

Amended Commercial Lease Agreement

This Commercial Lease Agreement (this “**Agreement**” or this “**Lease**”) is made by and between _____ and _____ (collectively “**Landlord**”) and _____ (“**Tenant**”). Landlord and Tenant may hereafter be referred to individually as a “**Party**” and collectively as the “**Parties.**”

Recitals

Commencement Date: TBD

Ending Date: TBD

Term of Lease: Four years

Base Rent: \$X per month plus 50% of all Sublessee’s rent, up to the sublease rate per period, as defined herein

Additional Rent: Tenant’s Utilities
Tenant’s Insurance
Tenant’s Maintenance

Permitted/Prohibited Use of Premises:

Commercial Office Space as approved by Landlord, the TOWN OR CITY and the County of TBD. Tenant shall not be permitted to operate, assign, sublease or license in this space for a dental office or dental business.

Advance rent: \$N/A

Security Deposit: \$N/A

Landlord is the property owner of real property described as:

FULL ADDRESS OF PROPERTY

Hereafter, the “**Premises.**”

The Premises consists of approximately TOTAL sq. ft space and an additional TBD sq. ft

space.

This Agreement sets forth the terms upon Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord.

NOW, THEREFORE, and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereby agree as follows:

i. **Agreement**

2. Recitals Incorporated. The above Recitals are hereby incorporated into this Agreement.
3. Lease of Premises. In consideration of the payment of the rent and the performance of the promises by the Tenant, the Landlord does hereby lease the Premises to Tenant, and Tenant hereby leases the Premises from Landlord.
4. Tenant Use. Tenant will utilize the Premises to operate a business providing cooperative work and meeting space for third parties requiring office facilities “Coworking Space” (the “**Business**”).
5. Term and Termination. This Lease shall commence on TBD. The term of this Lease is four (4) years.
6. Utilities. Tenant shall arrange and timely pay for all utilities not provided by the Landlord which serve the Premises. The Landlord shall pay for the following utilities: Gas, Sewer. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant shall require additional utility facilities; the same shall be installed at Tenant sole expense in accordance with plans and specifications to be submitted to and approved by Landlord in writing.
7. Lease Payment. This Lease shall be \$X per month plus 50% of Sublessee’s payments to Tenant.
 - a. The minimum (base) monthly lease rate shall be \$X per month throughout the length the lease.
 - b. The Tenant shall collect funds from Sublessees and remit 50% of the gross amount to Landlord as part of its Base Rent.
 - c. The sublease rate for the period of TBD – TBD shall be (example \$1.00 per leased sq. ft.)

- d. The sublease rate for the period of TBD – TBD shall be (example \$1.10 per leased sq. ft.)
 - e. Income to the Business shall be reported monthly in a written statement produced by Tenant and delivered by E-mail to Landlord. Such report shall be delivered to Landlord by the fifth (5th) of each month for income received by Tenant in the prior month. Revenue and the required minimum (base) rent shall be delivered to Landlord with the report, that is, by the fifth (5th) of each month representing rent due for the prior month.
8. Business Records. Tenant shall upon Landlord's written request provide Landlord with copies of Tenant's Business operational records, including but not limited to check registers, general ledgers, balance sheets, profit and loss statements, bank records, tax returns and other documents as may be reasonably necessary to verify the Business income and the proper payment of rent pursuant to this Lease.
 9. Real Property Tax. Landlord shall pay all real property taxes assessed to the Premises. Tenant is responsible for and shall pay all sales tax on sales and all personal property tax.
 10. Leasehold Improvements. Tenant may with the prior express written consent of Landlord make Tenant specific improvements to the Premises, provided that Landlord approve the plans for the improvements in writing in advance. Landlord may not unreasonably withhold approval. Any physical improvements made by Tenant will be considered the property of Landlord and must be left in place at the Premises at the termination of this Agreement.
 11. No Security Deposit. There is no security deposit required under this Agreement.
 12. Assignment, Sublease, or License. Tenant may assign or sublease the Premises, or any right or privilege connected therewith, by first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. The Parties agree that any assignees, Sublessees or licensees shall be bound to the terms of this Agreement and shall be collectively referred to as Sublessees.
 13. Signs, Outdoor Advertising. Any changes to signs, outdoor advertising or other structures on the Premises must comply with, and be permitted by, the TOWN OR CITY. No additional signs may be placed on the Premises without the written consent of the Landlord
 14. Ordinances and Statutes. Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises occasioned by or affecting the use thereof

by Tenant.

15. Compliance With Applicable Laws. Landlord hereby represents and warrants to Tenant that as of the Commencement Date, the Building, all other improvements within the Premises shall comply with all laws, ordinances, rules, regulations, building codes, covenants, conditions and restrictions of record, judicial decisions, and pronouncements of governmental authorities (hereinafter collectively referred to as "Applicable Laws") in effect on the Commencement Date, including, without limitation, the Americans With Disabilities Act and all laws pertaining to public safety or the environment, and all rules and regulations promulgated pursuant thereto. If the Building or Premises do not comply with this warranty, Landlord shall promptly after receipt of written notice from Tenant setting forth with reasonable specificity the nature and extent of such non-compliance, rectify the same at Landlord's sole expense.
16. Landlord's Representations. Landlord hereby represents and warrants to Tenant that as of the Commencement Date, Landlord is not aware, and has no reason to believe, that: (i) there has occurred the release of any "Hazardous Substance" (as hereinafter defined) in, on, under or about the Premises or the Building, or that any Hazardous Substance otherwise exists in, on, under or about the Premises or the Building; (ii) there is any pending or threatened litigation or condemnation in respect of the Premises or the Building or Landlord's interest in the Premises or the Building; or (iii) there is any pending, threatened or contemplated reduction or restriction of the access of the Building to any adjacent public thoroughfare.
17. Use of premises. The Premises are to be used for the purposes of set forth in Section 1 above. Tenant shall restrict its use to such purposes, and shall not use or permit the use of the Premises for any other purpose without the written consent of Landlord, or Landlord's authorized agent. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use. Tenant covenants that Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, or municipal authority and will not do anything on or in the Premises in contravention of any of them.
18. Restrictions on use. Tenant shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the Premises, and shall comply with all requirements of the insurers applicable to the Premises necessary to keep in force the fire and liability insurance.
19. Repairs and maintenance. Tenant shall maintain Leased Premises in a clean, orderly and sanitary condition and keep in good repair the interior of the Leased Premises, including snow removal on adjacent sidewalks. During the Lease term, Tenant shall make at Tenant's expense, all necessary repairs to Leased Premises for such items as routine

repairs of floors, walls, ceilings, and other parts of Leased Premises damaged or worn through normal occupancy, and for any other items for which damage is caused by Tenant. Landlord shall maintain side and rear exterior walls, the roof, windows, doors, skylights, and interior walls to the point of which they are in good condition, so long as, Tenant is not responsible for damages caused by Tenant's willful, reckless, or negligent conduct. In the case of damages caused by Tenant's willful, reckless, or negligent conduct, Tenant shall be responsible for repair and/or necessary maintenance. Tenant shall keep the Premises free of ice. Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the building from time to time. In the exercise of those rights, Landlord undertakes to minimize any interference with Tenant's use of the Premises and ensure that direct entrance to and exit from the Premises is maintained. Landlord reserves the right for itself and for all persons authorized by it, to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and through the Premises, and at all reasonable times to enter upon the Premises for the purpose of installation, maintenance or repair, and such entry will not be an interference with Tenant's possession under this Lease. Landlord reserves the right, when necessary by reason of accident or in order to make repairs, alterations or improvements relating to the Premises or to other portions of the building to cause temporary as reasonably necessary and to interrupt or suspend the supply of electricity, water and other services to the premises until the repairs, alterations or improvements have been completed so long as (i) Landlord provides Tenant with at least five (5) business days' prior written notice of the proposed closure, and (ii) the closure will not adversely affect Tenant's use of the Premises, access to the Premises, or reduce or otherwise adversely affect the parking of Tenant's vehicles. There will be no abatement in rent because of such obstruction, interruption or suspension provided that the repairs, alterations or improvements are made expeditiously as is reasonably possible. The Parties understand that the amount of responsibility placed on the Tenant for repairs and maintenance is consistent with shifting liability onto the Tenant pursuant the provisions of the STATE Premises Liability Act and interpretation thereof under STATE law. Specifically, Tenant understands that the amount of responsibility placed upon it for repairs and maintenance may give rise to third party liability. In the event of claims made for third party injuries occurring on the premises, Tenant agrees to indemnify and hold harmless Landlord against those claims.

20. Entry on premises by Landlord. Landlord reserves the right to enter on the Premises at reasonable times upon prior written notice to Tenant to inspect them, perform required maintenance and repairs, or make additions, alterations, or modifications to any part of the building in which the premises are located, and Tenant shall permit Landlord to do so. Landlord may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions, or repairs, all without incurring liability to Tenant for disturbance of quiet enjoyment of the Premises, or loss of occupation thereof.

21. Maintenance and Repairs. Tenant acknowledges that the Premises are in good order and repair. Tenant shall, at its own expense and at all times, maintain the Premises in a good and safe condition, and shall surrender the same, at termination of the Lease Term, in as good condition as received, and in broom clean condition, ordinary wear and tear excepted. Tenant shall not commit any waste upon the Premises, or any nuisance or act, which disturbs the quiet enjoyment of surrounding tenants and neighbors.
22. Landlord Insurance. Landlord shall maintain property, fire and liability insurance for the Premises.
23. Tenant Insurance. Tenant shall maintain comprehensive general liability insurance for Tenant's business operations at the Premises, in minimum amounts of five hundred thousand dollars (\$500,000) per occurrence and in the aggregate.
24. Destruction of Premises. In the event of a destruction of the Premises during the term of this Agreement, from any cause, either Party may immediately terminate this Lease by written notice.
25. Insolvency. In the event that either Party files for bankruptcy protection, or is placed in bankruptcy, or a receiver is appointed to take over the business of either Party, such event shall constitute a breach of this Agreement by said Party, and the other Party may immediately terminate this Lease by written notice.
26. Sale by Landlord. In the event of any sale, transfer or lease by the Landlord of the building or any interest therein or portion thereof containing the Premises or assignment by the Landlord of this Lease or any interest of the Landlord therein to the extent that the purchaser, transferee, Tenant or assignee assumes the covenants and obligations of the Landlord under this Lease, the Landlord will without further written agreement be freed and relieved of liability under such covenants and obligations. This Lease may be assigned by the Landlord to any mortgagee or encumbrancer of the building as security. The Tenant acknowledges that the Landlord or its agent will have the right to enter the Premises at all reasonable times with prior notice to Tenant to show them to prospective purchasers, encumbrancers, Tenants or assignees.
27. Right To Show Premises. Tenant acknowledges that Landlord or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrancers, Tenants or assignees, and may also during the ninety days preceding the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice Tenant will permit to remain on them.
28. Breach. The appointment of a receiver to take possession of the assets of Tenant, a general assignment for the benefit of the creditors of Tenant, any action taken or allowed

to be taken by Tenant under any bankruptcy act, or the failure of Tenant to comply with each and every term and condition of this Lease shall constitute a breach of this Lease. Tenant shall have 15 days after receipt of written notice from Landlord of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the 15-day period, Tenant shall have a reasonable time to correct the default if action is commenced by Tenant within 30 days after receipt of the notice.

29. Remedies of Landlord for Breach by Tenant. Landlord shall have the following remedies in addition to its other rights and remedies in the event Tenant breaches this Lease and fails to make corrections in the time permitted under this Lease, Landlord may re-enter and:

- a. After re-entering, Landlord may relet the Premises or any part thereof for any term without terminating the Lease, at such reasonable rent and on such reasonable terms. Landlord may make alterations and repairs to the Premises. The duties and liabilities of the parties of the premises are relet as provided herein shall be as follows:
- b. In addition to Tenant's liability to Landlord for breach of the Lease, Tenant shall be liable for all expenses of the reletting, for the repairs made, and for the difference between the rent received by Landlord under the new Lease and the rent installments that are due for the same period under this Lease.
- c. Landlord at its option shall have the right to apply the rent received from reletting the premises (1) to reduce Tenant's indebtedness to Landlord under Lease, not including indebtedness for rent, (2) to expenses of the reletting and repairs made, (3) to rent due under this Lease, or (4) to payment of future rent under this Lease as it becomes due.
- d. If Tenant is in default in the payment of any money, whether hereby expressly reserved or deemed as rent, in particular the payment of Additional Rent as that term is defined in Paragraph 1 of this Lease, or any part thereof, and such default continues following any specific due date on which Tenant is to make such payment, this Lease may be terminated after the expiration and continued nonpayment of all amounts thereon demanded by Tenant of a 3 day demand and the term will then immediately become forfeited and void, and Landlord may without further notice or any form of legal process whatever forthwith reenter the Premises or any part thereof and in the name of the whole repossess and enjoy the same as of its former state anything contained herein or in any statute or law to the contrary notwithstanding.
- e. Unless otherwise provided for in this Lease, if Tenant does not observe, perform and keep each and every of the nonmonetary covenants, agreements, stipulations,

obligations, conditions and other provisions of this Lease to be observed, performed and kept by Tenant and persists in such default, after 10 days following written notice from Landlord requiring that Tenant remedy, correct or comply or, in the case of such default which would reasonably require more than 10 days to rectify, unless Tenant will commence rectification within the said 10 days notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such defaults then, at the option of Landlord, this Lease may be terminated upon 3 day notice and the term will then immediately become forfeited and void, and Landlord may without further notice or any form of legal process whatever forthwith reenter the premises or any part thereof and in the name of the whole repossess and enjoy the same as of its former state anything contained herein or in any statute or law to the contrary notwithstanding.

- f. If and whenever: Tenant's leasehold interest hereunder, or any goods, chattels or equipment of Tenant located in the Premises will be taken or seized in execution or attachment, or if any writ of execution will issue against Tenant or Tenant will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of Tenant; or Tenant fails to commence, diligently pursue and complete Tenant's work to be performed pursuant to any agreement to lease pertaining to the premises or vacate or abandon the premises, or fail or cease to operate or otherwise cease to conduct business from the premises, or use or permit or suffer the use of the premises for any purpose other than as permitted herein, or make a bulk sale of all of its goods and assets which has not been consented to by Landlord, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the premises other than in the routine course of its business; or then, and in each such case, at the option of Landlord, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and Landlord may without notice or any form of legal process whatever forthwith reenter the premises or any part thereof and in the name of the whole repossess and enjoy the same as of its former state anything contained herein or in any statute or law to the contrary notwithstanding.
- g. In the event that Landlord has terminated the Lease pursuant to this section, on the expiration of the time fixed in the notice, if any, this Lease and the right, title, and interest of Tenant under this Lease will terminate in the same manner and with the same force and effect, except as to Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the Lease.
- h. All of the remedies available to Landlord under this Lease are in addition to all

remedies available under STATE law.

30. Partial Destruction of Premises. Partial destruction of the Premises shall not render this Lease void or voidable, nor terminate it except as herein provided. If the Premises are partially destroyed during the term of this Lease, Landlord shall repair them when such repairs can be made in conformity with governmental laws and regulations, within 30 days of the partial destruction. Written notice of the intention of Landlord to repair shall be given to Tenant within 10 days after any partial destruction. Rent will be reduced proportionately to the extent to which the repair operations interfere with the business conducted on the premises by Tenant. If the repairs cannot be made within the time specified above, Landlord shall have the option to make them within a reasonable time and continue this Lease in effect with proportional rent rebate to Tenant as provided for herein. If the repairs cannot be made in 30 days, and if Landlord does not elect to make them within a reasonable time, either party shall have the option to terminate this Lease.
31. Business Sale Signs. Tenant shall not conduct "Quitting Business", "Lost Our Lease", "Bankruptcy", or other sales of that nature on the Premises without the written consent of Landlord.
32. Interest. In the event any payment required hereunder is not made when due, such payment shall bear interest at the rate of eighteen percent (18%) per annum.
33. Quiet Enjoyment. Tenant, in consideration of paying rent and keeping all covenants of this Agreement on its part, shall have and enjoy the Premises and the improvements during the Lease term without hindrance or interference by anyone.
34. Nonliability of Landlord for Damages. Landlord shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the Premises by Tenant, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the leased Premises during the term of this Lease or any extension thereof. Tenant shall indemnify Landlord from all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.
35. Insurance.
 - a. Payment for Insurance. Tenant shall have no obligation to pay any costs related to insurance maintained by Landlord pursuant to this Lease.
 - b. Liability Insurance.
 - (a) Carried by Tenant. Tenant shall obtain and keep in force a Commercial General Liability Policy protecting Tenant and Landlord against claims for bodily injury, personal injury and property damage based upon or

arising out of the use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be written on an occurrence basis in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an “insured contracts” for the performance of Tenant’s indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Tenant nor relieve Tenant of any obligation hereunder. All insurance carried by Tenant shall be primary to and not contributory with any similar insurance carried by Landlord, whose insurance shall be considered excess insurance only. Landlord shall be named as an additional insured under such liability policies.

- (b) Carried by Landlord. Landlord shall maintain liability insurance in addition to, and not in lieu of, the insurance required to be maintained by Tenant. Tenant shall not be named as an additional insured therein.

c. Property Insurance – Building, Improvements and Rental Value.

- (a) Building and Improvements. Landlord shall obtain and keep in force a policy or policies in the name of Landlord, with loss payable to Landlord, any ground Landlord, and to any Lender(s) insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lenders. Tenant Owned Alterations and Utility Installations, Trade Fixtures, and Tenant’s personal property shall be insured by Tenant rather than by Landlord. Such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake, unless insurance for such perils is available on a commercially reasonable basis and is required by a Lender), including coverage for debris removal and the enforcement of any Applicable Laws requiring the upgrading, demolition, reconstruction or replacement of any portion of the

Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed Fifty Thousand Dollars (\$50,000.00) per occurrence, and Landlord shall be liable for such deductible amount in the event of an Insured Loss.

- (b) Rental Value. Landlord shall obtain and keep in force a policy or policies in the name of Landlord with loss payable to Landlord and any Lender, insuring the loss of the full Rent for one (1) year. Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Tenant, for the next twelve (12) month period.

d. Tenant's Property Insurance.

- (a) Property Damage. Tenant shall obtain and maintain insurance coverage on all of Tenant's personal property, Trade Fixtures, and Tenant Owned Alterations and/or Utility Installations. Such insurance shall be full replacement cost coverage. Upon Landlord's written request therefor, Tenant shall provide Landlord with written evidence that such insurance is in force.

- e. Insurance Policies. Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least B+, X, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Tenant shall not do or permit to be done anything which invalidates the required insurance policies. Tenant shall, prior to the Commencement Date, or Tenant's early access to the Premises, deliver to Landlord certificates evidencing the existence and amounts of the insurance required to be maintained by Tenant hereunder. No such policy shall be

cancelable except after ten (10) days' prior written notice to Landlord. Tenant shall furnish Landlord with certificates as evidence of renewals and shall continue to provide such certificates during the Term of this Lease upon the written request of Landlord therefor. Such policies shall be for a term of at least one (1) year, or the length of the remaining Term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

- f. Waiver of Subrogation. Without affecting any other rights or remedies, Tenant and Landlord each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried, or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance is not invalidated thereby.

- g. Tenant's Indemnity. Tenant will protect, indemnify and save Landlord, its partners, shareholders, members, managers, employees, officers, directors, agents and their respective successors and assigns harmless (if Landlord is a trustee, the term "Landlord" for the purposes of this Article shall include the trustee and all beneficiaries of the trust) from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by or assessed against Landlord by reason of (A) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways, or resulting from an act or omission of Tenant or anyone claiming by, through or under Tenant; (B) any failure on the part of Tenant to perform or comply with any of the terms of this Lease or any agreements affecting the Premises; (C) the use, occupation, condition, or operation of the Premises or any part thereof; or (D) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof in case any action, suit or proceeding is brought against Landlord by reason of any such occurrence. Tenant will, at Tenant's sole expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended.

- h. Waiver of Claims. Tenant waives all claims it may have against Landlord and Landlord's agents for damage or injury to person or property sustained by Tenant or any persons claiming through Tenant or by any occupant of the Premises, or by any other person, resulting from any part of the Premises becoming out of repair, or resulting from any accident on or about the premises or resulting directly or

indirectly from any act or neglect of any person, including Landlord to the extent permitted by law. This Section shall include, but not by way of limitation, damage caused by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors, or noise, or caused by bursting or leaking pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or neglect of Tenant or of any other person, including Landlord to the extent permitted by law, and whether such damage be caused or result from anything or circumstance above mentioned or referred to, or to any other thing or circumstance whether of a like nature or of a wholly different nature. All Tenant's equipment and other personal property belonging to Tenant or any occupant of the Premises that is in or on any part of the Premises shall be there at the risk of Tenant or of such other person only, and Landlord shall not be liable for any damage thereto or for the theft or misappropriation thereof.

- i. Indemnity for Litigation. Tenant agrees to pay, and to indemnify and defend Landlord against, all costs and expenses (including reasonable attorney's fees) incurred by or imposed upon Landlord by or in connection with any claim to which Landlord becomes or is made a party without willful misconduct on its part, whether commenced by or against Tenant, or any other person or entity or that may be incurred by Landlord in enforcing any of the covenants and agreements of this Lease with or without the institution of any action or proceeding relating to the Premises or this Lease, or in obtaining possession of the Premises after an Event of Default hereunder or upon expiration or earlier termination of this Lease. The foregoing notwithstanding, Tenant's responsibility under this Section to pay Landlord's costs and expenses (including reasonable attorney's fees) shall not extend to such costs and expenses incurred in defending an action brought by Tenant to enforce the terms of this Lease in which there is a court determination that Landlord failed to perform its obligations under this Lease. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

- j. Landlord's Liability. Notwithstanding anything to the contrary herein contained, there shall be absolutely no personal Liability asserted or enforceable against Landlord or on any persons, firms or entities who constitute Landlord with respect to any of the terms, covenants, conditions and provisions of this Lease, and Tenant shall look solely to the specific interest of Landlord as an entity, its successors and assigns in the Premises for the satisfaction of each and every remedy of Tenant in the event of default by Landlord hereunder; such exculpation of personal liability is absolute and without any exception whatsoever.

- k. Hazardous Substances.
 - (a) Restrictions on Use. For purposes of this Lease, the

term “Hazardous Substance” means any flammable substance, explosives, radioactive materials, hazardous or toxic substances, materials or waste which are defined as or included within the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials” or “toxic substances” which, as of the Commencement Date or at any time thereafter, are regulated under any Applicable Laws, including, without limitation, petroleum-based products, lead-based products, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical substances, asbestos, asbestos-containing materials, polychlorinated biphenyls and similar compounds. Tenant shall not cause or permit any Hazardous Substances to be generated, produced, used, stored, treated or disposed of in or about the Premises by Tenant in violation of any Applicable Laws. Notwithstanding the foregoing, it is understood and agreed that Tenant may use any ordinary and customary materials reasonably required to be used, or appropriate for use, in the normal course of the Permitted Use, so long as such use is in compliance with all Applicable Laws, and does not expose the Premises or any neighboring property to any meaningful risk of contamination or damage.

- (b) Duty to inform Landlord. If Tenant becomes aware that a Hazardous Substance has been released in, on, under or about the Premises by Tenant or anyone acting by or through Tenant in violation of any Applicable Laws, Tenant shall promptly give written notice of such fact to Landlord, and provide Landlord with a copy of any report, notice, claim or other documentation which is in Tenant’s possession concerning the presence of such Hazardous Substance.
- (c) Tenant Remediation. If Tenant shall cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises in violation of any Applicable Laws (including through the plumbing or sanitary sewer system), then Tenant shall promptly, at Tenant’s expense, take all investigatory and/or remedial action reasonably recommended, whether or not

formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused by Tenant, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term, by or for Tenant. Tenant's obligation to remediate any such contamination shall be deemed conclusively to have been satisfied once the contamination has been reduced below applicable regulatory action levels.

- (d) Landlord Indemnification. Landlord and its successors and assigns shall indemnify, defend, reimburse and hold Tenant, its employees, agents, representatives, lenders and Sublessees, harmless from and against any and all claims, damages (including, without limitation, costs of remediation), liabilities, judgments, penalties, fines, expenses, and reasonable attorneys' and consultants' fees arising out of or involving any Hazardous Substances which (i) existed on, in or under the Project, or any portion thereof, prior to Tenant's occupancy of the Premises, (ii) are spilled or released upon any portion of the Project by any person other than Tenant or Tenant's agents, employees, representatives, contractors, Sublessees or invitees, or (iii) are caused by the negligence or willful misconduct of Landlord, or its agents, employees, contractors or invitees. Landlord's obligations hereunder shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or earlier termination of this Lease.
- (e) Investigation and Remediations. Landlord shall retain the sole responsibility, and shall pay for, any monitoring, investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Project prior to Tenant's occupancy of the Premises. Tenant shall cooperate reasonably in any such activities at the request of Landlord (but at no cost to Tenant), including allowing Landlord and Landlord's agents to have reasonable access to the Premises at reasonable times in order to carry out Landlord's

monitoring, investigative and remedial responsibilities. Prior to the execution and delivery of this Lease, Landlord has disclosed to Tenant in writing the existence and location of any groundwater monitoring wells, methane gas monitoring systems, vapor extraction systems, or similar monitoring or remediation equipment installed at the Premises. Landlord agrees to provide Tenant with copies of any environmental reports performed by Landlord or in Landlord's possession, custody or control with respect to the Premises.

- (f) Termination Option. In the event that during the Term any Hazardous Substances shall be released or spilled in, on, under or about the Premises (and the release or spill is not the result of any act or omission by Tenant), and as a result thereof, Tenant reasonably concludes that the continued occupancy of the Premises could expose Tenant's employees, Sublessees or invitees to any significant health risk, or could expose Tenant to any clean-up or other remediation obligation, Tenant shall have the right to terminate this Lease upon the delivery of a written notice of termination to Landlord.

36. No Recordation. This Agreement shall not be recorded.

37. Condemnation. Eminent domain proceedings resulting in the condemnation of all or a part of the Premises leased herein will terminate this Lease. Tenant hereby assigns and transfers to Landlord any claim he may have to compensation for damages as a result of any condemnation.

38. Holding Over. Unless prior to the expiration of the Term, Landlord has executed a lease with a new Tenant for the Premises and has provided written notice of such lease to Tenant, Tenant has the right to holdover for up to three (3) consecutive one (1) month periods following the expiration of this Lease on the same terms and conditions as provided for herein. In the event that Tenant holds over beyond such three (3) consecutive one (1) month periods, then the Base Rent shall be increased to one hundred twenty-five percent (125%) of the Base Rent applicable during the month immediately preceding the expiration or termination.

39. Due Authorization. Each representative signing this Agreement hereby individually represents, warrants and covenants to the other Party that (i) it has the power and authority to enter into this Agreement and to fully perform all of the obligations contained

herein, and (ii) the execution and delivery hereof does not and will not violate any other agreement or commitment by which either is bound.

40. Waiver. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by both Parties. No waiver by any Party of any breach of, or of compliance with, any condition or provision of this Agreement by the other Party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

41. Amendment of Lease. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

42. Landlord may perform. If Tenant fails to observe, perform or cause any of the provisions of this Lease to be observed, performed or kept by it and such failure is not rectified within the time limits specified in this Lease, Landlord may, but will not be obliged to, at its discretion and without prejudice, rectify the default of Tenant. Landlord will have the right to enter the Premises for the purpose of correcting or remedying any default of Tenant and to remain until the default has been corrected or remedied. However, any expenditure by Landlord incurred in any correction of a default of Tenant will not be deemed to waive or release Tenant's default or Landlord's right to take any action as may be otherwise permissible under this Lease in the case of any default.

43. Notice. If the parties wish to contact or notify each other concerning the subject matter herein, they shall deliver written notice, via U.S. Mail, certified, return receipt requested, with a copy via E-mail, as follows:

If to Landlord:

LANDLORD INFORMATION

And with a concurrent copy to:

LANDLORD INFORMATION

If to Tenant:

TENANT INFORMATION

44. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement and supersedes or replaces all written and oral agreements previously made or existing.

45. Governing Law, Venue and Attorney Fees. The validity, interpretation, construction and

performance of this Agreement shall be governed by the laws of the State of STATE. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, venue shall be in County, STATE, and the prevailing Party shall be awarded reasonable attorneys' fees, expert witness fees and costs, in addition to any other relief to which the Party may be entitled.

46. Severability. If any provision or provisions of this Agreement shall be found invalid or unenforceable, this shall not affect the validity of the remaining provisions of this Agreement, and the remaining provisions shall remain in full force and effect.
47. Assignment, Binding Effect. Tenant shall not assign this Lease without the prior, express written approval of Landlord. This Agreement shall be binding upon and shall inure to the benefit of any heirs or successors of the Parties.
48. Jury Trial Waiver. Landlord and Tenant hereby waive to the maximum extent permitted by Applicable Laws trial by jury in any action, proceeding or counterclaim brought by Landlord or Tenant against the other with respect to any matter arising out of or in connection with this Lease, Tenant's use and occupancy of the Premises or the relationship of Landlord and Tenant.
49. Waiver of Consequential Damages. Anything to the contrary in the Lease notwithstanding, Landlord hereby waives any consequential damages, compensation or claims for inconvenience of loss of business, rents or profits as a result of any injury or damage, whether or not caused by the willful or wrongful act of Tenant or its representatives, agents or employees.
50. General Provisions

- a. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
- b. All sums payable by Tenant to Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by Landlord as rental arrears.
- c. Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by Tenant's financial institution.
- d. All exhibits to this Lease are incorporated into and form an integral part of this Lease.
- e. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- f. This Agreement may be executed in counterparts.
- g. Time will be of the essence of this Agreement.
- h. This Lease will constitute the entire agreement between Landlord and Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease. In particular, no warranties of Landlord not expressed in this Lease are to be implied.
- i. Late fees shall be 10% of the base rent charged on the 6th day of each month if rent has not been received. Payments shall be applied to late fees first, then to rent.

LANDLORD

By: _____
NAME

Dated:

By: _____
NAME

Dated:

TENANT

By: _____
NAME

Dated: