

COMMERCIAL LEASE

THIS LEASE is effective on the Date of Lease stated in Section 1 between Landlord and Tenant named in Section 1. In consideration of the Rent payable by Tenant and of the agreements to be performed and observed by Tenant, Landlord hereby leases the Premises to Tenant, and Tenant hereby takes the Premises from Landlord, subject to the provisions and for the term stated below:

1. Reference Data and Definitions

1.1 Terms and Titles Referred To

Each reference in this Lease to any of the following terms and titles incorporates the data stated for that term or title in this Section 1.1:

DATE OF LEASE: Agreement Date

LANDLORD:

LANDLORD'S ADDRESS: Landlord address

TENANT:

TENANT'S ADDRESS: Tenant address text

TERM COMMENCEMENT DATE: Lease start date

STATED EXPIRATION DATE: Lease end date

PERMITTED USE: Permitted Use Text

LAND: The land located at Premises street address, Premises city, Premises state 2 Letter Premises zip.

BUILDING: The building located on the Land.

PREMISES: Entire Building Yes/No, as shown on the lease plan attached hereto as Exhibit A.

RENTABLE AREA OF THE PREMISES: Premises area square feet

LEASE TERM: The term beginning on the Term Commencement Date and ending on the Stated Expiration Date.

1.2 General Provisions

For all purposes of this Lease, unless the context otherwise requires:

1.2.1 Each definition stated in Section 1.1 or 1.3 of this Lease applies equally to the singular and the plural forms of the word or term defined.

- 1.2.2 Any reference to a document defined in Section 1.3 of this Lease is to the document as originally executed, or, if amended or supplemented as provided in this Lease, to the document as amended or supplemented and in effect at the relevant time of reference.
- 1.2.3 All accounting terms not otherwise defined in this Lease have the meanings assigned to them under generally accepted accounting principles.
- 1.2.4 All references in Section 1.1 are subject to the specific definitions (if any) in Section 1.3.

1.3 Definitions

Each underlined word or term in this Section 1.3 has the meaning stated immediately after it.

Additional Rent. All costs, expenses and other charges (other than Base Rent) due from Tenant to Landlord, including any costs, expenses and other charges incurred by Landlord as the result of a Default.

Additional Services. Any services provided to Tenant or to the Premises by Landlord which Landlord is not required to provide as part of this Lease.

Authorizations. All franchises, licenses, permits and other governmental consents issued by Governmental Authorities under Legal Requirements which are or may be required for the occupancy of the Premises and the conduct of the Permitted Use on the Premises.

Base Rent. As defined in Section 1.1.

Building. The building located on the Land.

Business Day. A day which is not a Saturday, Sunday or other day on which banks in **Premises state** are authorized or required by law or executive order to remain closed.

Common Areas. All areas of the Building and the Land, if any, devoted to the common use of the occupants of the Building, including, but not limited to air shafts, pipes, wires, ducts, conduits, elevator shafts and elevators, stairwells and stairs, restrooms, mechanical rooms, janitor closets, vending areas, loading docks and loading facilities, common walkways, driveways and parking areas.

Default. Any event or condition specified in Section 19 so long as any applicable requirements for the giving of notice or lapse of time have not been fulfilled.

Extension Term. Any of the terms beyond the initial unextended Lease Term that Tenant may elect to extend in accordance with Section .

Event of Default. Any event or condition specified in Section 19 if all applicable requirements for the giving of notice or lapse of time have been fulfilled.

Governmental Authority. United States of America, **State/Commonwealth, City or Town of Premises city**, and any political subdivision, agency, department, commission, board, bureau or instrumentality of any of them.

Hazardous Substances. "Oil", "hazardous materials", "hazardous wastes" and "hazardous substances" as those terms are defined under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., as amended, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq., as amended, and applicable **State/Commonwealth** laws, as amended, and the regulations from time to time adopted under those laws.

Improvements. All (i) structures located in and forming a part of the Premises, including but not limited to, walls, ceilings, doors and floor covering, (ii) pipes, wires, conduits, controls and fixtures relating to utilities located in and serving the Premises, (iii) casework, including but not limited to, benches, tables, cabinets and storage facilities, connected to a utility or affixed to the Premises, (iv) fixtures, equipment and personal property of any kind installed on the Premises in such a manner that they become part of the Premises under law or that they cannot be removed without material damage to the structure, fixtures, equipment or personal property or to the Premises, (v) signage on the Land and the Building, and (vi) any alterations of any kind or nature made by Tenant.

Insurance Requirements. All terms of any policy of insurance maintained by Landlord or Tenant and applicable to the Land, the Building or the Premises; all requirements of the issuer of any such policy; and all orders, rules, regulations and other requirements of the National Fire Protection Association (or any other body exercising similar functions) applicable to any condition, operation, use or occupancy of all or any part of the Premises.

Landlord's Fixtures. All fixtures and equipment paid for by Landlord and installed in the Building, the Land or the Premises for use by Tenant, whether before or during the Lease Term, irrespective of whether or how the fixtures or equipment may be affixed to the Building, the Land or the Premises.

Lease. This document, all exhibits and riders attached and referred to in this document and all amendments to this document, the exhibits and riders.

Lease Term. The period stated in Section 1.1 beginning on the Term Commencement Date. The Lease Term includes the period of any extension exercised by Tenant as provided in this Lease.

Lease Termination Date. The earliest to occur of (a) the Stated Expiration Date, (b) the termination of this Lease by Landlord as the result of an Event of Default, or (c) the termination of this Lease under Section 16 (Damage and Restoration) or Section 17 (Eminent Domain).

Lease Year. Each twelve consecutive calendar month period ending on the day before an anniversary of the Term Commencement Date (or on the day before the first day of the next succeeding calendar month if the Term Commencement Date occurs other than on the first

day of a month); provided that the last Lease Year will end on the Lease Termination Date unless the Lease Term is extended as provided herein.

Legal Requirements. (a) All statutes, codes, ordinances (and rules and regulations thereunder) and all executive, judicial and administrative orders, judgments, decrees and injunctions of or by any Governmental Authority which are applicable to any condition or use of the Premises, Building or Land, and (b) the provisions of all Authorizations.

Occupancy Arrangement. With respect to all or any part of the Premises or this Lease, and whether (a) written or unwritten or (b) for all or any portion of the Lease Term, an assignment, a sublease, a tenancy at will, a tenancy at sufferance or any other arrangement (including but not limited to a license or concession) under which a Person occupies the Premises for any purpose.

Permitted Exceptions. Any liens or encumbrances on the Premises of the following character:

- Present and future zoning laws, ordinances, resolutions and regulations;
- The lien of any Taxes assessed but not yet due and payable;
- Mortgages of record;
- The rights of Landlord and other Persons to whom Landlord has granted rights to use the Common Areas in common with Tenant, if any; and
- All declarations, covenants, conditions, restrictions, reservations, rights, rights-of-way, easements and other matters of record or apparent affecting the Land or the use of the Land now or in the future in force and applicable.

Person. An individual, a corporation, a company, a voluntary association, a partnership, a trust, an unincorporated organization or a Governmental Authority.

Premises. The space referred to in Section 1.1 located in the Building and shown on the lease plan attached hereto as **Exhibit A**.

Price Index. The Consumer Price Index for all Urban Consumers, All Items, as published by the Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor substitute index designated by Landlord appropriately adjusted in effect on the Term Commencement Date.

Rent. Base Rent and all Additional Rent.

Rentable Area of the Premises. The number of square feet stated in Section 1.1.

Stated Expiration Date. The later to occur of (i) the date as stated in Section 1.1, or (ii) the last day of the final Lease Year of the Lease Term.

Taking. The taking or condemnation of title to all or any part of the Land or Building or of possession or use of the Land, the Building or the Premises by a Governmental Authority for any public use or purpose, or any proceeding or negotiations which might result in such a taking, or any sale or lease in lieu of such a taking.

Term Commencement Date. As defined in Section 1.1.

Total Taking. (i) a Taking of: (a) the fee interest in all or substantially all of the Land or the Building or (b) such title to or easement in, over, under or such rights to occupy and use any part of the Land or the Building to the exclusion of Landlord as, in the good faith judgment of Landlord, unreasonably restricts access to the Building by vehicle or renders the portion of the Building remaining after such Taking (even if restoration were made) unsuitable or uneconomical for the continued use and occupancy of the Building for the Permitted Use or (ii) a Taking of all or substantially all of the Premises or such title to or easement in, on or over the Premises to the exclusion of Tenant which in the good faith judgment of Landlord prohibits access to the Premises or the exercise, to any material extent, by Tenant of its rights under this Lease.

Unavoidable Delays. Acts of God, strikes, lock outs, labor troubles, inability to procure materials, failure of power, riots and insurrection, acts of the public enemy, wars, earthquakes, hurricanes and other natural disasters, fires, explosions, any act, failure to act or default of the other party to this Lease or any other reason (except lack of money) beyond the control of any party to this Lease.

2. Premises

2.1 Premises

Landlord hereby leases the Premises to Tenant, and Tenant hereby takes the Premises from Landlord, subject to the provisions of this Lease and the Permitted Exceptions. Landlord reserves the right to (i) relocate within or without the Premises pipes, ducts, vents, flues, conduits, wires and appurtenant fixtures which service other parts of the Building or the Land, (ii) erect and maintain a sign on the Building and/or Land for other occupants of the Building of a size and type acceptable to Landlord in Landlord's sole and absolute discretion, and (iii) to pass and repass on foot and with vehicles over and through the Premises in order to access those portions of the Land and the Building in Landlord's control.

2.2 Appurtenances

Tenant may use the Common Areas and the Land as appurtenant to the Premises for the purposes for which they were designed. Tenant, its employees and business invitees have the non-exclusive right to use the parking areas on the Land in common with Landlord and other Persons to whom Landlord has granted rights to use said parking areas in common with Tenant, if any. Landlord, at Landlord's option, may designate parking areas for another tenant's exclusive use. Any parking areas designated by Landlord for a tenant's exclusive use shall comply with Legal Requirements.

2.3 Landlord's Fixtures

Tenant may use the Landlord's Fixtures during the Lease Term. Landlord's Fixtures remain the property of Landlord and may not be removed by Tenant whether or not they are affixed to the Building.

3. Term

3.1 Term Commencement

The Lease Term shall commence on the Term Commencement Date.

3.2 Termination

The Lease Term will end on the Lease Termination Date.

4. Rent

4.1 Base Rent

The Base Rent for the initial Lease Term will be as stated in Section 1.1. Tenant agrees to pay Landlord the Base Rent as annual rent for the Premises for each Lease Year, without offset or deduction and without previous demand, in equal monthly installments in advance on the first day of each calendar month during the Lease Term. Tenant agrees to pay the first installment of Base Rent upon execution of this Lease.

5. Use of Premises

The Premises may be used for the Permitted Use and for no other purpose. No Improvements, alterations or additions may be made in or to the Premises except as provided in this Lease.

6. Improvements

6.1 Improvements by Tenant

Tenant agrees not to hang shades, curtains, signs, awnings or other materials in any window, attach any materials to or make any change in the appearance of any glass visible from outside of the Premises, add any window treatment of any kind or make Improvements or install furniture visible from outside of the Premises, without Landlord's prior written consent. Tenant agrees not to make any Improvements during the Lease Term unless Landlord first approves the plans and specifications for the Improvements and the contractors performing the work. Tenant agrees that if it makes Improvements that increase insurance or Taxes, Tenant shall pay said increase in insurance or Taxes. All Improvements will become part of the Premises and property of Landlord upon their completion or installation. Notwithstanding any provision of this Lease to the contrary, Landlord may require that all Improvements made by Tenant be removed from the Land, Building and/or Premises on the Lease Termination Date. The construction of Improvements by Tenant and the installation of Tenant's furniture, furnishings and equipment will be coordinated with any work being performed by Landlord and will be performed in such manner as to maintain harmonious labor relations and not to damage the Building or the Premises or interfere with Building operation. Except for work done by or through Landlord before making any Improvements, Tenant will: secure all necessary Authorizations; deliver to Landlord a statement of the names of all its contractors and subcontractors and the estimated cost of all labor and material to be furnished by them; cause each contractor to carry (1) worker's compensation insurance in statutory amounts covering all the contractor's and subcontractor's employees, (2) comprehensive public liability insurance with such limits as

Landlord may reasonably require, but in no event less than \$5,000,000, and (3) property damage insurance with limits of not less than \$5,000,000 (all such insurance to be written by companies approved by Landlord and naming Landlord as an additional insured and naming Tenant as well as the contractors as the insured parties), and to deliver to Landlord certificates of all such insurance; and secure casualty insurance against loss or damage to the Improvements pending completion and deliver evidence of such insurance to Landlord. Tenant agrees to pay promptly when due the entire cost of any work done in the Premises by Tenant, its agents, employees, or independent contractors, and not to cause or permit any liens for labor or materials performed or furnished in connection with its work to attach to the Premises and immediately to discharge any such liens which may attach. All construction work done by Tenant, its agents, employees or independent contractors will be done in a good and workmanlike manner and in compliance with all Legal Requirements and Insurance Requirements. Landlord may inspect the work at any time and will promptly give notice to Tenant of any observed defects.

7. Utilities and Services

7.1 Utilities

7.2 Additional Services

Tenant agrees to pay Landlord a reasonable charge for any extra cleaning of the Premises required because of the carelessness or indifference of Tenant and for any Additional Services rendered at the request of Tenant. All charges for Additional Services will be payable within ten (10) days after the date on which they are billed.

7.3 Limitations on Landlord's Liability

Landlord will not be liable in damages nor in default under this Lease for any delay or intervention in the provision of utilities and no delay or intervention in the provision of utilities may be claimed or pleaded as an eviction or disturbance of Tenant's possession or give Tenant any right to terminate this Lease or give rise to any claim for set-off or abatement of Rent or excuse Tenant from the performance of any of its obligations under this Lease.

8. Tenant's Covenants

8.1 Pay Rent

Tenant agrees to pay when due and without notice, demand, offset or deduction all Rent and all charges for utility services rendered to the Premises not included in Rent and, as Additional Rent, all charges of Landlord for Additional Services.

8.2 Occupancy of the Premises

Tenant agrees to use the Premises for the Permitted Use only. Tenant will not (i) injure or deface the Premises, the Building or the Land, (ii) install any sign at the Premises without Landlord's prior written consent, (iii) permit in the Premises any inflammable fluids or chemicals not reasonably related to the Permitted Use, nor (iv) permit any nuisance or use of

the Premises which is improper, offensive, contrary to any Legal Requirement or Insurance Requirement or liable to render necessary any alteration or addition to the Building.

8.3 Rules and Regulations

Tenant agrees not to obstruct in any manner any portion of the land or the Building. Tenant agrees to comply with all reasonable rules and regulations of which Tenant has notice promulgated by Landlord regulating the details of the operation and use of the Premises, the Land or the Building.

8.4 Safety

Tenant agrees to keep the Premises equipped with all safety appliances required by Legal Requirements or Insurance Requirements applicable to Tenant specifically because of any use made by Tenant. Tenant agrees to procure all Authorizations required because of Tenant's use of the Premises and to do any work required under any Authorization because of such use, it being understood that the provisions of this Section may not be construed to broaden in any way the Permitted Use.

8.5 Equipment

Tenant agrees not to place a load upon the floor of the Premises exceeding the live load for which the floor has been designed. Tenant agrees not to move any safe or other heavy equipment into, about or out of the Premises except in the manner and at the time authorized by Landlord in each instance. Tenant agrees to isolate and maintain all of Tenant's equipment which causes or may cause airborne or structure-borne vibration or noise, whether or not it may be transmitted to any other part of the Building, so as to eliminate such vibration or noise.

8.6 Pay Taxes

Tenant agrees to pay promptly when due all taxes upon personal property (including, without limitation, fixtures and equipment) in the Premises irrespective of the Person to whom the taxes may be assessed.

8.7 Maintenance

Tenant agrees, at all times during the Lease Term, and at its own expense, (i) to maintain the Premises in good repair and condition except for (a) ordinary wear and tear, (b) damage by fire or casualty, and (c) damage caused by a Taking, (ii) to use all reasonable precautions to prevent waste, damage or injury to the Premises or any other part of the Building or the Land, and (iii) to repair all damage to any part of the Premises caused by Tenant or any of Tenant's agents, employees or invitees. Notwithstanding the foregoing, Landlord agrees, at all times during the Lease Term, that Landlord shall keep in good order, safe condition and repair all structural portions of the Building of which the Premises are a part, including the roof, the foundation, all structural walls, columns, floor slab, exterior facings, conduits and pipes, unless such repairs are due to the fault or negligence of Tenant or its servants, agents, employees, licensees or invitees.

8.8 Redelivery

On the Lease Termination Date, Tenant agrees to leave the Premises and surrender possession to Landlord free of (i) all tenants or occupants claiming through or under Tenant, and (ii) all liens encumbrances, restrictions or reservations caused or consented to by Tenant. Tenant agrees, subject to the provisions of Sections 16 and 17, to surrender the Premises, including all Landlord's Fixtures and all Improvements except those which Tenant is required to remove as provided in Section 6, to Landlord broom clean and in good condition and repair (ordinary wear and tear and damage by fire or other casualty only excepted) with all damage resulting from removal of (i) Tenant's furniture, furnishings and equipment, and (ii) any Improvements which Tenant is required to remove as provided in Section 6, repaired at Tenant's expense to Landlord's reasonable satisfaction.

9. Compliance with Requirements

9.1 Legal Requirements

Tenant agrees, at its expense, promptly to observe and comply with all Legal Requirements relating to it specifically or its use of the Premises. Tenant agrees to pay all costs, liabilities, losses, damages, fines, penalties, claims and demands, that may arise out of or be imposed because of the failure of Tenant to comply with the covenants of this Section 9.

9.2 Contests

Tenant has the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant or Landlord (if legally required) or both (if legally required), without expense or liability to Landlord, the validity or application of any Legal Requirement. If compliance with the terms of any Legal Requirement may legally be delayed at no cost to Landlord pending the prosecution of any such proceeding, Tenant may delay compliance until the final determination of the proceeding.

9.3 Environmental Legal Requirements

Except to the extent permitted under applicable Legal Requirements, Tenant agrees not to cause or permit any Hazardous Substances to be released on the Land or in the Building or the Premises or into the air, or to be introduced into the sewage or other waste disposal system serving the Premises. Tenant agrees to generate, store or dispose of Hazardous Substances in the Premises or dispose of Hazardous Substances from the Premises to any other location only in compliance with all applicable Legal Requirements and to notify Landlord of any incident which would require the filing of a notice under any Legal Requirement. Tenant agrees to provide Landlord with such information required by Governmental Authorities as Landlord may reasonably request from time to time with respect to compliance with this Section.

10. Covenant Against Liens

10.1 No Liens

Tenant agrees not to create any lien on the Premises, the Building or the Land and to discharge any lien on the Premises, the Building or the Land arising out of any act or

omission by Tenant, including but not limited to any tax, mechanic's, laborer's or materialman's lien or lien arising under **Premises state** laws.

10.2 Discharge

If any lien is filed against the Premises, the Building or the Land as a result of any act or omission by Tenant, Tenant agrees to cause the lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, within sixty (60) days after Tenant has actual or constructive notice that it is filed. If Tenant fails to cause the lien to be discharged, then, in addition to any remedies available to Landlord in case of an Event of Default, Landlord may, but is not obligated to, discharge the lien either by paying the amount claimed to be due or by procuring the discharge of the lien by deposit or by bonding proceedings. Any amount paid by Landlord and all costs incurred by Landlord in connection with the removal of any lien will constitute Additional Rent and will be paid by Tenant to Landlord on demand with interest as provided in Section 20.6.

11. Access to Premises

Landlord or Landlord's agents and designees will have the right, but not the obligation, to enter the Premises at all reasonable times during ordinary business hours, after not less than twenty-four hours' notice except in the case of an emergency, to examine the Premises, to make necessary repairs and replacements and to exhibit the Premises to prospective purchasers, mortgagees, and, during the last six (6) months of the Lease Term, prospective tenants.

12. Assignment and Subletting: Occupancy Arrangements

12.1 Assignment and Subletting

Tenant agrees not to enter into any Occupancy Arrangement, either voluntarily or by operation of law, without the prior written consent of Landlord.

12.2 Procedure

If Tenant intends to enter into an Occupancy Arrangement which requires Landlord's consent, Tenant agrees to give Landlord notice of the name of (and a financial statement with respect to) the proposed occupant, the exact terms of the Occupancy Arrangement and a precise description of the portion of the Premises intended to be subject to the Occupancy Arrangement. Within thirty (30) days after receipt of the notice, Landlord will (i) consent to the Occupancy Arrangement, or (ii) refuse to consent to the Occupancy Arrangement, or (iii) notify Tenant of Landlord's election to terminate this Lease with respect to so much of the Premises as is intended to be subject to the Occupancy Arrangement. If Landlord consents to the Occupancy Arrangement, Tenant agrees (i) to enter into the Occupancy Arrangement on the exact terms described to Landlord within thirty (30) days after Landlord's consent and to deliver to Landlord and to the holder of any first mortgage on the Land an executed original counterpart of the Occupancy Arrangement, and (ii) to remain liable for the payment and performance of the provisions of this Lease. If Tenant enters into an Occupancy Arrangement, at Landlord's Option, Tenant agrees to pay to Landlord when received the excess, if any, of amounts received in respect of the Occupancy Arrangement over the Rent. Any Occupancy Arrangement will expressly incorporate and be subject to the terms of this

Lease, which terms will be binding on all parties to the Occupancy Arrangement. If Landlord consents to and Tenant does not enter into the Occupancy Arrangement within the thirty (30) day period, such consent will be deemed revoked and Tenant will again comply with the terms of this Section. If Landlord elects to terminate this Lease with respect to that portion of the Premises to be subject to the Occupancy Arrangement, this Lease will terminate with respect to such portion of the Premises as of the date specified in the election, which date will be not less than thirty (30) days nor more than sixty (60) days after the date of the election; provided that Tenant may, at any time before the date of termination, withdraw its request for Landlord's consent to an Occupancy Arrangement. Such withdrawal by Tenant will nullify Landlord's election to terminate, and this Lease will remain in effect as if no election by Landlord had been made. If Landlord terminates this Lease, all Rent due will be adjusted as of the day the Premises (or the portion affected by the termination) are redelivered to Landlord. Any portion of the Premises redelivered to Landlord will be in the condition specified in Section 8.8.

13. Indemnity

13.1 Tenant's Indemnity

Tenant agrees to defend, indemnify, and hold Landlord harmless against all claims, losses and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred by Landlord by reason of any of the following occurrences:

- 13.1.1 any act or omission on the Premises, the Building or the Land by Tenant or any Person other than Landlord, its agents, contractors, licensees or invitees;
- 13.1.2 any use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises;
- 13.1.3 any act or omission on the part of Tenant, or any of its agents, contractors, licensees or invitees, whether or not occurring on the Premises;
- 13.1.4 any accident, injury or damage to any Person or property occurring at the Premises, not due to any act or omission of Landlord, its agents, contractors or licensees;
- 13.1.5 any failure on the part of Tenant to comply with any of its obligations under this Lease, whether or not such failure constitutes a Default or an Event of Default;
- 13.1.6 any untrue or misleading statement of a material fact or any misrepresentation of a material fact made by or on behalf of Tenant in connection with the negotiation of this Lease; or
- 13.1.7 any release or threat of release of Hazardous Substances by Tenant, or any of its agents, contractors, licensees or invitees, whether or not occurring on the Premises.

13.2 Claims by Landlord

If a proceeding is brought against Landlord arising out of an occurrence described in Section 13.1, upon notice from Landlord Tenant agrees, at its expense, to defend the proceeding using legal counsel reasonably satisfactory to Landlord. Landlord has the right to make claims, institute legal proceedings, or otherwise seek redress against Tenant before the expiration of any statute of limitations or other limitation on the time or manner in which

Landlord may seek redress regardless of whether or not an insurer is responding. Tenant's obligation to indemnify Landlord as provided in Sections 13.1 and 13.2 will survive the expiration or earlier termination of this Lease.

13.3 Landlord's Liability

Except for its intentional acts or gross negligence or the intentional acts or gross negligence of its agents, contractors or licensees, Landlord will not be responsible or liable for any loss, damage or injury to the Premises or to any Person or property at any time on the Land or in the Building or the Premises. In addition, Tenant specifically agrees to look solely to Landlord's then equity interest in the Land and the Building for a default by Landlord and no trustee or beneficiary of Landlord shall be personally liable for any judgment or for the payment of any money obligation to Tenant.

14. Insurance

14.1 Tenant's Insurance

Tenant agrees to provide, at its expense, and to keep in force:

- 14.1.1 Commercial general liability insurance against claims for personal injury, death and property damage occurring with respect to Tenant's occupancy of the Premises having primary combined single limit coverage of at least **Insurance Amount** for bodily injury and property damage.
- 14.1.2 Casualty insurance against loss or damage to (i) all inventory, furniture, furnishings and equipment other than Landlord's Fixtures owned, controlled or in use by Tenant and situated in the Building, (ii) all Improvements made by Tenant pending completion and (iii) all Improvements made by Tenant, under a so-called "All Risk" policy in an amount sufficient to replace the same without allowance for depreciation, if available, and if not, in the amount necessary to avoid the effect of co-insurance provisions under the applicable policies.
- 14.1.3 Worker's compensation insurance for all Tenant's employees working in the Premises in an amount sufficient to comply with Legal Requirements.
- 14.1.4 Such greater limits and such other insurance and in such amounts as may from time to time be reasonably required by Landlord against other insurable hazards which at the time are customarily insured against in the case of buildings similarly situated and used.

14.2 General Insurance Provisions

- 14.2.1 All insurance provided for in Section 14.1 will be written as primary policies (without "contribution" or "solely in excess of coverage carried by Lessor" provisions) and will be effected under valid and enforceable policies, issued by insurers of recognized responsibility authorized to write such insurance in **Premises state** and having a Best's financial rating of B or better. Not less than five (5) days before the Term Commencement Date, and thereafter not less than thirty (30) days before the expiration dates of the expiring policies furnished under to Section 14.1, binders, certificates or other evidence of such insurance satisfactory to Landlord

bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Landlord of such payment, will be delivered by Tenant to Landlord.

14.2.2 Nothing in this Section 14 will prevent Tenant from taking out insurance of the kind and in the amounts provided for under this Section under a blanket insurance policy or policies covering other properties as well as the Premises. Any policy or policies of blanket insurance (i) will specify, or Tenant will furnish Landlord with a written statement from the insurers specifying, the amounts of the total insurance allocated to the Premises, which amounts will not be less than the amounts required by Section 14.1 and will be sufficient to prevent any of the insureds from becoming a co-insurer within the terms of the applicable policy or policies, (ii) will contain an "Agreed Amount" clause as to the Premises, and (iii) will otherwise comply as to endorsements and coverage with the provisions of this Section.

14.2.3 All policies of insurance provided for in Section 14.1.1, 14.1.2, and 14.1.4 will name Landlord as an additional insured and Tenant as the insured, as their respective interests may appear, and also any mortgagee, when requested, as its respective interest may appear, except that Landlord, and any such mortgagee will have no interest in the insurance on Tenant's personal property. Each such policy or certificate issued by the insurer will, to the extent obtainable, contain an agreement by the insurer that the insurance will not be cancelled without at least thirty (30) days' prior written notice to Landlord and to any other named insureds. Landlord agrees not to carry any insurance concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by Tenant if the effect of such separate insurance would be to reduce the protection or the payment to be made under Tenant's insurance.

14.3 Landlord's Insurance

Landlord agrees to cause the Building (including Landlord's Fixtures but excluding any Improvements made by Tenant) to be insured for the benefit of Landlord and any mortgagee of Landlord, as their respective interests may appear, against loss or damage under a so-called "All Risk" policy in an amount equal to (i) the replacement value, or (ii) the amount necessary to avoid the effect of co-insurance provisions of the applicable policies. The cost of such insurance will be part of the Operating Expenses.

15. Waiver of Subrogation

15.1 Waiver of Subrogation

If available, all insurance policies carried by either party covering the Land, the Building and/or the Premises will contain a clause or endorsement expressly waiving any right on the part of the insurer to make any claim against the other party. The parties agree to use reasonable efforts to ensure that their policies will include such waiver clause or endorsement.

15.2 Waiver of Rights

Landlord and Tenant each waive all claims, causes of action and rights of recovery against the other party and their respective trustees, beneficiaries, partners, agents, officers and employees, for any loss or damage to persons, property or business which occurs on or about the Premises and results from any of the perils insured under any policy of insurance maintained by Landlord and/or Tenant, regardless of cause. This waiver includes the negligence and intentional wrongdoing of either party and their respective agents, officers and employees but is effective only to the extent of recovery, if any, under any such policy. This waiver will be void to the extent that any such insurance is invalidated by reason of this waiver.

16. Damage and Restoration

16.1 Substantial Damage

If the Building is damaged by fire or other casualty, Tenant agrees to give prompt written notice to Landlord. If as a result of fire or other casualty, (i) the Building is so damaged that substantial alteration or reconstruction of the Building is, in Landlord's sole opinion, required (whether or not the Premises have been damaged), or (ii) any mortgagee of the Land requires that all or a substantial portion of insurance proceeds payable be used to retire the mortgage debt, Landlord may, at its option, terminate this Lease by giving notice to Tenant within sixty (60) days after the date of the damage. If, within one hundred eighty (180) days after the date the insurance proceeds are received, Landlord does not begin to restore the Building as provided in Section 16.2 or notify Tenant of its election to terminate this Lease, Tenant may terminate this Lease by giving notice to Landlord within ten (10) days after the expiration of the one hundred eighty (180) day period. If this Lease is terminated by Landlord or Tenant as provided in this Section 16.1, Rent will be abated as of the date of the damage.

16.2 Restoration

If Landlord does not terminate this Lease as provided in Section 16.1 within sixty (60) days after the date of the damage, Landlord agrees, within one hundred eighty (180) days after the insurance proceeds are received, to begin to restore the Building to substantially the same condition in which it was immediately before the damage, and, subject to Unavoidable Delays, to continue the restoration with reasonable diligence. Landlord's restoration work will include Landlord's Fixtures and subsequent Improvements made by Tenant under the provisions of Section 6.1 which, at Landlord's option, are to remain part of the Premises. Landlord will not be required to rebuild, repair, or replace (i) any part of Tenant's furniture, furnishings or equipment, or (ii) any Improvements made by Tenant which Tenant is required to remove on the Lease Termination Date under Section 6.1. Landlord will not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting from the damage to or the repair of the Building, except that Landlord will allow Tenant a fair reduction of Rent to the extent the Premises are unfit for occupancy from the date of the occurrence of the damage to the completion of Landlord's repairs.

17. Eminent Domain

17.1 Total Taking

If there is a Total Taking, then this Lease will terminate as of the earlier to occur of (i) the date when physical possession of the Building or the Premises is taken by the condemning Governmental Authority, or (ii) the date when title vests in the condemning Governmental Authority.

17.2 Partial Taking

If there is a Taking of the Premises which is not a Total Taking, Landlord may terminate this Lease by giving notice to Tenant within sixty (60) days after receiving notice of the Taking, in which event this Lease will terminate as of the earlier to occur of (i) the date when physical possession of such portion of the Premises is taken by the condemning Governmental Authority, or (ii) the date when title vests in the condemning Governmental Authority. If this Lease is not terminated, Rent will be abated from the date the Premises are rendered unfit for occupancy by an amount representing that part of the Rent properly allocable to the portion of the Premises taken, and Landlord will, at Landlord's expense, restore the Building and the Premises to substantially their former condition to the extent that restoration, in Landlord's judgment, may be feasible.

17.3 Awards and Proceeds

All proceeds payable in respect of a Taking will be the property of Landlord. Tenant hereby assigns to Landlord all rights of Tenant in or to such awards and proceeds, provided that Tenant will be entitled to separately petition the condemning authority for a separate award for its moving expenses and trade fixtures but only if such a separate award will not diminish the amount of award or proceeds payable to Landlord.

18. Quiet Enjoyment

18.1 Landlord's Covenant

Landlord covenants that if Tenant pays the Rent and performs all of its obligations under this Lease, subject to the Permitted Exceptions, it will quietly have and enjoy the Premises during the Lease Term, without interference from any Person lawfully claiming under Landlord or by paramount title.

18.2 Subordination and Non-Disturbance

This Lease is subordinate to any mortgage now or hereafter on the Land and to each advance made under any such mortgage, and to all renewals, modifications, consolidations, replacements and extensions of such mortgage. This Section 18.2 is self-operative and no further instrument of subordination will be required, provided that before a future subordination is effective Landlord will use reasonable efforts to cause the mortgagee to deliver to Tenant a non-disturbance agreement, binding upon itself and any successor in interest, to the effect that no foreclosure of the mortgage will disturb the possession of Tenant under this Lease so long as no Event of Default exists. In confirmation of such subordination, Tenant agrees to execute and deliver promptly any certificate that Landlord or any mortgagee may request. If any mortgagee succeeds to the interest of Landlord and

agrees to recognize the interest of Tenant under this Lease, Tenant agrees to attorn to such mortgagee, to recognize such mortgagee as its landlord and to execute any instrument reflecting its attornment and recognition reasonably requested by such mortgagee.

18.3 Notice to Mortgagee

No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations under or to terminate this Lease, will result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant first gives written notice of Landlord's act or failure to act to Landlord's first mortgagee of record, if any, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights; and (ii) the mortgagee, after receipt of such notice, fails or refuses to correct or cure the condition complained of within a reasonable time. Nothing contained in this Section 18.3 will be deemed to impose any obligation on any mortgagee to correct or cure any condition. "Reasonable time" means a period of not less than thirty (30) Business Days and includes (but is not limited to) a reasonable time to obtain possession of the Building if the mortgagee elects to do so and a reasonable time to correct or cure the condition if the condition is determined to exist.

18.4 Other Provisions Regarding Mortgagees

If this Lease or the Rent is assigned to a mortgagee as collateral security for any obligation, the mortgagee will not be deemed to have assumed any of Landlord's obligations under this Lease solely as a result of the assignment. A mortgagee to whom this Lease has been assigned will be deemed to have assumed such obligations only if (i) by the terms of the assignment the mortgagee specifically elects to assume the obligations, or (ii) the mortgagee has (a) foreclosed its mortgage, (b) accepted a deed in substitution of foreclosure, or (c) taken possession of the Premises. Even if the mortgagee assumes the obligations of Landlord, the mortgagee will be liable for breaches of any of Landlord's obligations only to the extent the breaches occur during the period of ownership by the mortgagee after foreclosure (or any conveyance by a deed in substitution of foreclosure) or after entry, and the mortgagee will have no liability for any act or omission or for any obligations incurred by any prior Landlord, including liability with respect to any security deposit except to the extent actually received by such mortgagee.

19. Defaults; Events of Default

19.1 Defaults

The following will (i) if any requirement for notice or lapse of time has not been met, constitute Defaults, and (ii) if there are no such requirements or if such requirements have been met, constitute Events of Default:

- 19.1.1 The failure of Tenant to pay Rent when due;
- 19.1.2 The failure of Tenant to perform any of its obligations under this Lease;
- 19.1.3 The failure of Tenant to pay Rent when due or to perform any of its obligations under this Lease, if Landlord has given Tenant notice of the same or similar failure

during the six (6) month period preceding the date on which the Rent or performance was due.

- 19.1.4 The occurrence with respect to Tenant of one or more of the following events: the death, dissolution, termination of existence (other than by merger or consolidation), insolvency, appointment of a receiver for all or substantially all of its property, the making of a fraudulent conveyance or the execution of an assignment or trust mortgage for the benefit of creditors by it, or the filing of a petition of bankruptcy or the commencement of any proceedings by or against it under a bankruptcy, insolvency or other law relating to the relief or the adjustment of indebtedness, rehabilitation or reorganization of debtors; provided that if such petition or commencement is involuntarily made against it and is dismissed within sixty (60) days of the date of such filing or commencement, such events will not constitute an Event of Default;
- 19.1.5 The issuance of any execution or attachment against Tenant or any other occupant of the Premises as a result of which the Premises are taken or occupied by a Person other than Tenant; and
- 19.1.6 The cancellation of, refusal to review or denial of liability under any insurance policy relating to the Premises as a result of the Premises being unoccupied.

20. Landlord's Remedies; Damages on Default

20.1 Landlord's Remedies

Landlord may, at its option:

- 20.1.1 Whenever an Event of Default exists, give Tenant a notice terminating this Lease on a date specified in the notice. On the date specified in the notice, this Lease and all rights of Tenant under this Lease will end without further notice or lapse of time, but Tenant will continue to be liable to Landlord as provided in this Section 20.
- 20.1.2 If an Event of Default results from Tenant's failure to pay a charge for Additional Services, without further notice to Tenant, discontinue any or all Additional Services.

20.2 Possession

Upon termination of this Lease as the result of an Event of Default, Tenant agrees to leave the Premises peacefully and surrender possession to Landlord as provided in Section 8.8. Landlord may, at any time after any termination of this Lease and without further notice, enter the Premises and recover possession by summary proceedings or any other manner permitted by law, and may remove Tenant and all other Persons and property from the Premises. After termination of this Lease, Landlord will be entitled to receive all rental income from the Premises.

20.3 Right to Relet

After termination of this Lease as a result of an Event of Default, Landlord may relet all or any part of the Premises in the name of Landlord or otherwise, for such term (which may be

greater or lesser than the period which would have constituted the balance of the Lease Term) and on such conditions (which may include concessions or free rent) as Landlord, in its reasonable discretion, may determine. Landlord agrees to use reasonable efforts but will not be liable for failure to relet the Premises or for failure to collect any rent due upon reletting, and Landlord will not be obligated to show the Premises in preference to other space available in the Building.

20.4 Survival of Covenants, Etc.

If this Lease is terminated as provided in Section 20.1:

20.4.1 The termination will not relieve Tenant of its obligations under this Lease, which obligations will survive the termination. Tenant agrees to indemnify Landlord against all claims, losses and expenses arising out of the termination. At the time of termination, Tenant agrees to pay to Landlord the Rent up to the date of termination. Tenant also agrees to pay to Landlord, on demand, as liquidated damages for Tenant's Default, the total Rent that would have been payable under this Lease by Tenant from the date of the termination until the Stated Expiration Date,

20.4.2 Nothing contained in this Section 20.4 will limit or prejudice the right of Landlord to prove and obtain as liquidated damages by reason of the termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount is greater, equal to, or less than the amount determined as provided in clause above.

20.5 Right to Equitable Relief

If a Default occurs, Landlord will be entitled to enjoin the Default and may invoke any remedy allowed at law or in equity as though re-entry, summary proceedings and other remedies were not provided for in this Lease.

20.6 Right to Self Help; Interest on Overdue Rent

If an Event of Default occurs, Landlord has the right, but not the obligation, to enter the Premises and to perform any obligation of Tenant under this Lease notwithstanding the fact that no specific provision for substituted performance by Landlord is made in this Lease. In performing the obligation, Landlord may make any payment of money or perform any other act. The total of (i) all sums paid by Landlord, (ii) interest (at the rate of 1-1/2% per month or the highest rate permitted by law, whichever is less) on such sums plus all Rent not paid when due, and (iii) all expenses in connection with the performance of the obligation by Landlord, will be deemed to be Rent under this Lease and payable to Landlord on demand. Landlord may exercise its rights under this Section 20.6 without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

21. Notices

21.1 Notices and Communications

All notices, demands, requests and other communications provided for or permitted under this Lease must be in writing and be delivered by hand or sent by email, nationally recognized and reputable overnight delivery service, express mail, certified mail or first-class mail, postage prepaid, to the parties, respectively at the following addresses:

21.1.1 If to Landlord, at the address stated in Section 1.1 (or at such other address as Landlord designates in writing to Tenant), with a copy to such Persons as Landlord designates in writing to Tenant, or

21.1.2 If to Tenant, at the address stated in Section 1.1 (or at such other address as Tenant designates in writing to Landlord), with a copy to such Persons as Tenant designates in writing to Landlord.

21.2 When Effective

Any communication provided for in this Lease will become effective only when received or deemed received by the Person to whom it is given. If it is mailed by express, certified or first-class mail, it will be deemed to be received on (i) the second Business Day after being mailed or (ii) the day of its receipt, whichever is earlier. If given by email, it will be deemed received when confirmation of complete receipt is received by the transmitting person during normal business hours on a Business Day, or on the next Business Day if confirmation is received after normal business hours.

22. Waivers

22.1 No Waivers

Failure of Landlord or Tenant to complain of any act or omission on the part of the other no matter how long the act or omission may continue, will not be deemed to be a waiver by either Landlord or Tenant of any of its rights under this Lease. No waiver by Landlord or Tenant at any time, expressed or implied, of the breach of any provision of this Lease will be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. No acceptance by Landlord of any partial payment will constitute an accord or satisfaction but will only be deemed a partial payment on account. None of Tenant's obligations under this Lease and no Default or Event of Default may be waived or modified except in writing by Landlord.

23. General Provisions

23.1 Unavoidable Delays

If Landlord or Tenant is delayed, hindered in or prevented from the performance of any act required under this Lease by reason of Unavoidable Delays, then performance of the act will be excused for the period of the delay and the period for the performance of the act will be extended for a period equivalent to the period of the delay.

23.2 Estoppel Certificates

Within five (5) Business Days after receipt of a request from Landlord, Tenant agrees to deliver to any prospective purchaser, mortgagee or other Person specified in the request an estoppel certificate in the form as Landlord, purchaser, mortgagee or other Person may prescribe. Each estoppel certificate will be (i) signed by a duly authorized representative of Tenant, (ii) delivered without charge to the party requesting it, and (iii) binding as to its contents on Tenant.

23.3 Holding Over

If Tenant occupies the Premises after the Lease Termination Date without having entered into a new lease of the Premises with Landlord, Tenant will be a tenant-at-sufferance only, subject to all of the provisions of this Lease at twice the then effective Base Rent. Such holding over, even if with the consent of Landlord, will not constitute an extension or renewal of this Lease.

23.4 Governing Law

This Lease and the performance of its provisions will be governed and construed under the laws of the **State/Commonwealth**.

23.5 Partial Invalidity

If any provision of this Lease or its application to any Person or circumstance is held to be invalid or unenforceable, the remainder of this Lease, or the application of the provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each provision of this Lease will be enforced to the fullest extent permitted by law.

23.6 Interpretation

The section headings used in this Lease are for reference and convenience only, and do not enter into the interpretation of this Lease. This Lease may be signed in several counterparts, each of which is an original, but all of which constitute a single instrument. The term "Landlord" means only the owner of the Premises on the date of this Lease. Upon any sale of the Premises or assignment (other than as collateral security for an obligation) of the interest of Landlord in this Lease, Landlord will be relieved of all liability under this Lease and its successor in interest and/or assign will be deemed to be Landlord so long as it owns the Premises. The liability of Landlord under this Lease is limited to Landlord's interest in the Premises.

23.7 Entire Agreement; Changes

All prior agreements between the parties are merged within this Lease, which alone fully states the entire understanding and agreement of the parties. This Lease may not be changed or terminated orally or in any manner other than by an agreement in writing and signed by the party against whom enforcement of the change or termination is sought. Landlord and Tenant each agree that they will not record this Lease.

23.8 Binding Effect

The provisions of this Lease are binding on and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns and any Person claiming under Tenant.

23.9 Time of the Essence

Any provision of law or equity to the contrary notwithstanding, it is agreed that time is of the essence of this Lease.

23.10 Broker Representation

Tenant represents that Tenant did not become interested in purchasing the premises as a result of the efforts of any agent and warrants that Tenant will indemnify and hold Landlord harmless against any and all liability from any broker's commission based on a claim that the efforts of any such agent were the efficient cause of this Lease.

23.11 Independent Covenants

Landlord and Tenant specifically agree that the obligations of Landlord and Tenant hereunder, including, without limitation, Tenant's obligation to pay Rent, are independent and not mutually dependent covenants and that the failure of Landlord to perform any obligation hereunder shall in no event justify or empower Tenant to withhold Rent or any other amount due to Landlord hereunder nor, unless Landlord's default constitutes a constructive eviction, to terminate this Lease. Tenant acknowledges that the foregoing is a material inducement to Tenant to enter into this Lease.

EXECUTED as a sealed instrument as of the Date of Lease specified in Section 1.1.

LANDLORD

TENANT

EXHIBIT A

LEASE PLAN

See attached.

What to do with your document

Print 2 copies of the agreement – one for the landlord to keep and one for the tenant to keep. (If there are multiple owners or tenants who all want a copy for their records, print more.) Each copy should be signed and dated where indicated by all parties.

Be sure to include any attachments or addenda referenced in the document, such as the lease plan (floor plan or building plan), plans of any improvements, etc.

If the tenant is required to provide insurance, be sure to follow up and obtain the certificate of insurance.