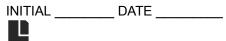
FLEX SPACE LEASE AGREEMENT

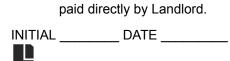
This Flex Space and between:	Lease Agreement (this "Agreement") is made this	day of	, 20, by
Landlord:	, an \square individual \square entity located at	[Address] ("Land	llord") and
Tenant:	, an \square individual \square entity located at	[Address] ("Tenant	").
In consideration	of the mutual covenants herein contained, the par	ties agree as follows:	
1. Demised Prer	mises. The premises leased shall consist of a flex	space in the building co	omplex
(□ known as " (the "Demised Pr	" [Name of building complex]) (the "Rearemises").	al Property") located at _	
comprises ap square footag exterior walls	emises. The Demised Premises consists of appropriately% of the total leasable at ge of the Demised Premises shall be determined by to the centerline of any demising walls. Landlord' Demised Premises to make a final determination of the centerline of the ce	rea in the building or cor by measuring from the o s architect or building co	mplex. The outside of all
and below the pipes, ducts,	Uses. Landlord reserves to itself the use of the ree Demised Premises, together with the right to instance conduits, wires and structural elements leading the either the Demised Premises or other parts of the	tall, maintain, use, repairough the Demised Pre	ir, and replace
C) Common	Area. (Check one)		
occupants of shall mean al tenants. The Landlord, and and arrangen areas; and do enforce such	rants to Tenant the non-exclusive right to use, in of the Real Property, the Common Area of the Real I areas and improvements in the Real Property, we Common Area shall at all times be subject to the of I Landlord shall have the right from time-to-time to nents of the Common Area; restrict parking by Ter of and perform such other acts in and to the Common rules and requirements as Landlord in its sole dis Common Area in good repair and reasonably clean	Property. The term "Corhich are not leased or hexclusive control and made change the sizes, local nant and other tenants to hor Area and adopt, moderetion deems advisable	mmon Area" eld for lease to anagement of tions, shapes, o designated dify, and
Areas of the F	ement and the Demised Premises does <u>NOT</u> inclu Real Property. The term "Common Area" shall me y, which are not leased or held for lease to tenants	an all areas and improve	•
D) Parking a	nd Loading Spaces. (Check one)		
	cluding its guests, employees, agents, and custom and loading spac(s on the Real Property.	ners does <u>NOT</u> have the	right to use



\Box Tenant, including its guests, employees, agents, and customers has the right to use designated parking and loading spaces specifically allocated for commercial and operational needs as follows: (Check one)
 □ Any available parking and loading space(s). □ Only [Number] of the designated parking and loading space(s). □ Other: [Specify areas or conditions if applicable].
located in the (Check one) \square designated section of the building parking lot \square adjacent surface parking lot suitable for commercial vehicles and loading operations \square other: on (Check one)
□ a non-exclusive first-come, first serve basis□ an exclusive basis, reserved specifically for Tenant's operations
Fee (Check one) ☐ Tenant will pay Landlord a fee of \$ on a: (Check one) ☐ Daily basis for the use of such parking and loading privileges. ☐ Weekly basis for the use of such parking and loading privileges. ☐ Monthly basis for the use of such parking and loading privileges. ☐ Other: basis for the use of such parking and loading privileges. ☐ Tenant will NOT pay Landlord a fee for the use of such parking and loading privileges.
E) Storage Facilities.
Tenant has the right to use designated storage facilities within the Real Property. These facilities are integral to the leased premises and are meant for the storage of property related to the Tenant's business operations.
2. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, the Demised Premises according to the terms and conditions of this Agreement.
3. Term of Lease. The term of this Agreement shall commence on, 20 ("Commencement Date") and ending at midnight on, 20 ("Termination Date").
Renewal (Check one) This Lease may NOT be renewed. This Lease may be renewed. A) Renewal. Provided Tenant is not in default in the performance of this Agreement, Tenant shall be the state of the st
have the option to renew this Agreement for an additional year term(s) commencing on the Termination Date by providing notice as described in subsection B herein.
Rent Increase (Check one) Rent will NOT be increased. All of the terms and conditions of this Agreement shall apply during each renewal term. Rent will be increased. All of the terms and conditions of this Agreement shall apply during each renewal term, except that the Base Rent shall be increased by: (Check one) Rent will be increased. All of the terms and conditions of this Agreement shall apply during each renewal term, except that the Base Rent shall be increased by: (Check one)
\$ each renewal term.
B) Notice of Renewal. The option to renew this lease pursuant to subsection A above shall be exercised by providing written notice given to Landlord not less than days prior to the Termination Date. If written notice is not given in the manner provided herein within the time specified, this option shall lapse and expire.
INITIAL DATE

4. Rental Terms. With respect to the terms of the rental: A) Base Rent. Tenant shall pay to Landlord, from the Commencement Date and throughout the term of this Agreement, \$_____, payable on a: (Check one) ☐ Weekly □ Semi-annual _ □ Yearly □ Other: _____ ☐ Monthly □ Quarterly basis ("Base Rent"). Base Rent is due no later than the _____ day of the payment period. Base Rent is payable by (Check one) \square mailed check \square wire transfer \square other: _____ or as otherwise agreed upon by the parties. B) Operating Cost. Operating costs shared by the building are: (Check one) □ <u>NOT</u> included in the Base Rent. Beginning on the Commencement Date, Tenant agrees to pay Landlord for Tenant's proportionate share of Operating Cost. Tenant's initial monthly estimate for Operating Cost is \$_____ per month. For the purposes of this Agreement, Tenant's proportionate share of Operating Costs shall not exceed ______% of the total capital operating costs for any given month. Tenant's proportionate share shall be determined by dividing the number or rentable square feet in the Demised Premises by the total number of rentable square feet in the Real Property which are leased or available for lease during the year. "Operating Cost" means the total cost and expense incurred in operating, managing, insuring, equipping, lighting, repairing, maintaining and policing the Real Property, including the exterior of the Real Property and the common areas, and specifically including, without limitation, items of expense for or related to: insurance premiums and deductibles, management, bookkeeping, and accounting fees, and an annual addition equal to % per annum of the Operating Cost for a reserve fund for major repairs, replacements, and renovations. With each monthly Base Rent payment, Tenant shall pay an estimate of Tenant's share of the Operating Cost. Such monthly estimates shall be based on the prior year's actual Operating Cost. On an annual basis, Landlord shall reconcile Tenant's payments against the actual Operating Cost. In the event Tenant's payments are less than its share of the actual Operating Cost, Tenant shall pay such deficiency within _____ days of request by Landlord. In the event Tenant's payments exceed its share of the actual Operating Cost, Landlord shall apply the overpayment to the next monthly estimate(s). ☐ Included in the Base Rent. Landlord shall pay all Operating Cost on the Real Property. "Operating Cost" means the total cost and expense incurred in operating, managing, insuring, equipping, lighting, repairing, maintaining and policing the Real Property, including the exterior of the Real Property and the common areas, and specifically including, without limitation, items of expense for or related to: insurance premiums and deductibles, management, bookkeeping and accounting fees. C) Taxes. (Check one) ☐ Landlord shall pay all real estate taxes and assessments levied against all or any part of the Demised Premises, the Real Property, and the improvements thereon. ☐ <u>Tenant</u> shall pay all real estate taxes and assessments levied against all or any part of the Demised Premises, the Real Property, and the improvements thereon. Tax Included in Rent (Check one) ☐ Taxes are NOT included in Rent. All such tax obligations shall be payable in addition to the Rent paid under this Agreement.

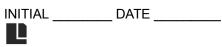
☐ Taxes are included in Rent. Such taxes and assessments are included in the Rent and shall be



☐ Taxes are included in Rent, including any increase in real estate property tax. In the event there is any increase during any year of the term of this Agreement in real property taxes over and above the amount of such taxes assessed for the tax year during which the term of this Agreement commences, whether because of increased rate, valuation or otherwise, Tenant shall pay to Landlord upon presentation of paid tax bills an amount equal to the increase in taxes upor the land and the Real Property, proportioned or designated to upon which the Demised Property is situated. In the event that such taxes are assessed for a tax year extending beyond the term of this Agreement, the obligation of Tenant shall be proportionate to the portion of the lease term included in such year. All such tax obligations of Tenant hereunder shall be added to and becompart of the Rent paid under this Agreement.	n of
D) Payment of Rent. Base Rent and Operating Cost under this Agreement may collectively be referred to as "Rent" or "Rents." All Rents shall be made payable to Landlord and delivered to the address stated above or to another address as Landlord may designate upon reasonable notice to Tenant.	
Operating Costs Statements (Check one) □ Not applicable. Operating costs shared by the building are NOT included in the Base Rent. □ Landlord agrees, on request, to provide statements to Tenant as to the manner of computation of any and all charges due from Tenant under the terms of this Agreement, and an itemization of the various costs included therein. Landlord shall provide such statements on a/an: (Check one) □ Monthly basis □ Quarterly basis □ Annual basis □ Other:	
E) Partial Payments. Any partial payments shall be applied to the earliest installment due, and no endorsement or statement on any check or any letter accompanying any check or payment as to same shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment and any other amounts then due or to pursue any other remedy of Landlord set forth in this Agreement.	S
F) Past Due Payments. If any amount due under this Agreement remains unpaid days after it is due, a late charge equal to (Check one) □% of the monthly rent □ \$ per day ("Late Charge"), not to exceed the maximum amount allowed by law, shall be paid by Tenant to Landlord until such time as Tenant is current on all amounts due Landlord (including all Late Charges). In addition, all service charges from Tenant's financial institution due to non-sufficient funds shall be paid by Tenant.	
Additional Late Charge (Check one) ☐ If any amount due under this Agreement remains unpaid for more than days after it is due, then in addition to the Late Charge, such unpaid amounts shall bear interest at the rate of % per month, not to exceed the maximum amount allowed by law. ☐ Landlord will NOT require an additional late charge.	ì
Returned Payment Fee (Check one) In the event Landlord receives a payment from Tenant which is returned for insufficient funds, Landlord may, without limiting Landlord's other remedies, charge Tenant a fee in the amount of to cover Landlord's overhead and administrative expenses and/or require that all payments thereafter be bank certified or cashier's checks.	
\square Landlord will <u>NOT</u> charge a fee for returned payments.	
G) Security Deposit. Tenant shall, at the time of executing this Agreement, deposit with Landlord as security deposit the sum of \$, which amount shall serve as security for the full performance of the obligations and covenants of Tenant under this Agreement.	а
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	 □ Such deposit shall accrue interest for Tenant, shall not be considered a rental payment, final or otherwise, and shall not be considered to limit or relieve Tenant from any obligation or liability to Landlord. □ Such deposit shall NOT accrue interest for Tenant, shall not be considered a rental payment, final or otherwise, and shall not be considered to limit or relieve Tenant from any obligation or liability to Landlord.
	In the event of a default by Tenant under the terms of this Agreement, Landlord may apply such deposit toward the cure of such default without notice to Tenant. Upon complete performance by Tenant of all its obligations under or with respect to this Agreement, any remaining portion of such deposit to which Tenant is entitled shall be refunded to Tenant. Landlord may transfer the security deposit to any purchaser of Landlord's interest in the Demised Premises, in which event Landlord shall be discharged from any further liability with respect to such deposit and Tenant will look solely to the purchaser of Landlord's interest for any return of said deposit.
	H) Holding Over. If Tenant remains in possession of the Demised Premises after the expiration of the initial Lease Term or any renewal Term without the execution of a new lease, it shall be deemed to be a tenant from month-to-month, subject to all conditions, provisions and obligations of this Agreement insofar as the same are applicable to a month-to-month tenancy except that the Base Rent shall be [Number] times the Base Rent applicable immediately prior to the expiration of the Term.
5.	Use, Occupancy and Condition of Premises. With respect to use and occupancy:
	A) Use and Occupancy. Tenant shall use and occupy the Demised Premises for the commercial purpose of [Description of commercial purpose] and related activities. The Demised Premises shall be used for no other purpose without the advance written consent of Landlord. Tenant shall operate the Demised Premises in a clean and dignified manner and in compliance with all applicable laws, regulations, rules, and ordinances.
	Janitorial Services (Check one) ☐ Tenant shall provide its own janitorial services. ☐ As agreed by both parties, Landlord shall provide janitorial services and shared costs will be included in the Operating Cost.
	Tenant shall use the Demised Premises for no unlawful purpose or act; shall commit or permit no waste or damage to the Demised Premises; shall, at Tenant's expense, comply with and obey all applicable laws, regulations, or orders of any governmental authority or agency; shall not do or permit anything to be done in or about the Demised Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Real Property; and shall comply with all the rules and requirements promulgated by Landlord with respect to the Real Property, as the same may be amended from time to time. Tenant agrees as follows: (Check all that apply)
	\Box I. All loading and unloading, delivery and shipping of goods shall be conducted in such areas and through the entrances designated by Landlord.
	\square II. No window coverings, such as curtains, blinds or shades, shall be placed on the windows of Demised Premises unless approved by Landlord.
	☐ III. No smoking in the Demised Premises or within feet or any doorway.
	\Box IV. All garbage and refuse shall be kept in the size and kind of container, and in a location approved by Landlord. Tenant shall not burn any trash or garbage in or about the Real Property.
	TIAL DATE

□ V. No aerial, loudspeaker, satellite dish, sound amplifier, equipment, displays, or advertising shall be erected on the roof or exterior walls of the Demised Premises, or on other areas of the Real Property without the prior written consent of Landlord.
\Box VI. No loudspeaker, television, phonograph, juke-box, radio, or other device shall be used in a manner so as to be heard other than by persons who are within the Demised Premises without the prior written consent of Landlord.
\square VII. No activity will take place on the Demised Premises or common areas which shall cause any odor which can be smelled other than by persons who are within the Demised Premises.
\square VIII. Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
\square IX. Tenant shall not permit or place any obstructions or merchandise in any common areas, including but not limited to, corridors, all sidewalks in front of, on the side of, or in the back of the Demised Premises.
□ X. The plumbing facilities in the Demised Premises shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall be responsible for the proper and lawful disposal of all cooking grease used within the Demised Premises.
$\hfill \square$ XI. Tenant shall keep all windows, window sills, window frames and exterior signs of the Demised Premises clean.
\square XII. No merchandise shall be stored in the Demised Premises except that which Tenant is selling in the normal course of business in, at, or from the Demised Premises.
\square XIII. No auctions or tent sales shall be held within the Demised Premises or on or within any portion of the Real Property, except with the prior written consent of Landlord.
□ XIV. Landlord shall have the right to prohibit the continued use by Tenant of any unethical or unfair method of business operation, advertising or interior display if, in Landlord's opinion, the continued use thereof would impair the reputation of the Real Property as a first class facility or is otherwise out of harmony with the general character thereof, and upon notice from Landlord shall forthwith refrain from or discontinue such activities.
\square XV. Tenant shall keep the Demised Premises (including without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat, clean and sanitary condition, free of all insects, rodents, vermin and pests of every type and kind.
\square XVI. Tenant shall not use the Demised Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors.
\square XVII. Tenant shall keep the entry ways and sidewalk/walkway in front of the Demised Premise clear of all debris, trash and litter, and shall keep the same swept, maintained and snow and ice removed therefrom.



involving, directly or indirectly, the use, general toxic chemical, material, substance or waste (will be used only in compliance with any and a thereto. Landlord shall have the right, but not tests thereon should Landlord have a reasonal Premises. In the event tests indicate the preseremoved the Hazardous Material on demand, Demised Premises to remedy any contaminat Landlord shall use reasonable efforts to mining shall not constitute an eviction of Tenant, in we interference, loss, or damage to Tenant's propic contamination is not caused by or the result of governmental agency shall ever require testing Hazardous Material, then the reasonable cost upon demand as additional Rent if such requires.	anot use the Demised Premises for any activities ation, treatment, storage or disposal of any hazardous or "Hazardous Material"), and that the Demised Premises all environmental laws, rules and regulations applicable the duty, to inspect the Demised Premises and conduct able belief there is Hazardous Material on the Demised ence of such Hazardous Material, and Tenant has not Landlord shall have the right to immediately enter the ion found thereon. In exercising its rights herein, nize interference with Tenant's business, but such entry hole or in part, and Landlord shall not be liable for any perty or business caused thereby, provided such f Landlord's actions, or the actions. If any lender or g to ascertain whether there has been a release of s thereof shall be reimbursed by Tenant to Landlord rement arose because of Tenant's storage or use of
the like from time to time, at Landlord's reason	s. Tenant shall execute affidavits, representations and nable request, concerning Tenant's best actual of any Hazardous Material on the Demised Premises or erial on the Demised Premises.
condition and acknowledges that the Demised indicated herein. By occupying the Demised F accepted the Demised Premises as being in t Landlord, Tenant will sign a statement confirm	Tenant accepts the Demised Premises in their current depremises is in good order and repair, unless otherwise Premises, Tenant shall be conclusively deemed to have the condition required by this Agreement. If requested by thing the Commencement Date and ratifying acceptance shall have a [Number] day waiting period to immediately of the same.
6. Property in Demised Premises. With respect	to the property:
and air conditioning equipment, shall, when in the property of Landlord. All Tenant's trade fix times to any of Landlord's liens for rental and this Lease or otherwise. Tenant (Check one)	,
time be in the Demised Premises shall be at Tenant. Landlord shall not be liable for any da Tenant which may be caused by water from a	es or from the heating or plumbing fixtures or from
C) Fixtures and Furnishings Provided by L	andlord. (Check one)
\square Landlord shall provide the following fixtures	s and furnishings: (Check all that apply)
□ Bathroom Fixtures□ Shelving	□ Furniture
INITIAL DATE	

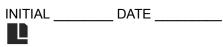
	☐ Furnace☐ Lighting☐ Other:	□ Office Desks	
☐ Landlord sha	all <u>NOT</u> provide fixtures or	furnishings.	
D) Personal P	roperty Taxes of Tenant.	(Check one)	
		all taxes assessed against Landlord's fixtures, furnishings, r on the Demised Premises.	
equipment and	stock-in-trade placed in o	Il taxes assessed against Landlord's fixtures, furnishings, r on the Demised Premises. Any such taxes paid by Landlord within days after written notice from Landlord.	
7. Repairs and Ma	aintenance. With respect	to repair and maintenance obligations:	
maintaining the replacements t	e Demised Premises in goo	Maintain. Landlord shall be responsible for repairing and condition and for making such modification or ary or required by law or ordinance, specifically for the	
☐ Exterior v	tters and downspouts ot v	ents of the building ws, doors, window and door frames, plate glass)	
	s out) □ However, Tenant is made necessary by any	shall reimburse Landlord for any such maintenance, repairs acts of Tenant.	; ,
emergency and	d also during regular busin ne Demised Premises and	ave the right to enter the Demised Premises in any ess hours upon advance written notice to inspect the same, any portion of the Real Property or Common Area, without	
the Demised P shall be made Demised Prem	remises which are not the by Tenant at Tenant's sole ises in good repair and ord	laintain. All maintenance, repairs, or replacements relating obligation of Landlord shall be the obligation of Tenant and cost and expense. Tenant shall keep and maintain the der at all times. Tenant shall be responsible for the the following: (Check all that apply)	tc
☐ Plumbing ☐ Electrical	acement of all broken glass emises	ning systems s and cracked glass relating to the interior or exterior of the	
C) Remodeling	g. Tenant shall not do the t	following: (Check all that apply)	
INITIAL	DATE		

 □ Paint, decorate, or in any way change the exterior (or the appearance) of the Demised Premises without prior written consent of Landlord. □ Remodel, make additions, alterations or structural changes to the interior of the Demised Premises without prior written consent of Landlord, which consent will not be unreasonably withheld; however, the Tenant is permitted to paint and decorate the interior of the Demised Premises without prior consent of Landlord. □ Enter upon the roof or install or place any equipment, lines, wires, displays, advertising or anything else whatsoever thereon without prior written consent of Landlord, which consent may be denied, conditioned or withheld at Landlord's sole discretion.
D) No Liens Permitted. No person shall ever be entitled to any lien, directly or indirectly, derived through or under Tenant, or through or under any act or omission of Tenant, upon the Demised Premises, or any improvements now or hereafter situated thereon, or upon any insurance policies taken out upon the Demised Premises, or the proceeds thereof, for or on account of any labor or materials furnished to the Demised Premises, or for or on account of any matter or thing whatsoever; and nothing in this Agreement contained shall be construed to constitute a consent by Landlord to the creation of any lien. In the event that any such lien shall be filed, Tenant shall cause such lien to be released within days after actual notice of the filing thereof, or shall within such time certify to Landlord that Tenant has a valid defense to such claim and such lien and furnish to Landlord a bond, satisfactory to Landlord, indemnifying Landlord against the foreclosure of such lien. In addition to any other remedy herein granted, upon failure of Tenant to discharge such lien or to post a bond indemnifying Landlord against foreclosure of any such lien as above provided, Landlord, after notice to Tenant, may discharge such lien, and all expenditures and costs incurred thereby, with interest thereon, shall be payable as further Rent hereunder at the next Rent payment date.
Insurance and Indemnification. With respect to insurance and indemnification:
A) Tenant's Public Liability and Property Damage Insurance. Tenant shall purchase and maintain public liability and property damage insurance insuring against loss, cost and expense by reason of injury to or the death of persons or damage to or the destruction of property arising out of or in connection with the occupancy or use, including risks associated with storage or transit of property, by Tenant,, its employees, agents and assigns, of the Demised Premises and/or the Common Area, such insurance (to include Landlord as an additional Insured, to be carried with an insurer and) to have: (Check one)
☐ A minimum aggregate policy in the amount of no less than \$ ☐ Limits of liability of not less than \$per occurrence on a combined single limit basis
and a deductible no greater than \$
B) Certificate of Insurance. Tenant shall furnish to Landlord a certificate of insurance evidencing such coverage which provides that such policies may not be canceled on less than days prior written notice to Landlord. Should Tenant fail to carry the insurance required herein and furnish Landlord with the policies or certificates of insurance after a request to do so, Landlord shall have the right to obtain such insurance and collect the cost thereof from Tenant as additional Rent.
C) Landlord's Insurance. Landlord shall keep the Real Property (but not the contents thereof or any personal property or trade or business fixtures of Tenant) insured against loss or damage by fire and other perils normally covered by standard all-risk insurance. Landlord may also maintain public liability, property damage, loss of rent, and such other coverage related to the Real Property as Landlord deems appropriate.
Insurance Included in Operating Costs (Check one)
TIAL DATE

8.

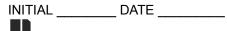
	ns for such insurance maintained by Landlord sons for such insurance maintained by Landlord s	
party, but whic have against the Agreement; ar waiver and an	tiver of Subrogation. If either party suffers lose the covered by the injured party's insurance, the other party to the extent that it is compensed each party agrees to obtain from its insurer agreement that the insurance carrier will not be stent that these rights have been waived above	the injured party waives any claim it might ated by the insurance required under this a provision and acknowledgement of this be subrogated to the rights of the injured
Landlord, its or to the Demised agents or emp defend, hold hold ims for injurt acts or omission Agreement. In and all claims	Id Harmless. It is agreed that Tenant shall definition and any and all definitions, agents and employees from any and all definitions, agents which result from the negligent act ployees, in the performance of this Agreement. It is agreement, armless and indemnify Tenant, its officers, agentes to persons and/or damage to the Demised ons of Landlord, its officers, agents and/or employed the event of the concurrent negligence of Tenfor injuries or damages which arise out of the ment shall be apportioned in accordance with the cated.	Il claims for injuries to persons or damage is or omissions of Tenant, its officers, It is further agreed that Landlord shall ents and/or employees from any and all I Premises which result from the negligent ployees, in the performance of this ant and Landlord, then the liability for any performance of the terms and conditions
9. Signs. With re	espect to signs:	
	ign. Tenant can install a sign acceptable to Lar einafter referred to as "Exterior Sign" prior to o	
☐ Any Exterio Landlord. Land reason in its so	roval (Check one) or Sign must be approved by Landlord and sha dlord reserves the right to reject any Exterior S ole discretion. or Sign does <u>NOT</u> require Landlord's approval.	sign design it feels is inappropriate for any
and maintenar	☐ Landlord ☐ Tenant shall be solely responsibnce of the Exterior Sign. Landlord shall pre-appethe duration of the Lease and all renewals ther	prove signage package to be attached to
B) Other Sign	ns. (Check one)	
exterior of the Landlord and t	anners, lettering, advertising, lighting, or any or Demised Premises installed or affixed by Tenathe location and method of installation of the sance Landlord agrees that such approval shall not	ant shall be first approved in writing by ame shall be approved by Landlord in its
☐ Other signs	s affixed by Tenant shall <u>NOT</u> require Landlord	's approval.
Premises to Tena	es. Commencing on the date on which Landlo nt, <u>Tenant</u> shall make payments for the following Premises. (Check all that apply)	
	□ Water □ Gas □ Heat	☐ Electricity ☐ Other:
INITIAL	_ DATE	

□ Telephone□ Internet	☐ Sewage Disposal☐ Recycling and WasteRemoval
In turn, <u>Landlord</u> will be responsible for making pay	ments for the following utilities:
□ Water□ Gas□ Heat□ Electricity□ Other:	□ Telephone□ Internet□ Sewage Disposal□ Recycling and Waste Removal
11. Access, Surrender, and Assignment. With re-	spect to access, surrender, and assignment:
additions in the Demised Premises or the Real I Landlord may deem necessary.	at any time without notice in the event of an and make such repairs, alterations, improvements, or Property of which the Demised Premises is a part, that
	er to Landlord possession of the Demised Premises ier termination as herein provided, in as good condition neement Date.
be deemed to have been abandoned by Tenant shall not remove any leasehold improvements of Premises upon termination of the tenancy create	t so removed at the expiration of the Term hereof shall and may be retained or disposed by Landlord. Tenant or non-trade fixtures and shall surrender the Demised ed by this Agreement in the same condition as the in on the Commencement Date, ordinary wear and ty excepted.
termination of this Agreement, provided that Ter Tenant's obligations hereunder and provided that the Demised Premises by the removal of any su	alled by Tenant may be removed by Tenant at the nant shall not be in default in the performance of any of at Tenant shall repair any and all damage caused to
D) Assignment and Subletting. (Check one)	
	ign this Agreement as to any portion or all of the or partial sublease or other transfer of any portion or all
transfer any interest in this Agreement, or suble	. Tenant shall not assign, mortgage, encumber or t the Demised Premises in whole or in part, nor grant a rithout Landlord's prior written consent, which consent
12. Damage to Premises. With respect to damage	to the Premises:



	Demised Premises constitute a part shall be damaged or destroyed by fire or other casualty to the
	extent that the cost of repairing or replacing the same will equal or exceed (Check one)
	□% □ \$ of the then replacement value thereof, then the parties may, at
	their option, within days after the occurrence of such casualty, terminate this Agreement
	upon written notice.
	B) Partial Damage. In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be partially damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will be less than (Check one)
	receipt of the entire net insurance proceeds payable with respect to such fire or casualty.
	C) Rents Upon Damage or Destruction. In the event this Agreement is terminated in the manner set forth above, the Rents shall be apportioned to the time of such casualty. In the event this Agreement is not terminated and Landlord elects to restore or repair the Demised Premises, then the Rent payable by Tenant shall be equitably abated based on the square footage in the Demised Premises which are useable, until such time as the damage to the Demised Premises has been repaired; provided, however, in no event shall there be any abatement of the payment of any Operating Costs.
13	. Eminent Domain. With respect to eminent domain:
	A) Condemnation of Demised Premises. If the whole or any substantial part of the Demised Premises shall be taken or acquired by any public or quasi-public authority under the power or threat of eminent domain, for other than a temporary period, the Lease Term shall cease as of the day possession shall be taken by such public or quasi-public authority, and Tenant shall pay Rent up to that date with an appropriate refund by Landlord of any rent which may have been paid in advance for any period subsequent to the date possession is taken. In the event that during the term of this Agreement the Demised Premises, or any part thereof, or more than% of the Real Property or of the Common Area is taken by condemnation or right of eminent domain, or by private purchase in lieu thereof, this Agreement and the term hereby granted shall be terminable at Landlord's sole option and if Landlord so terminates then this Agreement shall expire on the date when possession shall be taken by the condemnor and the Base Rent herein reserved shall be apportioned and paid in full to that date and all prepaid Base Rent shall forthwith be repaid by Landlord to Tenant. In the event Landlord does not elect to cancel or terminate this Agreement as provided above, then Landlord shall rebuild and restore the Demised Premises as nearly as possible to their condition immediately prior to any such taking and this Agreement shall continue in full force and effect except that, during such restoration, the Base Rent payable pursuant to the terms of this Agreement shall be equitably apportioned in the proportion that the square footage of the part of the Demised Premises so taken bears to the total square footage of the Demised Premises immediately prior to such taking; provided, however, in no event shall there be any abatement of the payment of any Operating Costs, provided further, however, the Landlord's obligations to restore or rebuild shall be limited to an amount

which does not exceed the proceeds obtained from such taking (less expenses incurred in collecting

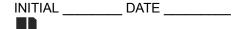


the same). Notwithstanding the foregoing, in the event the net condemnation award received by Landlord is insufficient to restore or rebuild the structural portions of the Demised Premises the Landlord shall have the option within _____ days after Landlord's receipt of the net condemnation, to cancel and terminate this Agreement, and Tenant shall be limited to consequential damages only.

- **B)** Condemnation Award. All compensation awarded or paid upon any total or partial taking of the Demised Premises shall belong to and be the property of the Landlord. Nothing herein shall prevent Tenant from pursuing a separate award from the condemning authority for its moving expenses or for the taking of its personal property, as long as Tenant's award does not reduce Landlord's award from the condemning authority.
- **14. Insolvency and Bankruptcy.** The appointment of a receiver to take possession of all or substantially all of the assets of Tenant or any of the persons constituting Tenant, or an assignment by Tenant or any of the persons constituting Tenant for benefit of creditors or any action taken or suffered by Tenant or any of the persons constituting Tenant under any insolvency, bankruptcy, or reorganization act, shall constitute a breach of this Agreement by Tenant. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Agreement or any rights or privileges hereunder be an asset of Tenant or any of the persons constituting Tenant under any bankruptcy, insolvency, or reorganization proceedings.

15. Default. With respect to default:

- A) Rights in Event of Default of Tenant. If Tenant shall abandon or vacate the Leased Premises or fail to pay Rent at the time prescribed in this Agreement, or if after days written notice from Landlord, Tenant shall fail to cure any other default in the performance of its obligations under this Agreement (unless Tenant is then proceeding in good faith to cure such default and continues to do so until the default is cured), then, in addition to any other rights or remedies Landlord may have by law or otherwise. Landlord shall have the right to re-enter and take possession of the Demised Premises without legal process and remove all persons and property therefrom. Should Landlord elect to re-enter as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may terminate Tenant's rights under this Agreement, re-let the Demised Premises or any part thereof for such term and at such rent and upon such other terms and conditions as Landlord in the exercise of Landlord's sole discretion may deem advisable, with the right to make alterations and repairs to the Demised Premises. Upon each such re-letting, Tenant immediately shall be liable for payment to Landlord of any indebtedness of Tenant (other than Rent due hereunder), the cost and expense of such re-letting, and of such alterations and repairs incurred by Landlord, and the amount, if any, by which the Rent reserved in this Agreement, which are Tenant's responsibility under the provisions of this Agreement for the period of such re-letting, exceeds the amount agreed to be paid as rent by the new tenant for the Demised Premises for such period of such re-letting.
- B) Costs and Payment of Rents. Should Tenant at any time be in default under this Agreement, Tenant shall be liable for all costs Landlord may incur on account of such default, including the cost of recovering the Demised Premises, any and all attorney fees and court costs relating thereto. In addition, should Landlord at any time terminate this Agreement and Tenant's rights under this Agreement for any default, in addition to any other remedy Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such default, and including the Rent reserved and charged in this Agreement for the remainder of the Term discounted to present value, less the present rental value of the Demised Premises for the rest of the Term (discounted in the same manner), all of which amounts shall be immediately due and payable with attorney fees from Tenant to Landlord and without relief from valuation, and Landlord shall have no obligation to re-let. Tenant's liability for the default damages and/or re-letting costs shall survive any termination of this Agreement.



C) Right of Removal of Tenant's Property. Landlord shall have the right to remove all or any part of
Tenant's property from the Demised Premises. Any property removed may be either: (a) Stored in any
public warehouse or elsewhere at the cost of, and for the account of, Tenant and Landlord shall not be
responsible for the care or safekeeping thereof; or (b) sold at a private or public sale and the proceeds
of such sale, after sale expenses, shall be used to offset any Rent due to Landlord. Tenant hereby
waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the
aforesaid acts.

D) Default of Landlord. Landlord shall in no event be charged with default in the performance of its
obligation under this Agreement unless and until Landlord shall have received written notice from
Tenant specifying wherein Landlord has failed to perform any obligation hereunder, and Landlord sha
have failed to perform such obligation, or remedy such default, within days of such notic
from Tenant (or shall then have failed in good faith to start and be diligently pursuing the cure of any
such default which reasonably takes longer than days to cure).

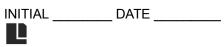
16. Quiet Enjoyment. Landlord agrees that if Tenant pays the Rent and other charges herein provided and shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, then Tenant shall, at all times during said Term, have the peaceable and quiet enjoyment and possession of the Demised Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, except as to such portion of the Demised Premises or Real Property as shall be taken under the power of eminent domain or which may be claimed by any mortgagee of the Demised Premises of the Real Property.

17. Miscellaneous.

- **A) Waivers.** No waiver of any condition or covenant in this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Agreement.
- **B) Subordination.** Tenant agrees, at the request of Landlord, to subordinate this Agreement to any mortgage placed upon the Demised Premises or the Real Property or any one or more of them by Landlord provided that the holder of such mortgage enters into an agreement with Tenant, binding upon the successors and assigns of the parties thereto, by the terms of which such holder agrees not to disturb the possession, peaceable and quiet enjoyment and other rights of Tenant under this Agreement. In addition, so long as Tenant continues to perform its obligations hereunder, in the event of acquisition of title by said holder through foreclosure proceedings or otherwise holder agrees to accept Tenant as tenant of the Demised Premises under the terms and conditions of this Agreement and to perform the Landlord's obligations hereunder (but only while owner of the Demised Premises), and Tenant agrees to recognize such holder or any other person acquiring title to the Demised Premises as Landlord. The parties agree to execute and deliver any appropriate instruments necessary to carry out the agreements contained herein.
- **C)** Notices and Certificates. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, by overnight courier service, via certified or registered mail, or by first class U.S. mail, postage prepaid, to Landlord and Tenant at the address as specified above, or to such other addresses which a party may designate in writing delivered to the other party for such purpose. Date of service of a notice served by mail shall be one business day following the date on which such notice is deposited in a post office box of the United States Postal Service.
- **D)** Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.



E) Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of, not including its conflicts of law provisions.			
F) Dispute Resolution. Any dispute arising from this Agreement shall be resolved through: (Check one)			
□ Court litigation. Disputes shall be resolved in the courts of the State of □ If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.			
\square Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.			
□ Mediation.			
\square Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.			
G) Force Majeure. In the event that either party shall be delayed or hindered in or prevented from doing or performing any act or thing required in this Agreement by reason of strikes, lock-outs, casualties, acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riot, insurrection, war, pandemics or other causes beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.			
H) Complete Agreement. This Agreement contains a complete expression of the agreement between the parties and there are no promises, representations or inducements except such as are herein provided.			
I) Successors in Interest. The covenants, agreements, terms, conditions and warranties of this Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, but shall create no rights in any other person except as may be specifically provided for herein.			
WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized presentatives, as of the first date written above.			
Landlord Signature Landlord Name			



Landlord Name	Representative Signature	Representative Name and Title
Tenant Signature		Tenant Name
Tenant Name	Representative Signature	Representative Name and Title

