

(5) THE LEASE TERM UNDER A LEASE CONTRACT REFERRED TO IN SUBSECTION (4):

(A) IF THERE IS A WRITING SIGNED BY THE PARTY AGAINST WHOM ENFORCEMENT IS SOUGHT OR BY THAT PARTY'S AUTHORIZED AGENT SPECIFYING THE LEASE TERM, IS THE TERM SO SPECIFIED;

(B) IF THE PARTY AGAINST WHOM ENFORCEMENT IS SOUGHT ADMITS IN THAT PARTY'S PLEADING, TESTIMONY, OR OTHERWISE IN COURT A LEASE TERM, IS THE TERM SO ADMITTED;

(C) IS A REASONABLE LEASE TERM.

2A-202. FINAL WRITTEN EXPRESSION: PAROL OR EXTRINSIC EVIDENCE

TERMS WITH RESPECT TO WHICH THE CONFIRMATORY MEMORANDA OF THE PARTIES AGREE OR WHICH ARE OTHERWISE SET FORTH IN A WRITING INTENDED BY THE PARTIES AS A FINAL EXPRESSION OF THEIR AGREEMENT WITH RESPECT TO SUCH TERMS AS ARE INCLUDED THEREIN MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR AGREEMENT OR OF A CONTEMPORANEOUS ORAL AGREEMENT BUT MAY BE EXPLAINED OR SUPPLEMENTED:

(A) BY COURSE OF DEALING OR USAGE OF TRADE OR BY COURSE OF PERFORMANCE; AND

(B) BY EVIDENCE OF CONSISTENT ADDITIONAL TERMS UNLESS THE COURT FINDS THE WRITING TO HAVE BEEN INTENDED ALSO AS A COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT.

2A-203. SEALS INOPERATIVE

THE AFFIXING OF A SEAL TO A WRITING EVIDENCING A LEASE CONTRACT OR AN OFFER TO ENTER INTO A LEASE CONTRACT DOES NOT RENDER THE WRITING A SEALED INSTRUMENT AND THE LAW WITH RESPECT TO SEALED INSTRUMENTS DOES NOT APPLY TO THE LEASE CONTRACT OR OFFER:

2A-204. FORMATION IN GENERAL

(1) A LEASE CONTRACT MAY BE MADE IN ANY MANNER SUFFICIENT TO SHOW AGREEMENT, INCLUDING CONDUCT BY BOTH PARTIES WHICH RECOGNIZES THE EXISTENCE OF A LEASE CONTRACT.

(2) AN AGREEMENT SUFFICIENT TO CONSTITUTE A LEASE CONTRACT MAY BE FOUND ALTHOUGH THE MOMENT OF ITS MAKING IS UNDETERMINED.

(3) ALTHOUGH ONE OR MORE TERMS ARE LEFT OPEN, A LEASE CONTRACT DOES NOT FAIL FOR INDEFINITENESS IF THE PARTIES HAVE INTENDED TO MAKE A LEASE CONTRACT AND THERE IS A REASONABLY CERTAIN BASIS FOR GIVING AN APPROPRIATE REMEDY.