, ventilation and air conditioning equipment, with a copy of the service contract to be furnished to Lessor within Ten (10) days after commencement of this Lease and a copy of any subsequent contracts to be furnished from time to time during the term and any renewals thereof. Such maintenance shall be performed no less than once per calendar quarter by a licensed HVAC contractor. Failure of Lessee to secure said maintenance contract shall be considered a breach of the terms of this Lease.

10. SECURITY DEPOSIT

Lessor acknowledges receipt of and will retain Security Deposit of $4,090.68. Lessor further acknowledges receipt of $4,090.68, to be applied to the first month of rent and applicable NNN charges, for a total of $8,181.36. Said Deposit shall be held by Lessor as security for the faithful performance by Lessee of all terms, covenants, and conditions of this Lease by Lessee to be kept and performed during the term hereof. Lessee agrees that said deposit can be placed in an interest-bearing account and that Lessee shall not be entitled to any interest on said deposit. If at any time during the term of this Lease any of the rent herein reserved shall be overdue and unpaid, then Lessor may, at the option of Lessor (but Lessor shall not be required to), appropriate and apply any portion of said deposit to the payment of any such overdue rent or other sum.

In the event of the failure of Lessee to keep and perform any of the terms, covenants, and conditions of this

Lease to be kept and performed by Lessee, then Lessor at its option may, after terminating this Lease, appropriate and apply said entire deposit, or so much thereof as may be necessary, to compensate Lessor for all loss or damage sustained or suffered by Lessor due to such breach on the part of Lessee. Should the entire deposit or any portion thereof be appropriated and applied by Lessor for the payment of overdue rent or other sums due and payable to Lessor by Lessee hereunder, then Lessee shall, upon the written demand of Lessor, forthwith remit to Lessor a sufficient amount in cash to restore said security to the original sum deposited. Lessee's failure to do so within Five (5) days after receipt of such demand shall constitute a breach of this Lease. Said deposit shall be returned in full to Lessee after Lessee has complied with all of said terms, covenants and conditions of this Lease, including payment of all base rental and additional rental (common area maintenance charges, taxes and insurance), herein provided for as it falls due, and all other sums payable by Lessee to Lessor hereunder.

11. UTILITIES

Lessee shall be solely responsible, at its own cost, for the prompt payment of all utilities and services serving the Premises, including but not limited to electricity, gas, water, sewer, telephone, internet, trash removal, and any other utility or service used by Lessee, whether now existing or hereafter provided.

If any utility or service is not separately metered to the Premises, Lessor may, at its sole option, install a submeter or similar measuring device to record Lessee's usage, or allocate costs based on a reasonable formula determined by Lessor. Lessee shall reimburse Lessor monthly, as Additional Rent, for 100% of such utility costs attributable to the Premises, based on submeter readings or Lessor's allocation, plus an administrative fee of 10% of the billed amount. Lessee shall also reimburse Lessor in full for all costs of installing, maintaining, repairing, and replacing any submeter or related equipment, including calibration costs, within thirty (30) days of written invoice. Lessor's determination of Lessee's share of utility charges shall be conclusive and binding absent manifest error.

Lessee shall not install or operate any equipment that materially increases utility usage without Lessor's prior written consent, and any required upgrades to utility capacity shall be at Lessee's sole cost.

12. LEGAL COSTS

Lessee shall reimburse Lessor, upon demand, for any costs or expenses incurred by Lessor in connection with any breach or default of Lessee under this Lease, whether or not suit is commenced, or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of the Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. Such attorneys' fees and costs shall be paid by the losing party in such action. Lessee shall also indemnify Lessor against and hold Lessor harmless from all costs, expenses, demands and liability incurred by Lessor if Lessor becomes or is made a party to any claim or action (a) instituted by Lessee, or by any third party against Lessee, or by or against any person holding any interest under or using the Property by license of or agreement with Lessee; (b) for foreclosure of any lien for labor or material furnished to or for Lessee or such other person; (c) otherwise arising out of or resulting from any act or transaction of Lessee or such other person; or (d) necessary to protect Lessor's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Lessee shall defend Lessor against any such claim or action at Lessee's expense with counsel reasonably acceptable to Lessor or, at Lessor's election, Lessee shall reimburse Lessor for any legal fees or costs incurred by Lessor in any such claim or action.

Lessee shall pay Lessor's reasonable attorneys' fees incurred in connection with Lessee's request for Lessor's consent under Paragraph 30, or in connection with any act which Lessee proposes to do and which requires Lessor's consent.

13. MECHANICS' LIENS

Lessee shall promptly pay all contractors and materialmen hired or contracted by Lessee so as to minimize the possibility of a lien attaching to the demised premises. Should any such lien be made or filed, Lessee shall bond against or discharge the same within Ten (10) days after written request by Lessor. Lessee further agrees that Lessee will pay and indemnify Lessor against all legal costs and charges including attorneys' fees reasonably incurred in or about the defense of any suit in discharging the said premises or any part thereof from any liens, judgments or encumbrances caused or suffered by Lessee. In the event Lessee fails to comply with the terms of this paragraph, Lessor may, at its option, terminate this Lease upon Five (5) days' notice to Lessee of Lessor's election to do so.

14. LIABILITY INSURANCE

At all time during the lease term, Lessee shall maintain in full force and effect, at Lessee's own cost and expense, a policy or policies of liability insurance for the protection, indemnification and defense of Lessee (with Lessor named as additional insureds) against claims demands and causes of action arising out of or in connection with the use, maintenance, operation and occupancy of the demised premises, which policy or policies shall have limits of not less than $1,000,000 per occurrence, $2,000,000 aggregate, including protection against bodily injury or damages to persons and damage or destruction of property, and placed with insurance companies acceptable to Lessor. Said insurance shall provide that it shall not be canceled without at least Thirty (30) days prior notice to Lessor.

Evidence of such insurance shall be furnished by Lessee when Lessee takes occupancy, and the term of Lease begins. Not less than Fifteen (15) days prior to the expiration date of said policy or policies, Lessee shall furnish Lessor satisfactory evidence that such required insurance has been provided or renewed and the premiums paid.

15. INCREASE IN FIRE INSURANCE PREMIUM

Lessee agrees not to keep within or upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy. It is agreed between the parties that in the event the insurance rates applicable to fire and extended coverage insurance covering the within premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor such increase in insurance as shall be occasioned by said use.

16. HOLDING OVER

If Lessee should hold over after the term of this Lease with the consent of Lessor, Lessee shall be deemed to be holding over from month-to-month and shall not be deemed to have extended the term of or to have renewed this Lease, but in all other respects such holding over shall be governed by the terms and conditions hereof. If Lessee should hold over after the term of this Lease without the consent of Lessor, Lessee shall pay double rent for each day Lessee, or anyone holding under the Lessee, shall retain possession of the demised premises after the termination of this Lease.

17. MAINTENANCE BY LESSOR

Lessor agrees to keep and maintain the foundation, exterior walls and roof of the building in which the demised premises are located and the structural portions of the demised premises, exclusive of doors, door frames, door checks, windows, and exclusive of window frames located in exterior building walls, in good condition and repair except that Lessor shall not be called upon to make any such repairs occasioned by the act or neglect of Lessee, its agents, employees, invitees, licensees or contractors. Lessor shall not be called upon to make any other improvements or repairs of any kind to the demised premises and appurtenances. Any of the foregoing repairs required to be made by reason of the negligence of Lessee, its agents, etc., as above described, shall be the responsibility of Lessee.

18. MAINTENANCE BY LESSEE

Except as provided in Paragraph 17 of this Lease as being required of Lessor, Lessee shall:

A.

Keep and maintain in good order, condition and repair (including any such replacement and restoration as is equipped for that purpose) the leased premises and every part thereof and any and all appurtenances thereto wherever located, including but without limitation, the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities within the leased premises including free flow up to the main sewer line, fixtures, heating and air conditioning and electrical systems (whether or not located in the leased premises), sprinkler system, walls, floors and ceilings, meters applicable to Lessee's premises, and all installations made by Lessee under the terms of this Lease and any exhibits thereto as herein provided; any repairs required to be made in the premises due to burglary of the premises or other illegal entry into the premises or any damage to the premises caused by a strike involving Lessee or its employees; and any charges to furnish service to the premises made by any utility company or municipality shall be paid by Tenant within the time limit specified by each utility company.

B.

Keep and maintain the leased premises in a clean, sanitary and safe condition and in accordance with all directions, rules and regulations of the proper officials of the governmental agencies having jurisdiction, at the sole cost and expense of Lessee, and Lessee shall comply with all requirements of law, by statute, ordinance or otherwise, affecting the leased premises and all appurtenances thereto. If Lessee refuses or neglects to commence and to complete repairs promptly and adequately, Lessor may, but shall not be required to, make and complete said repairs and Lessee shall pay the cost thereof to Lessor as additional rent upon demand.

19. LESSOR'S ACCESS TO PREMISES

Lessor and its agents shall have access to the demised premises during all reasonable hours with 24 hours' notice, unless there is an emergency, for the purpose of inspecting the same and to ascertain if said premises are in good repair, to make reasonable repairs which may be required to make hereunder, and to exhibit the same to prospective purchasers or tenants. If at such inspection Lessor should find Lessee is neglecting reasonable maintenance of the demised premises as herein set out, Lessor shall give Lessee Thirty (30) days to correct such condition. If Lessee shall fail to correct such condition within said Thirty (30) days, Lessor reserves the right to have said condition corrected and to forward the cost of such maintenance to Lessee for immediate payment to Lessor.

20. LESSEE'S OPERATIONS

Lessee agrees to operate its business in strict conformance with the regulations and requirements of Lessor's insurance carriers, local fire protection officials, health and safety officials, and all other governmental authorities. Failure of Lessee to comply with the foregoing regulations or requirements shall be considered a material breach of the terms of this Lease.

Lessee shall, at Lessee's sole cost and expense, obtain, maintain, and comply with all permits, licenses, approvals, and authorizations required by any governmental authority in connection with Lessee's use and occupancy of the Premises. Lessor shall have no responsibility for securing or maintaining any such permits or licenses, nor shall Lessor be liable for Lessee's failure to do so.

21. LESSEE'S CONDUCT OF BUSINESS

At all times during the term of this Lease, Lessee will conduct its business in a high class and reputable manner, reasonably neat, clean and well maintained, with an adequate staff and full stock of merchandise and supplies.

22. ABANDONMENT

If, in the opinion of Lessor, Lessee has abandoned the demised premises, Lessor may, without notice, without judicial proceeding of any kind and without terminating this Lease, enter into and repossess the demised premises, breaking open locked doors if necessary, and using such force as it may deem necessary to effect such entrance, and Lessor may remove all occupants and any property therein without being liable for any action or prosecution of any kind for such entry or the manner thereof, or loss of or damage to any property within or upon the demised premises.

23. DESTRUCTION OF PREMISES

If the demised premises are damaged or wholly or partially destroyed by storm, fire, lightning, earthquake or other casualty, rental shall abate in such proportion as use of the premises has been destroyed, and Lessor shall restore premises to substantially the same condition as before the damage as speedily as practicable. However, if the damage shall be so extensive that the same cannot be reasonably repaired and restored within Six (6) months from the date of casualty, or if the estimated cost of restoration exceeds the insurance proceeds received as a result of such damage, then the Lessor may either restore the premises or notify the Lessee of its intent to cancel this Lease by giving written notice to Lessee within Thirty (30) days from the date of such casualty.

If Lessor and Lessee cannot agree as to the extent of the damage or the amount of rent abatement, the fact shall be determined by arbitration. Lessor and Lessee shall each choose an arbitrator within Five (5) days after either has been notified by the other in writing of such damage. The two so chosen, before entering into the discharge of their duties, shall elect a third, and the decision of any two of such arbitrators shall be conclusive and binding upon both parties hereto.

If the building in which the demised premises are located is damaged or partially destroyed by any of the above perils so that Fifty Percent (50.0%) or more or the total floor area of the building is damaged to such extent that it cannot be reasonably repaired and restored within Six (6) months from the date of the casualty, then Lessor, at Lessor's option, may cancel this Lease by giving written notice to Lessee within Thirty (30) days from the date of casualty, whether or not damage affects the demised premises.

24. CONDITION OF PREMISES

Lessee acknowledges that Lessee has inspected the Premises and accepts the same in its existing "as-is" condition, "where-is" and "with all faults," without representation or warranty by Lessor, except as expressly set forth in this Lease. Lessee further acknowledges that Lessor has no obligation to perform any work, supply any materials, or make any improvements to the Premises other than the specific items expressly described as "Landlord's Work" in Exhibit A attached hereto and made a part hereof.

Other than completion of Landlord's Work, Lessee agrees that it is not relying on any statement, representation, or promise of Lessor or Lessor's agents regarding the condition of the Premises, and Lessee shall be solely responsible, at its sole cost and expense, for performing any additional work or improvements necessary to make the Premises suitable for Lessee's intended use.

Lessor shall use commercially reasonable efforts to complete the Improvements in a timely manner. Lessee acknowledges that delays may occur due to permitting, contractor availability, material lead times, force majeure, or other causes beyond Landlord's reasonable control. No such delay shall entitle Lessee to terminate or cancel this Lease, nor shall any such delay give rise to claims for damages, penalties, or rent abatement.

Lessee shall have five (5) business days from delivery to inspect the Premises and provide Landlord with a written punch list of any incomplete or deficient items, which Landlord shall promptly address.

Lessee shall, at its sole cost and expense, install and maintain fire extinguishers in strict accordance with Lessor's insurance underwriter's requirements; local, state and national codes; and N.F.P.A. requirements. Any additional fire protection required by Lessee's business shall also be at Lessee's expense.

25. CLEAN PREMISES

Lessee agrees to keep said demised premises free from any nuisance or filth upon or adjacent thereto and not to use or permit the use of the same or any part thereof for any purpose forbidden by law or ordinance now in force or

hereafter enacted in respect to use or occupancy of said premises. Lessee covenants that it will, at its own expense, take such steps as shall be reasonably necessary or required by law, to keep the demised premises free of roaches, rodents, insects, and other pests, and Lessor shall not be liable for any damage caused thereby. Lessee also covenants that it shall at all times keep the front and rear exterior of the premises clear and free of all trash, debris, glass, cartons, garbage or any other unsightly matter caused by reason of Lessee or Lessee's business or customers carrying forth from Lessee's premises such merchandise, goods or any other items whatsoever Lessee may be handling. Further, Lessee shall not allow, permit, or suffer any noise, smoke or odor to escape from the demised premises in a manner which will disturb other tenants of the Center, or occupy the demised premises in such a manner as to disturb the peaceful and quiet occupancy of the other tenants of the Center, or constitute a public or private nuisance. Pinball machines, games of chance or any other such like equipment are specifically prohibited.

26. SUBORDINATION ATTORNMENT

Upon request of Lessor, Lessee will, in writing, subordinate its right hereunder to the lien of any first mortgage or first deed of trust now or hereafter in force against the demised premises, and upon any buildings hereafter placed upon the land of which the demised premises are a part, and to all advances made or hereafter to be made upon the security thereof.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by Lessor covering the demised premises, Lessee shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Lessor under this Lease.

This Lease shall remain in full force and effect for the full term hereof, the provisions of this paragraph to the contrary notwithstanding and so long as Lessee is not in default hereunder.

27. NO RECORDING

Lessee shall not record this Lease without the prior written consent of Lessor.

29. AWNINGS AND SIGNS

Lessor reserves the right to prescribe the form, size, character and location of any and all awnings affixed to the demised premises, and all signs which may be placed or painted upon any part of the demised premises, and Lessee agrees not to place any awning or sign on any part of the demised premises without the written consent of Lessor, or to bore or cut into any column, beam or any part of the demised premises without the written consent of Lessor.

30. ASSIGNMENT AND SUBLETTING

Lessee shall not assign, mortgage, pledge, or encumber this Lease in whole or in part, or sublet the premises or any part thereof without Lessor's written consent. In the event Lessee is a corporation, then within the meaning of this paragraph, an assignment includes one or more sales or transfers by operation of law or otherwise by which an aggregate of more than Fifty Percent (50.0%) of Lessee's shares shall be vested in a party or parties who are not shareholders as of the date of this Lease. If Lessee shall become the subject of a court proceeding in bankruptcy or liquidating receivership or shall make an assignment for the benefit of creditors, this Lease may by such fact or unauthorized act be canceled at the option of Lessor. Any assignment of this Lease or subletting of said premises or any part thereof with the written consent of Lessor shall not operate to release Lessee from the fulfillment on Lessee's part of the covenants and agreements herein contained to be performed by said Lessee, nor authorize any subsequent assignment or subletting without the written consent of Lessor.

Without limiting any of the provisions of this paragraph, if pursuant to the Bankruptcy Code of 1978, as the same may be amended, Lessee is permitted to assign this Lease and Lessee's interest in the demised premises in disregard of the restrictions contained in this paragraph. Lessee agrees that adequate assurance of future performance by the assignee permitted under such Bankruptcy Code shall mean the deposit of cash security with Lessor in an amount equal to the sum of One (1) month's base rent then reserved hereunder, plus an amount equal to one-twelfth

(1/12th) of the additional rent payable under the provisions of this Lease for the lease year preceding the year in which such assignment is intended to become effective. Such deposit shall be held by Lessor for the balance of the term as security for the full and faithful performance of all of the obligations under this Lease on the part of Lessee yet to be performed. If Lessee receives or is to receive any valuable consideration for such an assignment of this Lease, such consideration, after deducting therefrom any portion of such consideration reasonably designated by the assignee as paid for the purchase of Lessee's equipment in the leased premises, shall be and become the exclusive property of Lessor and shall be paid over to Lessor directly by such assignee. In addition, adequate assurance shall mean that any such assignee of this Lease shall have a net worth (exclusive of good will) equal to at least Two (2) times the aggregate of the annual base rent reserved hereunder, plus all additional rent for the preceding calendar year as aforesaid.

31. DEFAULT AND REMEDIES

The rights and remedies of other parties hereto with respect to any default under this Lease shall be as set forth in Section 31.

A. Events of Default by Lessee. The following actions shall constitute default of this Lease by Lessee.

i. Failure to Pay Rent. Failure to pay base rent or additional rent or any sum due hereunder on the due date, without notice or right to cure accruing to Lessee.

ii. Abandonment. Abandonment of the Premises by Lessee, which shall include but is not limited to failure to remain open for business operations for a period in excess of fourteen (14) business days (except in the event of damage or destruction as set forth in Section 23 of this Lease).

iii. Execution or Attachment of Lien. The execution or attachment of any lien against Lessee's interest in the Premises or any property located therein, and such execution or attachment shall not be vacated or removed by order of a court of competent jurisdiction, reasonable bonding or otherwise, within a period of ten (10) days after the issuance thereof.

iv. Insolvency. Lessee becomes insolvent, makes an assignment for the benefit of creditors, or makes a transfer in fraud of creditors, any of which in Lessor's opinion, materially affects Lessee's ability to fulfill the terms and conditions of this Lease.

v. Failure to Perform Terms of Lease. If Lessee shall fail to perform any non-monetary terms, covenants, or conditions of this Lease on the part of Lessee to be performed or observed, and such failure shall continue for Thirty (30) days after written notice thereof from Lessor to Lessee; provided, however, that if such non-monetary failure cannot reasonably be cured within such Thirty (30) day period, Lessee shall not be deemed to be in default provided Lessee has promptly commenced a cure within said Thirty (30) day period and thereafter continuously and diligently proceeds to complete the cure.

vi. Bankruptcy. Institution of bankruptcy proceedings of any type, or appointment of a trustee or receiver of any kind, or if Lessee shall be adjudged bankrupt or insolvent by any court.

B. Lessor's Remedies. Upon default, Lessor at its option, without further notice, may:

i. Terminate this Lease and Lessee's right to possession of the Premises, which termination shall be effective upon written notice to Lessee. In the event Lessor elects to terminate this Lease, Lessee shall immediately vacate the Premises and pay to Lessor all interest and late fees accrued through the effective date of termination, plus an amount equal to all tenant concessions initially granted to Lessee (including, but not limited to, any abated base rent, or any construction costs or construction allowance), and any leasing commissions, legal fees, or other expenses incurred by Lessor in the execution of this Lease. In addition, thereto, the remainder of the base rent and additional rent payable by Lessee through the expiration date of this Lease shall be accelerated and become immediately due and payable. Lessor shall have the right to make repairs, alterations, and

additions in or to the Premises and redecorate and remodel the same to the extent deemed necessary by Lessor in connection with any reletting of the Premises; and Lessee shall pay to Lessor the cost thereof, as well as any leasing commissions, legal fees, or other expenses incurred by Lessor in the negotiation and execution of a lease for such replacement lessee, within fifteen (15) days after receipt of Lessor's statement.

ii. Terminate only the Lessee's right to possession of the Premises, without terminating this Lease or releasing Lessee in whole or in part from Lessee's obligations hereunder for the full Lease Term and pursue any and all available remedies at law or in equity. Such remedies may include, at Lessor's discretion, taking possession of the Premises, in which event Lessee shall immediately vacate the Premises and pay to Lessor all interest and late fees accrued through the effective date of termination, plus an amount equal to all tenant concessions initially granted to Lessee (including, but not limited to, any abated base rent, or any construction costs or construction allowance), and any leasing commissions, legal fees, or other expenses incurred by Lessor in the execution of this Lease. In the event of such re-entry without termination, Lessor may (without obligation to do so), lease the Premises for the remainder of the Lease Term or for a lesser or longer period on such terms and conditions as Lessor, in its sole judgment, deems advisable, with authority to make repairs, alterations, and additions in or to the Premises and redecorate and remodel the same to the extent deemed necessary by Lessor in connection with any reletting of the Premises; and Lessee shall pay to Lessor the cost thereof, as well as any leasing commissions, legal fees, or other expenses incurred by Lessor in the negotiation and execution of a lease for such replacement lessee, within fifteen (15) days after receipt of Lessor's statement. Notwithstanding any reletting without termination, Lessee shall remain liable for payment of base rent, additional rent, and all other charges and for the performance of all other obligations under this Lease, and to the greatest extent allowed by law such sums through the expiration date of this Lease shall be accelerated and become immediately due and payable. The rentals received from any such reletting shall be applied first to the expenses of such re-letting (including alteration and repair expenses, and reasonable brokerage and attorneys' fees), and second to the payment of any rent and other charges due and payable under this Lease. Lessor may at any time thereafter elect to terminate this Lease for such previous breach.

iii. If Lessee fails to timely cure any default, Lessor shall have the right to cure such default on behalf of Lessee. Lessor may also perform any obligation of Lessee, without notice to Lessee, should Lessor deem such performance to be an emergency, or Lessor reasonably determines that such default will result in a violation of law, or the cancellation of any insurance policy maintained by Lessor, or will unreasonably interfere with any other tenants in the Center. If Lessor incurs any expenses by reason of any emergency or default, Lessee shall reimburse Lessor for the same, as additional rent within Fifteen (15) days after receipt of Lessor's statement.

iv. In addition to any other remedy afforded Lessor under this Lease, Lessee hereby grants to Lessor a continuing security interest in all of Lessee's goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Lessee, and all proceeds thereof (collectively, "Security") situated within the Premises. In the event Lessee shall be in default under this Lease, Lessee shall not remove any such Security from the Premises without the prior written consent of Lessor; and Lessor shall have all rights and remedies under the Uniform Commercial Code including, without limitation, the right to sell such Security at public or private sale upon five (5) days prior written notice to Lessee. Lessee hereby agrees to execute financing statements and other reasonable instruments necessary or desirable, in Lessor's discretion, to perfect any security interest hereby created; and, in the event Lessee should fail or refuse to execute any such financing statements or instruments, Lessor shall be granted a limited power of attorney to execute such statements/instruments in the name and on behalf of Lessee and perfect Lessor's security interest in the Security. The lien hereby created shall be in addition to any statutory lien granted under the laws of the State of Missouri.

The pursuit by Lessor of any or all of the foregoing remedies shall not constitute an election of remedies, nor a waiver of any other remedy, and Lessor shall be entitled to pursue any of the foregoing remedies upon a default as well as any other remedies provided at law or in equity.

32. QUIET TITLE

Lessor agrees that Lessee, upon paying the rent and performing the covenants and conditions of this Lease, may quietly have, hold and enjoy the demised premises during the term hereof or any extensions hereto.

33. DAMAGE TO LESSEE'S PROPERTY

Lessee agrees that all property owned by it in, on or about the demised premises shall be at the sole risk of Lessee. Lessor shall not be liable to Lessee or any other person or corporation, including employees, claiming under or through Lessee for any damage to their person or property caused by or resulting from a peril required to be insured hereunder, or from water, rain, snow, frost, fire, storm and accidents, or by breakage, stoppage or leakage of water, gas, heating, and sewer pipes or plumbing or electrical apparatus upon, about or adjacent to said demised premises.

34. RIGHT TO CARD

Lessee hereby gives to Lessor the right to place and maintain its usual "for rent" signs upon the demised premises, in the place that the same are usually displayed on property similar to that herein demised, for the last Thirty (30) days of this Lease.

35. EMINENT DOMAIN

In the event the demised premises, or any part thereof, or if any part of the land upon which the demised premises are located shall be taken or condemned for public purposes by any competent authority, the entire compensation award therefore shall belong to Lessor without any deduction therefrom for any present or future estate of Lessee. In the event that more than Twenty Percent (20.0%) of the floor area of the demised premises, or if more than Forty Percent (40.0%) of the parking area serving the demised premises shall be so taken or condemned, then Lessee shall have the option of terminating this Lease upon giving Lessor written notice of such election within Thirty (30) days after possession of the part condemned has been taken by proper authorities, whereupon the term of this Lease shall be terminated as of the date on which possession is so taken. If Lessee does not so elect to terminate this Lease, or if less than Twenty Percent (20.0%) of the demised premises shall be so taken or condemned, or if less than Forty Percent (40.0%) of the parking area serving the demised premises shall be so taken or condemned, Lessor shall, at own expense, repair and restore the premises not affected by the taking and the base rent to be paid by Lessee shall be equitably and proportionately reduced in the same proportion that the floor area of the demised premises so taken bears to the floor area demised to Lessee immediately prior to the time of such taking. Any taking or condemnation of less than Forty Percent (40.0%) of the parking area, or any taking or condemnation of more than Forty Percent (40.0%) of the parking area, if Lessee does not elect to terminate, shall not result in any reduction or diminution of the rental payable hereunder.

36. HAZARDOUS SUBSTANCES

The term "Hazardous Substances," as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyl's (PCB's), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

Lessee shall not cause or permit to occur:

a) Any violation of any federal, state or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the premises, or arising from Lessee's use or occupancy of the premises, including, but not limited to, soil and ground water conditions; or

b) The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under, or about the premises, or the transportation to or from the premises of any Hazardous Substance, except as specifically disclosed in this Lease.

Lessee shall, at Lessee's own expense:

a) Comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances ("Laws").

b) Make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Laws.

Should any Authority or any third party demand that a cleanup plan be prepared and that a cleanup be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease at or from the premises, or which arises at any time from Lessee's use or occupancy of the premises, then Lessee shall, at Lessee's own expense, prepare and submit the required plans and all related bonds and other financial assurances, and Lessee shall carry out all such cleanup plans.

Lessee shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is requested by Lessor. If Lessee fails to fulfill any duty imposed under this paragraph within a reasonable time, Lessor may do so, and in such case, Lessee shall cooperate with Lessor in order to prepare all documents Lessor deems necessary or appropriate to determine the applicability of the Laws to the premises and Lessee's use thereof, and for compliance therewith, and Lessee shall execute all documents promptly upon Lessor's request. No such action by Lessor and no attempt made by Lessor to mitigate damages under any Law shall constitute a waiver of any of Lessee's obligations under this paragraph.

Lessee shall indemnify, defend, and hold harmless Lessor, the manager of the property, and their respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease at or from the premises, or which arises at any time from Lessee's use or occupancy of the premises, or from Lessee's failure to provide all information, make all submissions, and take all steps required by all Authorities under the Laws and all other environmental laws.

Lessee's obligations and liabilities under this paragraph shall survive the expiration of this Lease.

37. ASSIGNMENT OF PREMISES BY LESSOR

In the event of any assignment by Lessor of its interest in this Lease, Lessor shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the demised premises or this Lease occurring after the consummation of such assignment, but only upon the conditions that, as part of such assignment, Lessor will cause the assignee to agree in writing to assume and to carry out any and all of the covenants and obligations of Lessor under this Lease occurring after the consummation of Lessor's assignment of its interest in and to this Lease.

38. RELATIONSHIP OF THE PARTIES

It is further understood and agreed that Lessor shall in no event be construed or held to be a partner or associate of Lessee in the conduct of Lessee's business, nor shall Lessor be liable for any debts incurred by Lessee in the conduct of Lessee's business, but it is understood and agreed that the relationship between them is and at all times shall remain that of Lessor and Lessee.

39. NO CONSTRUCTION WAIVER

No waiver of any forfeiture, by acceptance of rent or otherwise, shall waive any subsequent cause of forfeiture or breach of any condition of this Lease; nor shall any consent by Lessor to any assignment or subletting of said premises or any part thereof, be held to waive or release any assignee or sublessee from any of the foregoing conditions or covenants as against him or them; but every such assignee and sublessee shall be expressly subject thereto.

40. NO GUARANTEE

The statement in this Lease of the nature of the business to be conducted by Lessee in the demised premises shall not be deemed or construed to constitute a representation or guarantee by Lessor that such business may be conducted in the demised premises or is lawful or permissible.

41. MISSOURI LAWS

This Lease shall be construed pursuant to the laws of the State of Missouri.

42. ENTIRE AGREEMENT

This Lease contains all conditions, covenants and agreements between Lessor and Lessee relating in any manner to the rental, use and occupancy of the demised premises, and the other matters set forth in this Lease. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the conditions, covenants and agreements of this Lease cannot be altered, changed, modified, or added to except in writing signed by Lessor and Lessee. No representation, inducement, understanding or anything of any nature whatsoever, made, stated or represented on Lessor's behalf, either orally or in writing (except this Lease), has induced Lessee to enter into this Lease.

43. PARAGRAPH HEADINGS

The paragraph headings as to contents of particular paragraphs herein are inserted only for convenience and are in no way to be construed as part of this Lease or as a limitation of the scope of the particular paragraphs to which they refer.

44. NOTICE

Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States Mail, postage prepaid, Registered or Certified Mail, Return Receipt Requested, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other addresses as they may heretofore specify by written notice delivered in accordance herewith:

Lessor: 5th Street Capital Group L.L.C.
524 Old Moray Place, Saint Charles, MO 63301

Lessee: ALAMOS LLC
969 Tilestone Dr, O'Fallon, MO 63366

45. RIGHTS OF SUCCESSOR

Whenever the word "Lessor" is used herein, it shall be construed to include the heirs, executors, administrators, successors, assigns or legal representatives of the Lessor; and the word "Lessee" shall include the heirs, executors, administrators, successors, assigns or legal representatives of the Lessee; and the words "Lessor" and "Lessee" shall include single and plural, individual or corporation, subject always to the restrictions herein contained as to subletting or assignment of this Lease.

46. ESTOPPEL CERTIFICATES

Within no more than 10 days after receipt of written request, Lessee shall furnish to Lessor a certificate, duly acknowledged, certifying to the extent true: (i) that this Lease is in full force and effect; (ii) that Lessee knows of no default hereunder on the part of Lessor, or if it has reason to believe that such a default exists, the nature thereof in reasonable detail; (iii) the amount of the Rent being paid and the last date to which Rent has been paid; (iv) that this Lease has not been modified, or if it has been modified, the terms and dates of such modifications; (v) that the Term of this Lease has been commenced; (vi) the Commencement and Expiration Dates; (vii) whether all work to be performed by Lessor has been completed; (viii) whether there exist any claims or defenses to the payment of Rent; and (ix) such other matters as may be reasonably requested by Lessor.

47. BROKERAGE

Lessee represents and warrants that it has dealt with no broker, other than N/A, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction other than N/A, and Lessee agrees to indemnify and hold Lessor harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Lessee with regard to this leasing transaction. The provisions of this article shall survive the termination of this Lease.

48. TIME OF THE ESSENCE AND NO OFFER

This Lease Agreement is submitted to Lessee with the understanding that time is of the essence of each and every provision and that it will not be considered an offer and will not bind Lessor in any way unless Lessee has delivered executed originals to Lessor of this Lease Agreement, and until Lessor has executed and delivered such Lease Agreement to Lessee.

49. REAL ESTATE BROKERAGE RELATIONSHIP DISCLOSURE

(licensee working with Lessor and licensee working with Lessee should each check the appropriate box and sign below; "selling broker" means the broker working with Lessee).

□ Transaction Broker Assisting Landlord - Lessor and Lessee understand that _____ (listing broker firm name) and its salespersons are assisting Lessor as a transaction broker and are not acting on behalf of either Lessor or Lessee in this transaction.

□ Transaction Broker Assisting Lessee - Lessor and Lessee understand that _____ (selling broker firm name) and its salespersons are assisting Lessee as a transaction broker and are not acting on behalf of either Lessor or Lessee in this transaction.

□ Lessor's Agent/Subagent - Lessor and Lessee understand that _____ (listing broker firm name) and its salespersons and _____ (fill in only if a subagent is involved) (selling broker firm name) and its salespersons are acting on behalf of Lessor.

□ Lessee's Agent - Lessor and Lessee understand that _____ (selling broker firm name) and its salespersons are acting on behalf of Lessee.

□ Dual Agent - Lessee and Lessee understand that _____ (broker firm name) and its salespersons are acting on behalf of both Lessor and Lessee.

□ Designated Agents - Lessor and Lessee understand that although

McKelvey Properties _____ (listing broker firm name) is listing broker, acting on behalf of Lessor through _____ (salesperson), (salesperson) of the same firm has been designated to act on behalf of Lessee.

□ **Designated Transaction Brokers**

Lessor and Lessee understand that although _____ (listing broker firm name) is listing broker, acting as a transaction broker assisting Lessor, _____ (salesperson) of the same firm has been designated to act as a transaction broker assisting Lessor, and _____ (salesperson) of the same firm has been designated to act as a transaction broker assisting Lessee.

Lessor and Lessee acknowledge that (a) disclosure of the foregoing relationships, if required by rule or regulation, was communicated to them or their respective agents and/or transaction brokers no later than the first showing of the property, upon first contact, or immediately upon the occurrence of a change to the relationships, and (b) they have received a Missouri Real Estate Commission Broker Disclosure Form. Compensation to the broker(s) will be paid by the Landlord.

47. CLOSING CONDITION

Lessee recognizes that the named "Lessor" in this lease is currently the owner under contract.

Notwithstanding anything to the contrary contained herein, this Lease shall not become effective or binding unless and until Landlord acquires legal title to the Premises through a duly consummated closing (the "Closing"). Upon occurrence of the Closing, this Lease shall be deemed effective as of the Commencement Date set forth herein and shall constitute a binding obligation of Tenant without any further action required by either party. In the event Landlord does not acquire legal title to the Premises by Closing, this Lease shall be null, void, and of no further force or effect, and neither party shall have any rights, obligations, or liabilities hereunder.

48. LIQUOR LICENSE CONTINGENCY

Lessee shall, at its sole cost and expense, diligently apply for and pursue all licenses, permits, and governmental approvals necessary to sell and/or serve alcoholic beverages on the Premises (the "Liquor License").

If, despite Lessee's diligent, good-faith efforts, the Liquor License has not been issued within 90 days after the Lease Execution Date, Lessee shall have the one-time right to terminate this Lease by providing Lessor with written notice within five (5) business days after such period expires. In the event of such termination, Lessor shall return to Lessee any prepaid Rent and Security Deposit, and neither party shall have any further obligation under this Lease.

Lessor agrees to reasonably cooperate (at no cost to Lessor) with Lessee in Lessee's pursuit of the Liquor License, including executing any forms or consents required by the applicable licensing authority, provided such cooperation does not impose any financial or legal obligation on Lessor.

SIGNATURE PAGE TO FOLLOW

DocuSign Envelope ID: A184A6C4-0A2D-4400-A6BA-C16B11D3E318

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease Agreement as of the day and year first above written.

LESSOR: 5th Street Capital Group L.L.C.

BY: [signature]

TITLE: Member

DATE: 10/22/25

LESSEE: ALAMOS LLC

BY: Cristian Sanchez Gavier / Mario Garcia

TITLE: Owner

DATE: 10/22/25

DocuSign Envelope ID: A184A6C4-0A2D-4400-A6BA-C16B11D3E318

Building Rules & Regulations

1. Storefront Appearance

Tenants shall maintain a clean, professional, and well-lit storefront at all times.

No handwritten signs, banners, flashing lights, or neon signs may be displayed without prior written approval from Landlord.

Window decals, clings, or advertisements must be professionally produced and pre-approved in writing.

No items may be displayed in or on the storefront windows that obstruct visibility or detract from the overall appearance of the center.

2. Interior Design & Decor

Interior finishes and furnishings visible from the exterior must be professional, clean, and consistent with a first-class retail environment.

No hanging fabrics, streamers, tinsel, or temporary decor that creates a cluttered or unprofessional appearance is permitted.

Holiday decorations must be tasteful and removed within 10 days after the holiday's conclusion.

3. Music & Noise

Tenant shall not play loud music, audio, or public announcements that are audible outside of the leased premises.

All noise must be contained within the tenant's space and not interfere with other tenants or common areas.

4. Odors & Emissions

Strong odors, smoke, steam, or any emissions that are perceptible outside the premises are prohibited.

Any cooking or scented product use must include proper ventilation and must not cause nuisance to other tenants.

5. Maintenance & Cleanliness

Tenant is responsible for keeping its premises, including storefront and entryway, clean and free of clutter, debris, or unsightly materials.

Trash and recyclables must be stored in designated areas and disposed of per Landlord's guidelines.

6. Signage & Displays

All signage (interior and exterior) must be professionally fabricated and pre-approved by Landlord in writing.

No A-frame signs, banners, or sandwich boards are allowed outside the premises without written consent.

7. Conduct & Operations

No loitering, aggressive solicitation, or disruptive behavior is permitted on or near the premises.

All tenant employees must conduct themselves in a professional and courteous manner.

8. Modifications & Installations

No modifications to the storefront, windows, doors, exterior paint, lighting, or flooring shall be made without Landlord's written approval.

All installations must comply with local code and be completed by licensed professionals.

9. Use of Common Areas

Common areas must be kept clear and unobstructed. No merchandise, furniture, or signage may be placed outside the leased premises.

Tenants may not use hallways, sidewalks, or parking areas for events, displays, or gatherings without written consent.

10. Compliance

Landlord reserves the right to request immediate removal of any materials or activity deemed detrimental to the image or class of the property.

Repeated violations may result in fines, lease default, or termination.

11. Enforcement & Penalties

Any tenant found in violation of these rules and regulations will receive written notice of non-compliance. If the violation is not cured within ten (10) days of such notice, Landlord may take corrective action at Tenant's expense or impose a fine of up to $500 per violation.

Continued or repeated violations may be deemed a material default under the Lease and may result in legal action, lease termination, or eviction.

Tenant shall reimburse Landlord for all costs incurred in enforcing these rules, including legal fees and costs of repair or removal of unapproved signage, decor, or obstructions.

DocuSign Envelope ID: A184A6C4-0A2D-4400-A6BA-C16B11D3E318

GUARANTY OF LEASE

This GUARANTY OF LEASE dated as of this 1st day of October, 2025, given by Mario Garcia and Cristian Sanchez Gavier (Guarantor(s)) jointly and severally (collectively the "Guarantor"), given to 5th Street Capital Group L.L.C., having its principal place of business at 524 Old Moray Place, Saint Charles, MO 63301 (the "Lessor"),

WITNESSETH:

WHEREAS Lessor is leasing to ALAMOS LLC (the "Lessee"), by a certain lease agreement bearing the date 10/1/25 (the "Lease"), premises located at 416 S 5th Street, Saint Charles, Missouri, and,

NOW, THEREFORE, in order to induce Lessor to enter into the Lease, as aforesaid, the Guarantor hereby covenants, guarantees and agrees as follows:

1. The Guarantor guarantees to Lessor full and timely performance of the obligation of the Lessee as to all of the terms, covenants, conditions and agreements to be performed or observed by the Lessee under the Lease for the term of this Lease and any renewals thereof.
2. Any modification of the Lease or waiver of the performance thereof or the giving by the Lessor of any extension of time for the performance of any of the obligations of the Lessee, or any other forbearance on the part of the Lessor, or any failure by the Lessor to enforce any of its rights under the Lease shall not in any way release the Guarantor from liability hereunder or terminate, affect or diminish the validity of this Guaranty, except to the same extent, but only to such extent, that the liability or obligation of the Lessee is so released, terminated, affected or diminished, notice to the Guarantor of any such modification, waiver, extension, or forbearance by the Lessee under the terms hereof being hereby waived.
3. The Guarantor hereby waives notice of Lessee's default or nonpayment, and of presentment, protest, and demand and of all other notices to which the Guarantor might be entitled.
4. The Guarantor agrees that in the event the Lessee shall become insolvent or shall be adjudicated as bankrupt, or shall file a petition for reorganization, arrangement or similar relief under any present or future provision of the United States Bankruptcy Code, or if such a petition filed by creditors of the Lessee shall be approved by a court, or if the Lessee shall seek a judicial readjustment of the rights of its creditors under any present or future Federal or State law or if a receiver of all or part of its property and assets is appointed by any State or Federal Court, and in any such proceeding the Lease shall be terminated or rejected, or the obligations of the Lessee thereunder shall be modified, the Guarantor agrees that Guarantor will immediately pay to the Lessor or to its successors or assigns (a) an amount equal to all fixed, contingent and additional rent accrued to the date of such termination, rejection or modification, plus (b) an amount equal to the then cash value of the rent and additional rent which would have been payable under the Lease for the Demised Premises for such unexpired portion of the term together with interest on the amounts designated in (a) and (b) above at ten percent (10%) per annum from the date of such termination, rejection or modification to the date of payment. The Guarantor's obligations to make payment in accordance with the terms of this agreement shall not be impaired, modified, changed, released or limited in any manner whatsoever by an impairment, modification, change, release or limitation of the liability of the Lessee or its estate in bankruptcy resulting from the operation of any present or future provision of the United States Bankruptcy Code or other statute, or from the decision of any court that modifies, changes or limits Lessee's liability under the Lease.
5. The Guarantor shall not be subrogated to any of the rights of the Lessor under the Lease or in or to the premises demised thereby, or to any other rights of the Lessor, by reason of any of the provisions of this instrument or by reason of the performance by the Guarantor of any of his obligations hereunder, and the Guarantor will look solely to the Lessee for recoupment.

6. The Guarantor hereby waives their rights to trial by jury in any action, proceeding, claim or counterclaim brought by either party on any matter whatsoever arising out of or in any way connected with the Lease, this Guaranty, the relationship created by this Guaranty and/or any claim for injury or damages.
7. The Guarantor hereby waives any claim for incidental or consequential damages for lost profits, injury to person, property, or reputation, or any other incidental or consequential loss arising out of a breach of this Guaranty or the Lease by Lessor.
8. This agreement constitutes the sole and entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to this matter. No modifications of this agreement shall be binding unless they are in writing and signed by each party. No representations, promises or inducements, oral or written, not included in this agreement shall be binding upon any of the parties hereto.
9. In the event the Lessor shall be required to engage legal counsel for the enforcement of any of the terms of this Guaranty, and/or with respect to representation in any proceeding involving Lessee or Guarantor under the United States Bankruptcy Code whether such employment shall require institution of suit or other legal services required to secure compliance of the obligations of the Guarantor, the Lessor shall be entitled to collect from Guarantor the reasonable cost of such attorneys' fees, expert witness fees, and court costs.
10. If more than one party is executing this Guaranty of Lease as Guarantor, all parties executing this as Guarantor shall be jointly and severally liable for all obligations of Guarantor hereunder.
11. The undersigned hereby represents and warrants to the Lessor that they are of legal age to enter into contracts in the State of Missouri.
12. The legal rights and obligations hereunder shall be determined in accordance with the laws of the State of Missouri.
13. This Guaranty shall bind the Guarantor, his/her heirs, personal representatives, successors and assigns and shall inure to the benefit of the Lessor and its respective successors and assigns.

Cristian Sanchez Gavier	Mario Garcia
S.S. #: 496-17-3932	S.S. #: 787-46-0369

STATE OF Missouri

COUNTY OF Saint Charles } ss

On this 22nd day of October, 2025, before me appeared (INSERT NAME OF GUARANTOR(S)), to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Notary signature]

Notary Public

My Commission Expires: April 13th, 2027

JACOB ALAN BOYD
Notary Public - Notary Seal
St Charles County - State of Missouri
Commission Number 23157635
My Commission Expires Apr 13, 2027

STATE OF Missouri

COUNTY OF Saint Charles } ss

On this 22nd day of October, 2025, before me appeared (INSERT NAME OF GUARANTOR(S)), to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Notary signature]

Notary Public

My Commission Expires: April 13th, 2027

JACOB ALAN BOYD
Notary Public - Notary Seal
St Charles County - State of Missouri
Commission Number 23157635
My Commission Expires Apr 13, 2027

By: _____ Print: _____ Date: _____