

PREMISES LEASE AGREEMENT

THIS PREMISES LEASE AGREEMENT (the "**Premises Lease**") is made to be effective as of the ____ day of _____, 2015 (the "**Effective Date**") by and between the **CITY OF RATON, NEW MEXICO**, a municipality formed under the laws of the State of New Mexico (the "**CITY**"), with a street address of _____, Raton, New Mexico _____, and **BNSF RAILWAY COMPANY**, a Delaware corporation ("**BNSF**"), with an address of 2500 Lou Menk Drive, Fort Worth, Texas 76131.

RECITALS

A. BNSF owns or controls (i) certain land, together with parking and parking related improvements located thereon, situated at or near the City of Raton, County of Colfax, State of New Mexico, as shown on the attached Drawing No. _____, dated _____, attached hereto as **Exhibit "A"** and incorporated herein by this reference ("**Land**"), and (ii) certain other improvements located on the Land consisting of that certain depot building (the "**Building**") consisting of one (1) story and containing approximately _____ square feet. The Land and the Building are sometimes collectively referred to herein as the "**Property**".

B. BNSF and CITY acknowledge that portions of the Land and Building are used by the National Railroad Passenger Corporation d/b/a Amtrak, a District of Columbia corporation (together with its successors and assigns, collectively referred to hereinafter as "**AMTRAK**") for passenger rail operations (such portions of the Land and Building, together with other areas used exclusively by AMTRAK located on or adjacent to the Land [e.g., passenger boarding platforms, connecting walkways, parking areas] being collectively referred to hereinafter as the "**AMTRAK Premises**", which AMTRAK Premises are as more particularly described in the BNSF/AMTRAK Lease defined below) pursuant to that certain: (i) agreement between AMTRAK and Burlington Northern Railroad Company ("**BNR**") and The Atchison, Topeka and Santa Fe Railway Company ("**ATSF**") (collectively, BNR and ATSF are predecessors-in-interest to BNSF), dated September 1, 1996, as amended ("**Operating Agreement**") and (ii) Lease Agreement between AMTRAK and BNSF, dated _____ (the "**BNSF/AMTRAK Lease**"). The Operating Agreement and the BNSF/AMTRAK Lease are referred to hereinafter collectively as the "**BNSF/AMTRAK Agreements**".

C. In connection with certain economic development objectives, the CITY desires to acquire the Property from BNSF, and BNSF is agreeable to conveying the Property to the CITY, subject to certain terms and conditions. Accordingly, the CITY and BNSF have entered into that certain Conveyance Contract (the "**Contract**") dated effective _____, 2015.

D. If the conveyance of the Property from BNSF to the CITY proceeds to closing ("**Closing**") as described in the Contract, as part of the Closing deliveries BNSF and the CITY will simultaneously execute this Premises Lease [attached to the Contract in the form of Exhibit "E"] under which the CITY (as landlord) will lease back a portion of the Building to BNSF (as tenant).

AGREEMENTS

For the consideration and upon the terms and conditions hereinafter set forth, the CITY and BNSF agree as follows:

Section 1 Leased Premises.

1.1 The CITY hereby leases and demises to BNSF, and BNSF hereby leases from the CITY, an approximately 1,372 square foot portion of the Building as generally shown on **Exhibit A-1** attached hereto and incorporated herein by this reference ("**Leased Premises**").

1.2 The CITY represents and warrants to BNSF that it has the authority to enter into and fully perform the provisions of this Premises Lease.

Section 2 Term. Unless earlier terminated as hereinafter provided, this Premises Lease shall commence on the Closing Date (as defined in the Contract) of the conveyance of the Property from BNSF to the CITY under the Contract (the "**Commencement Date**") and continue in force until terminated by BNSF giving to CITY thirty (30) days' written notice of its desire to terminate the same (the "**Term**"). Upon the expiration of the time specified in such notice, this Premises Lease and all rights of CITY shall absolutely cease.

Section 3 Rent. As of the Effective Date, BNSF is paying to the CITY a one-time fee of \$100.00 as rent (the "**Rent**") for the Leased Premises for the entire Term. The CITY hereby acknowledges its receipt of the Rent and that no further rental payments will be due from BNSF during the Term.

Section 4 Building Renovations.

4.1 Pursuant to Section 6 of the Contract, the CITY, at its sole cost and expense, may, but is not obligated to, renovate the Building, including the Leased Premises ("**Building Renovations**"). If the CITY undertakes the Building Renovations, the CITY shall perform all work for the Building Renovations in accordance with the terms and conditions of the Contract. All Building Renovations, if any, must be compliant with the Americans with Disabilities Act of 1990 ("**ADA**") and performed in accordance with the provisions of Section 6 of the Contract.

4.2 Should the Building Renovations reasonably require that BNSF temporarily vacate the Leased Premises, then the CITY and BNSF, at no cost to BNSF, shall work cooperatively to locate ADA-compliant temporary facilities for BNSF's temporary use during the Building Renovations. The parties shall use their best efforts to locate any such ADA-compliant temporary facilities in the general vicinity of the Leased Premises. BNSF agrees that it will temporarily relocate to such alternate facilities, such relocation to be at the CITY's sole cost and expense, so long as such temporary facilities are reasonably comparable to the Leased Premises, and are approved in advance by BNSF, such approval not to be unreasonably withheld.

Section 5 Utilities and Services.

5.1 The CITY will pay when due all charges for gas, water, sewer, and electricity used by BNSF on the Leased Premises during the Term hereof. BNSF shall arrange and pay for its telephone services, janitorial service and internet services to the Leased Premises. In the event of any interruption of utility service that is within the CITY's reasonable control, the CITY, at the CITY's sole cost and expense and upon BNSF's request, shall diligently pursue the resumption of service.

5.2 If any of BNSF's utility services are interrupted as a result of the CITY's nonpayment or delinquent payment for service, and the CITY fails to correct such interruption such that the interruption (a) continues for more than thirty (30) days, and (b) interferes with BNSF's ability to use the Leased Premises for its intended purposes as further described herein, BNSF may elect to pursue the resumption of service itself at the CITY's sole cost and expense. The CITY shall reimburse BNSF for all costs incurred by BNSF to restore such utility services after such services were interrupted due to City's delinquent payment or non-payment within thirty (30) days after demand.

Section 6 Insurance.

6.1 During the Term of this Premises Lease, ~~BNSF shall maintain insurance in the amount and to the extent BNSF deems necessary to cover its activities on the Leased Premises, which coverage BNSF may provide through its program of self-insurance. The CITY agrees that BNSF Railway Company is insured under Burlington Northern Santa Fe, LLC's Excess Property and Liability Policies. BNSF's self-insured retention is in keeping with its net worth and cash flows and is consistent with that of other corporations of similar operations and size. Adequate reserves are maintained for claims within its retention. BNSF is allowed to self-insure without the prior written consent of the City. Any self-insured retention or other financial responsibility for claims shall be covered directly by BNSF in lieu of insurance.~~

6.2 During the Term of this Premises Lease, the CITY shall maintain property and casualty insurance for the Building in an amount equal to 100% of the actual replacement value of the Building (including the Building Renovations). The CITY will provide a copy of said policy for review by BNSF prior to execution of this Premises Lease. BNSF acknowledges and agrees that the CITY does not purchase "Terrorism and Risk Insurance" under the "Terrorism Risk Insurance Act" (TRIA) and shall not be responsible for any damages caused by actions falling within said act.

Section 7 Waiver. The CITY and BNSF each hereby waive all claims, rights of recovery and causes of action against the other party or against any of the other party's commission members, officers, directors, shareholders, partners or employees for any loss or damage that may occur to the Building or the Leased Premises, any improvements thereto or any personal property therein by reason of fire or other casualty, or by reason of any other cause (including the negligence of a party hereto or its officers, directors, shareholders, partners or employees) that could have been insured against under the terms of property and casualty coverage insurance policy or policies or for which the CITY or BNSF may be reimbursed as a result of insurance coverage affecting any loss suffered by either party hereto, regardless of cause or origin. The CITY and BNSF hereby agree to cause an endorsement to be issued to their respective insurance policies (including any contents, fire and casualty insurance) recognizing this waiver of subrogation; provided, however, BNSF may satisfy this requirement through providing to the CITY proof of its program of self-insurance.

Section 8 Use and Occupancy, Compliance with Applicable Laws.

8.1 Use and Occupancy.

8.1.1 BNSF may use the Leased Premises for general office, telecommunications, railroad operations and related purposes. However, BNSF has no obligation to use the Leased Premises for any purpose, and no vacancy of the Leased Premises will result in a default or termination hereunder, or otherwise be deemed an abandonment.

8.1.2 The CITY represents and warrants that physical access permitting BNSF, and BNSF's affiliates, employees, agents and representatives, ingress and egress to and from the Leased Premises exists as of the Commencement Date and will continue to exist throughout the Term.

8.1.3 BNSF and BNSF's affiliates, agents, representatives, invitees, licensees, employees and contractors shall have access to all Common Areas (as hereinafter defined) within the Building or on the Land associated with the Building. "**Common Areas**" shall mean those areas of the Building and Land provided for the common use or benefit of the CITY, tenants and/or the public including public restrooms in the Building, the entrance to the Building, elevator(s) and/or stairway(s) inside and outside the Building, parking areas, driveways on the Land, and all similar common use facilities. The CITY agrees to provide at all times sufficient Common Areas as may be reasonable and desirable in connection with BNSF's use and enjoyment of the Premises

8.2 Compliance with Laws. BNSF represents and warrants that it shall use and occupy the Leased Premises in compliance with all applicable laws, statutes, ordinances, rules, regulations, orders, requirements, codes and restrictions in effect during the Term, which regulate the use by BNSF of the Leased Premises, including the ADA (except with respect to compliance with Environmental Laws, as such term is hereinafter defined, which compliance shall be in accordance with **Section 8.3** below). The CITY represents and warrants that upon completion of the Building Renovations, if any, the Building (including the Leased Premises) and Common Areas, shall be and will remain throughout the Term in compliance with all laws, statutes, ordinances, rules, regulations, orders, requirements, codes and restrictions. It shall be the CITY's sole duty to ensure that the Building remains in compliance with all laws, statutes, ordinances, rules, regulations, orders, requirements, codes and restrictions during the Term. With respect to compliance with Environmental Laws, the CITY's duty shall be in accordance with **Section 8.3**, below.

8.3 Environmental Compliance.

8.3.1 "Environmental Laws" shall mean and include any and all local, state or federal laws, rules, orders or regulations in effect during the Term, or any part of the Term hereof, pertaining to environmental regulation, or the use, processing, storage, housing, disposal, generation or transportation of Hazardous Substances, as defined below. Environmental Laws include, but are not limited to, the following federal statutes, amendments thereto, and any enactments by state or local jurisdictions which address similar subjects: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation Recovery Act, the Hazardous and Solid Waste Amendments 1984, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Water Pollution Control Act, the Federal Clean Air Act, the Federal Clean Water Act, the National Environmental Policy Act, the Hazardous Materials Transportation Act, spill prevention and control legislation, and any regulations promulgated with respect to any such statutes.

8.3.2 "Hazardous Substances" shall mean and include any hazardous, toxic, radioactive or infectious substance, material, contaminant or waste as defined, listed or regulated under any Environmental Law, and includes without limitation, petroleum oil and any of its fractions, asbestos and materials that contain asbestos, lead-based paint, or any other substances which are defined in, included under, or regulated by any Environmental Law.

8.3.3 BNSF shall use the Leased Premises in compliance with all applicable Environmental Laws. BNSF agrees to indemnify, protect, defend and hold harmless the CITY from and against all environmental claims to the extent such environmental claims are directly caused by BNSF in its use or occupancy of the Leased Premises.

8.3.4 The CITY shall conduct the Building Renovations, if any, in compliance with applicable Environmental Laws. The CITY agrees to indemnify, protect, defend and hold harmless BNSF from and against all environmental claims to the extent such environmental claims are directly caused by the CITY's construction of Building Renovations and CITY's use and occupancy of the Building.

Section 9 Repairs and Alterations.

9.1 The CITY agrees, at its sole cost and expense, to keep and maintain in good order, condition and repair throughout the Term the Building, the Building Renovations, if any, the HVAC system and all structural components of the Building, including without limitation the roof, foundation, underground or below-the-foundation sewer and utility pipes, lines, mains and conduits, exterior walls, gutters, water spouts, load-bearing walls and other structural components of the Building, the Leased Premises and all Common Areas (whether located within the Building or on other parts of the Land);

provided, however, any repairs under this **Section 9.1** to the extent directly caused by BNSF, its agents, employees, invitees, licensees or contractors shall be at BNSF's sole cost and expense. Upon written notice from BNSF that any repair encompassed by this **Section 9.1** to the Leased Premises is necessary, the CITY shall promptly respond and effect such requested repair.

9.2 Subject to the CITY's obligations to keep and maintain in good order, condition and repair the Building, the Building Renovations, the HVAC system and structural components of the Building, Leased Premises and Common Areas under **Section 9.1** above, BNSF agrees, at its sole cost and expense, to keep and maintain in good order, condition and repair throughout the Term the interior of Leased Premises, including without limitation interior and exterior doors, door checks, sprinklers, lighting facilities, electrical facilities, interior walls and interior surfaces of exterior walls, ceilings, floor, floor coverings, windows and all plumbing and sewage facilities within the Leased Premises. BNSF shall be allowed to make reasonable alterations to the Leased Premises upon prior notice to the CITY. BNSF agrees to make all such alterations in compliance with applicable Legal Requirements.

Section 10 Entry. The CITY and its contractors, agents and other designated third parties may at all reasonable times after reasonable notice to BNSF (of not less than 24 hours) and at any time in case of emergency, enter the Leased Premises to make alterations, repair and/or maintain the Leased Premises, provided such entry does not unreasonably interfere with BNSF's use of the Leased Premises as allowed hereunder.

Section 11 Repurchase Rights. BNSF has the right to purchase the Property upon termination of the term of this Premises Lease as set forth in the Contract. In addition, even prior to the termination of this Premises Lease, BNSF has the right to purchase the Property upon the occurrence of certain Early Repurchase Events (as defined in the Contract). The above-described repurchase rights are collectively referred to herein as the "**Repurchase Rights**." Notwithstanding anything herein to the contrary, in the event of a repurchase of the Property under the Repurchase Rights, this Premises Lease shall terminate and/or the CITY shall assign all of its rights under this Premises Lease (as lessor) to BNSF or any party designated by BNSF, as directed by BNSF in its sole discretion.

Section 12 Default and Remedies.

12.1 Default by BNSF. A "**BNSF Default**" shall be deemed to exist if BNSF fails to perform, comply with or observe any agreement, obligation or undertaking of BNSF in this Premises Lease, and such failure continues for a period of ninety (90) days after BNSF receives written notice from the CITY specifying the failure; provided, however, that if such failure cannot be reasonably cured within such ninety (90) day period, BNSF shall not be deemed to be in default hereunder if BNSF commences such cure within said ninety (90) day period and thereafter diligently pursues such cure to completion.

12.2 Remedies of the CITY. Upon any BNSF Default, the CITY may, at the CITY's option and as its sole remedies, elect to (a) waive such BNSF Default, and this Premises Lease shall continue in full force and effect, or (b) seek specific performance of the item causing the BNSF Default in a court of competent jurisdiction, and/or (c) seek damages. The CITY shall not have the right to terminate this Premises Lease for a BNSF Default in any event.

12.3 Default by the CITY. A "**City Default**" shall be deemed to exist if the CITY fails to perform, comply with or observe any agreement, obligation or undertaking of the CITY in this Premises Lease, and such failure continues for a period of ninety (90) days after the CITY receives written notice from BNSF specifying the failure; provided, however, that if such failure cannot reasonably be cured within such ninety (90) day period, the CITY shall not be deemed to be in default

hereunder if the CITY commences such cure within said ninety (90) day period and thereafter diligently pursues such cure to completion.

12.4 Remedies of BNSF. Upon any the CITY Default, BNSF may, at BNSF's option and in addition to all other rights, remedies and recourses afforded BNSF hereunder or at law or in equity, elect to (a) waive such the CITY Default, and this Premises Lease shall continue in full force and effect, or (b) undertake self help to correct the CITY Default with the right to take all actions necessary to correct the CITY Default, and/or seek damages.

Section 13 Condemnation and Casualty.

13.1 Condemnation.

13.1.1 If the Leased Premises, Common Areas and/or the Building shall be subject to a taking by any public authority (other than the CITY) under the power of condemnation or eminent domain or by purchase in lieu thereof ("**Taking**") to such an extent that the Building (together with the Common Area and Leased Premises) cannot to reasonably be restored to a functional and complete unit of substantially similar quality and character as existed prior to the Taking (a "**Full Taking**"), then this Premises Lease shall terminate and all awards, proceeds, compensation or other payments from or with respect to any Taking ("**Condemnation Proceeds**") shall be split between the CITY and BNSF as follows: BNSF shall receive a portion of all Condemnation Proceeds for the Taking of the Building equal to the Applicable Amount (as hereinafter defined) and the CITY shall retain the balance. As used herein, the BNSF's "**Applicable Amount**" shall mean the total available Condemnation Proceeds, less an amount equal to the Early Repurchase Price that BNSF would have paid under the Contract if it had exercised an Early Repurchase Right thereunder with an Early Repurchase Closing on the date of the Taking. In addition to the above, in such event BNSF shall have the right to repurchase whatever portion of the Building that remains pursuant to BNSF's Termination Repurchase Right as defined and described in the Contract.

13.1.2 In the event of a Taking which is not a Full Taking, the CITY shall immediately undertake to restore the Building, the Leased Premises and/or Common Areas to a functional and complete unit of substantially similar quality and character as existed prior to such Taking to the extent practical.

13.1.3 In addition to BNSF's right to participate in Condemnation Proceeds as provided above, BNSF shall have the right to assert a separate claim against the condemning authority for all moving and relocation expenses and loss to BNSF's trade fixtures.

13.2 Casualty. If the whole or any part of the Leased Premises or the Building, shall be destroyed or damaged, then the CITY shall, at the CITY's sole cost and expense, promptly restore, rebuild and repair the Leased Premises, Building (and all associated improvements) and all Common Areas to the same condition as existed prior to such casualty, using all diligent efforts to complete same as soon as possible.

Section 14 Assignment and Subleasing. BNSF shall have the right to assign, sublease, or transfer this Premises Lease without the CITY's consent to (i) any entity owned or controlled by BNSF or any parent or affiliate of BNSF or (ii) any entity succeeding to BNSF's interest in BNSF's railroad tracks on BNSF's land adjacent to or near the Building ("**Permitted Assignee**"). Except for a Permitted Assignee, BNSF shall not assign, sublease or transfer this Premises Lease or any part thereof, without the prior written consent of the CITY, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 15 Miscellaneous Provisions.

15.1 Quiet Enjoyment. During the Term of this Premises Lease, BNSF is entitled to the quiet enjoyment of the Leased Premises so long as BNSF is not in default under this Premises Lease beyond any applicable grace or cure period.

15.2 Authority. Each individual executing this Premises Lease on behalf of a corporation, trust, or partnership represents and warrants that he or she is duly authorized to execute and deliver this Premises Lease on behalf of such entity.

15.3 Counterparts. This Premises Lease may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Premises Lease may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes; provided, however, that any signature pages transmitted by facsimile shall nevertheless be followed by the exchange of hard copy originals.

15.4 Severability. If any clause or provision of this Premises Lease is illegal, invalid or unenforceable under present or future laws effective during the Term of this Premises Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Premises Lease shall not be affected thereby, and it is also the intention of the parties to this Premises Lease that in lieu of each clause or provision of this Premises Lease that is illegal, invalid or unenforceable, there be added, as a part of this Premises Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

15.5 Entire Agreement; Amendments. This Premises Lease, together with the Contract, constitutes the entire agreement between the CITY and BNSF, and no other prior or contemporaneous agreement or understanding shall be effective. Except as otherwise provided in this Premises Lease, the CITY and BNSF represent and warrant that each has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other party of this Premises Lease and as to the nature, quality and character of the Leased Premises. No subsequent alterations, amendments, changes or modifications to this Premises Lease shall be binding unless reduced to writing and signed by each party.

15.6 Binding Effect. The covenants, conditions and agreements made and entered into by the parties hereto shall inure to the benefit of and shall be binding upon their respective heirs, successors, representatives and permitted assigns.

15.7 Cost of Suit. If suit shall be successfully brought for breach of any covenant or agreement herein contained, the prevailing party shall be entitled to recover all costs and expenses of suit, including, but not limited to, reasonable attorneys' fees

15.8 Notices. All notices, demands, consents, and reports provided for in this Premises Lease shall be in writing and shall be given to the CITY or BNSF at that address set forth below or at such other address as they individually may specify thereafter in writing:

CITY: City of Raton

Attn: _____
Fax: _____

BNSF: BNSF Railway Company

2301 Lou Menk Drive, GOB 3-W
Fort Worth, Texas 76131
Attn: _____
Fax: _____

With a copy to:

Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, Texas 76155-2670
Attn: Transaction Manager
Fax: _____

All notices required or permitted by this Premises Lease shall be in writing and may be delivered in person (by hand or messenger or courier service) or may be sent by certified or registered mail or overnight express mail, with postage prepaid, or may be sent by telecopy transmission (if a machine generated confirmation is generated with the transmission) and shall be deemed sufficiently given and served in a manner specified in this **Section 15.8**. Either party may, by written notice to the other, specify a different or additional address for notice purposes. A copy of all notices required or permitted to be given by either party hereunder shall be concurrently transmitted to such party or parties at such addresses as either may from time to time hereafter designate by written notice to the other party.

15.9 Caption Headings. Captions to various paragraphs, sections and subsections of this Premises Lease are inserted for convenience only and are not to be construed as part of this Premises Lease or as in any way affecting it.

15.10 Number and Gender. Wherever in this Premises Lease the context requires, the singular shall be deemed to include the plural, and the plural, the singular, and the masculine, feminine or neutral genders shall include all other genders. Wherever in this Premises Lease the context requires, the word "**person**" shall be deemed to include any corporation, partnership, trust, firm, entity, governmental agency, or association.

15.11 Controlling Law. This Premises Lease and the obligations hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of New Mexico.

15.12 Venue. Except as may be elsewhere specifically provided in this Premises Lease, all obligations of the CITY and BNSF (including, without limitation, all monetary obligations of BNSF) are to be performed exclusively in the County and jurisdiction where the Building is located.

15.13 Force Majeure. Except as may be elsewhere specifically provided in this Premises Lease, if either party is delayed or hindered in, or prevented from the performance required under this Premises Lease (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or other reason of the like nature not the fault of the party delayed in performance of its obligation, such party is excused from such performance for the period of delay. The period for the performance of any such act will then be extended for the period of such delay.

15.14 Memorandum. BNSF and the CITY shall execute a memorandum ("**Memorandum**") suitable for recording in the public records where the Leased Premises are located, in form sufficient to constitute constructive notice to all third parties of BNSF's rights hereunder in and to the Premises and otherwise in form reasonably satisfactory to both parties. The Memorandum shall be recorded on the Closing Date in the public records where the Leased Premises are located.

15.15 Contract. All of the provisions of this Premises Lease are subject to the terms of the Contract. In the event of any conflict between the terms hereof and the Contract, the Contract will control.

[Signature Page and Exhibits Follow – The Balance of This Page Has Been Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Premises Lease to be effective as of the Effective Date set forth above.

CITY:

CITY OF RATON, a municipality formed under the laws of the State of New Mexico

By: _____
Name: _____
Title: _____

BNSF:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Depiction of the Land and Building

[to be attached prior to execution]

EXHIBIT A-1

Depiction of the Leased Premises

[to be attached prior to execution]