

1. Universal Lease

1.1 ONBOARDING SHEET EXPLANATION

This NNN Commercial Lease Onboarding Sheet (this “**Onboarding Sheet**”) is intended to memorialize the tenant-specific terms related to a tenant’s use of the Premises (indicated below). This Onboarding Sheet, along with the NNN Commercial Lease Agreement General Terms and Conditions found at www.workbay.com, and/or attached hereto (the “**General Terms**”), and exhibits and schedules attached thereto, make up the lease agreement by and between “**Landlord**” and “**Tenant**” (designated below), The General Terms are hereby incorporated into this Onboarding Sheet as though restated entirely herein.

Tenant acknowledges that it has read and understands the General Terms.

By initialing below, you acknowledge and agree to the terms in Section 1.

Initial Here

2. Onboarding Sheet

2.1 GENERAL TERMS

Capitalized terms utilized, but not defined in this Onboarding Sheet, shall have the meaning set forth in the General Terms.

This Onboarding Sheet and the General Terms shall be collectively referred to herein and therein as the “**Lease**.” The Lease shall be effective as of the “**Effective Date**” indicated in this Onboarding Sheet. Landlord and Tenant are also sometimes referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

Tenant acknowledges that Tenant may be offered a “Lease Signing Incentive” as part of the signing process and payment of the initial amounts due under this Lease. Tenant hereby agrees that if an event of default occurs under this Lease and remains uncured for a period of more than ten (10) business days, then an amount equal to 150% of the value of such “Lease Signing Incentive” may immediately be deducted from the Security Deposit and paid to Landlord, which amount shall be promptly replenished by Tenant, as required pursuant to this Lease.

In consideration of the rents, covenants, and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged and agreed, Landlord and Tenant covenant, warrant, and agree as follows and as indicated in the General Terms:

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2.2 ONBOARDING SHEET

<i>Effective Date:</i>	,
Landlord Information:	
<i>Name:</i>	FlexShops Management, LLC dba WorkBay
<i>Landlord's Address for Notice:</i>	PO Box 161, Draper, UT 84020
Business Information:	
<i>Business Name:</i>	
<i>Business EIN#:</i>	
<i>Business Address:</i>	
Guarantor Information	
<i>Name(s):</i>	
<i>SS# (s) and/or ITIN (s) On File:</i>	
<i>Guarantor's Address(es) for Notice:</i>	
Lease Terms:	
<i>Unit Address(es):</i>	Site Plan is Available upon request
<i>Premises:</i>	Unit #: Appx. Rentable Square Feet: Total appx. Rentable square feet (if multiple units are part of the Lease). Floor Plan may be available upon request
<i>Space Selection:</i>	Mark if applicable ☒ Space Selection. Tenant understands that the Building contains multiple units/spaces for rent. The final determination of which unit/space will be occupied by Tenant as the "Premises" under the Lease will be confirmed when Landlord provides access to Tenant. Tenant agrees that Landlord may re-allocate which units/spaces will be leased by each tenant of the building in order to accommodate some tenants. If Landlord delivers keys to Tenant for a space that is different from the unit/space described in the Lease, the unit/space for which keys are delivered to Tenant shall be the "Premises" under the Lease for all purposes and Tenant shall execute a certificate acknowledging the same, which certificate shall be incorporated into the Lease.

<i>Term:</i>	The term of the Lease shall be _____ months (removed years), commencing on the Lease Commencement Date and ending on the Lease Expiration Date, subject to the Tenancy Evaluation and Termination Option provided on the signature page.
<i>Lease Commencement Date:</i>	
<i>Lease Expiration Date:</i>	
<i>Target Delivery Date:</i>	
<i>Rent Abatement:</i>	
<i>Permitted Use:</i> (And for no other purpose whatsoever)	Warehousing and Storage
<i>Lease Type:</i>	Triple Net Lease (NNN) – Tenant is responsible for Tenant’s Share of taxes, insurance, utilities and other Operating Expenses (see Section 5)
<i>Tenant’s Share:</i>	_____ %
<i>Monthly Base Rent:</i>	\$ _____
<i>Annual Escalation Rate:</i>	The greater of _____ % or the increase of the Consumer Price Index (urban consumers) from the prior year of the Term.
<i>Security Deposit:</i>	\$ _____
<i>Payment Method:</i>	Rent shall be paid via Landlord’s designated payment portal. Access to the payment portal will be provided via an email invitation link to a Tenant provided email address. Landlord may require the use of a different payment portal by sending notice to Tenant about the same.
<i>Business Hours:</i>	The hours from 8 a.m. to 6 p.m. local time.
<i>Parking:</i>	Access to unreserved parking spaces on the parking area(s) adjacent to the Building for the use of Tenant’s employees and its invitees. Refer to Exhibit P, attached to the General Terms.
<i>Broker:</i>	Not Applicable unless otherwise noted
<i>Current Estimated Operating Expenses (NNN Charges):</i>	\$ _____ / rate per leased square foot / year
<i>Automatic Renewal Terms:</i>	Mark if applicable ☐ TERM AND AUTOMATIC RENEWAL. UPON THE EXPIRATION OF THE TERM STATED IN THIS ONBOARDING SHEET (THE “INITIAL TERM”), THIS LEASE SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE TERMS FOR THE SAME DURATION AS THE INITIAL TERM (EACH A “RENEWAL TERM”), UNLESS EITHER PARTY PROVIDES WRITTEN NOTICE OF THEIR INTENTION NOT TO RENEW AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY RENEWAL TERM. (See Exhibit R)

Utility/Service Obligations:	Party Responsible to Initiate/Install Utility Service <i>Note to Tenant: All utilities shall be Operating Expenses payable by Tenant.</i>		
<i>Utility Type</i>	<i>Landlord:</i>	<i>Tenant:</i>	<i>Not Applicable</i>
Water	X		
Sewer	X		
Electric [1]	☐	☐	☐
Gas (if available)		X	
Internet		X	
Trash	X		
Security		X	
Fire Suppression Equipment [2]		X	
Other			
All other utilities		X	

[1] If Landlord is to provide electricity service to the Premises (as indicated above) then Landlord may charge to Tenant:

- a one-time setup fee of \$75.00;
- on a monthly basis, a base rate, plus the greater of either: (1) the base rate of \$0.115 (11.5¢) per kwh; or (2) Landlord's actual cost to provide such service to the Premises; and
- additional fees and costs actually incurred by Landlord in providing electrical service hereunder.

[2] Tenant Shall supply and maintain at its own expense any fire extinguishers, smoke alarms, or other fire prevention equipment required by law, rules, orders, ordinances and regulations of any city county or state in which the Premises is located (which may require annual maintenance of such equipment by a third party).

Maintenance and Repair Obligations	
	Landlord shall maintain[3] common areas, equipment that furnishes services (e.g., heat, water, elevator, air conditioning, pest control) to the Property generally, structural and major component parts of the Property, roof, parking lot, and foundation, plumbing, electrical wiring, machinery, and equipment furnished by Landlord with the Premises (other than as indicated herein).
	Tenant shall maintain exterior entrances, glass and show window moldings, partitions, doors, doorjambs, door closures, door hardware, fixtures, equipment, and appurtenances thereof (including electrical, lighting, heating, plumbing and plumbing fixtures, and any air-conditioning systems, including leaks around ducts, pipes, vents, or other parts of the air-conditioning, heating, or plumbing systems which protrude through the roof), interior wall finishes, flooring, fire suppression equipment, and all other items specifically associated with the Premises and not listed as Landlord's responsibility above.
Tenant Improvement Terms:	
Tenant's Allowance:	Not Applicable
Landlord's Work:	Not Applicable
Tenant's Work:	Not Applicable
Fee Schedule:	Parking \$50.00 Minimum (see attached Exhibit P), Late \$250.00, \$50.00 Daily Service Charge; Reinstatement fee \$150.00, violations of lease \$50.00 Minimum (see attached Fee Schedule); Non-compliance with insurance requirements will incur monthly charge equal to the greater of 10% of the Base Rent or \$300.00 until proof of adequate insurance is provided to Landlord.

Treatment of Abandoned Property:	
	Upon the expiration of the Term or earlier termination of Tenant's possession of the Premises, any and all property remaining in the Premises shall be treated as having been abandoned by Tenant (the "Abandoned Property"), and Tenant hereby agrees that such property may be disposed of by Landlord as it deems appropriate, in Landlord's sole discretion. However, the foregoing notwithstanding, if Tenant is locked out of the Premises due to its breach of this Lease, Tenant will be provided a 5-day notice to pay the total amount currently due (the "Property Access Fee") to retrieve any Abandoned Property from the Premises within the period of time stated in said notice. If Tenant does not timely pay the Property Access Fee, or if it does pay the Property Access Fee but fails to timely remove the Abandoned Property, the Landlord may dispose of the same at any time, which disposal may include the sale of the Abandoned Property for any amount deemed appropriate by Landlord, in its sole discretion, and apply proceeds from such sale (less Landlord's costs associated with holding such sale) to amounts owed by Tenant under this Lease.

[3] For the sake of providing clarity, all obligations contained hereunder shall be construed as Operating Expenses.

2.3 EXHIBIT R2: AUTOMATIC RENEWAL

Automatic Renewal Terms:

It is advisable to consult with a legal professional to ensure that this clause is compliant with the specific laws and regulations of the state in which the property is located.

TERM AND AUTOMATIC RENEWAL. UPON THE EXPIRATION OF THE TERM STATED IN THE ONBOARDING SHEET (THE "**INITIAL TERM**"), THIS LEASE SHALL **AUTOMATICALLY** RENEW FOR SUCCESSIVE TERMS FOR THE SAME DURATION AS THE INITIAL TERM (EACH A "**RENEWAL TERM**"), UNLESS EITHER PARTY PROVIDES WRITTEN NOTICE OF THEIR INTENTION NOT TO RENEW AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY RENEWAL TERM.

Notice of Non-Renewal. To prevent the automatic renewal of this Lease, either party must deliver written notice to the other party at least thirty (30) days before the expiration of the Initial Term or any Renewal Term. The notice must clearly state the intent not to renew the Lease.

Adjustment of Rent and Terms. The Annual Escalation Rate indicated in the Onboarding Sheet and related terms shall apply to Base Rent for any Renewal Term.

Acknowledgement. Both parties acknowledge that they have read and understood these Automatic Renewal Terms and agree to their inclusion as part of this Lease.

Tenant:

**Tenant acknowledges that it has read and understands the Automatic Renewal Terms.*

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2.4 TENANCY EVALUATION AND TERMINATION OPTION

Tenancy Evaluation and Termination Option

Landlord's Evaluation Option. Notwithstanding any other provision in the Lease, Landlord reserves the right, at its sole discretion, to evaluate Tenant's tenancy performance three (3) months, six (6) months, and, for multi-year leases, an annual evaluation at twelve (12) months and continuing annually from the Lease Commencement Date. Landlord's decision to permit tenancy continuation shall be based on Tenant's adherence to the terms of the Lease, payment history, violations, and other general issues regarding Tenant's occupancy and conduct. If, based on either evaluation, Landlord determines that Tenant's performance does not meet the desired standards, Landlord may elect to terminate the Lease. If such determination is made, Landlord shall provide written notice to Tenant of the Lease termination.

Move-Out Requirement. Upon receipt of such notice, Tenant shall have thirty (30) days to vacate and surrender the Premises in compliance with all Lease provisions regarding the condition of the Premises upon move-out. Tenant's obligations, including any outstanding Rent payments or other charges, shall remain in effect up to and including the final move-out date.

Waiver of Claims and Damages; Non-Disparagement. Tenant acknowledges and agrees that it shall have no claims, defenses, or rights of action arising from Landlord's decision to terminate the Lease in accordance with this provision. Tenant hereby waives, releases, and forever discharges any claims against Landlord or Landlord's representatives relating to such termination, including but not limited to any claims for loss of business, marketing costs, relocation expenses, expectation damages, or any other consequential or incidental damages resulting from such termination. Tenant further agrees that it will not make, nor cause others to make, any statement or take any action, orally or in writing, that could disparage, defame, or otherwise damage Landlord's reputation or business interests, either prior to or following Lease termination under this provision.

[End of Tenancy Evaluation and Termination Option Provision]

Tenant:

**Tenant acknowledges that it has read and understands the Tenancy Evaluation and Termination Options.*

Initial Here

3. Sign and Accept

3.1 LANDLORD, TENANT, & GUARANTOR(S)

In Witness Whereof, the Parties have executed this NNN Commercial Lease Onboarding Sheet as of the Effective Date _____.

***Tenant acknowledges that he/she has read and understands the General Terms.**

Guaranty: The Guarantor(s) indicated in this Onboarding Sheet absolutely and unconditionally guaranty to Landlord, its successors and assigns, the prompt and full payment of all Rent and all other payments to be made by Tenant under the Lease, as indicated in the Absolute and Unconditional Guaranty hereto as Exhibit G.

***Guarantor(s) acknowledges that he/she has read and understands the General Terms.**

This is a legally binding document. By signing, you agree that you have the authority to enter into the agreement and are creating your electronic signature and signing the document just as if you had used a pen to ink sign the document.

Primary Lessee: _____ Date: _____

Secondary Lessee: _____ Date: _____

Co-Signer/Guarantor: _____ Date: _____

Business Representative: _____ Date: _____

Business Representative: _____ Date: _____

Landlord: _____ Date: _____