

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**") is made this ____ day of _____, 2011, by and between _____, (the "**Landlord**") and _____ (the "**Tenant**").

WITNESSETH :

That Landlord, in consideration of the rents and covenants hereinafter specified to be paid and performed by Tenant, hereby leases to Tenant, and Tenant hereby rents from Landlord, the premises hereinafter described, upon the terms and conditions herein set forth.

1. **Premises:** The leased premises is known as _____, together with the improvements now located thereon (the "Demised Premises," or the "Premises").

2. **Term:** The term of this Lease (the "**Term**") shall be one/two year(s), to commence _____ (the "Commencement Date"), and terminate _____ (the "Expiration Date"), under and subject to deed restrictions, covenants, easements, reservations and rights of way, if any, any state of facts an accurate survey might show, zoning regulations, restrictions, rules and ordinances, building restrictions and other governmental regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and to which the Demised Premises may be subject.

3. **Rentals:** (a) Tenant covenants to pay to Landlord, without previous demand therefore and without any delay, defense, set-off, counterclaim, abatement, suspension or deduction whatsoever, a monthly rent of \$7,500, in advance on the first day of each and every calendar month throughout the applicable annual period.

(b) Tenant shall, upon execution of this Lease, deliver to Landlord the sum of \$_____, representing one month's rent, which amount shall be credited to Tenant and applied to the first Monthly Rental installment.

(c) Tenant shall pay to Landlord, on demand, as additional rent, four (4%) percent of any installment of rent and additional rent overdue more than fifteen (15) days.

4. **Utilities:** Tenant shall pay directly to the municipality or utility company involved the rent or charge, which may, during the demised term, be assessed or imposed for the gas, electric, water or other utilities used or consumed in or on the said Premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed, and will also pay the expenses for the setting of a gas, electric, water or other meter in the said Premises should the latter be required. Tenant shall pay any sewer rent or charge imposed upon the building. If the Landlord pays any of such rents, charges or expenses, such amounts shall be deemed additional rent due hereunder and shall be paid by Tenant to Landlord within three days after Landlord notifies Tenant thereof. If Tenant fails to pay any of such rents, charges or expenses or fails to pay Landlord for such additional rent, it shall constitute a default hereunder.

5. Alterations: The Tenant will not make any alterations in the Demised Premises or construct any buildings or additions to the building, or otherwise expand the building on the said Premises without the written consent of the Landlord, and the Tenant will not occupy or use the said Premises, nor permit the same to be occupied or used for any business deemed extra hazardous on account of fire or otherwise, without the like consent. In the event of a breach of any of the foregoing, the term herein shall immediately cease and terminate at the option of the Landlord as if it were the expiration of the original term. In the event Tenant makes any alterations hereunder with the consent of the Landlord, Tenant agrees to comply with the following:

(a) Prior to any work being performed, Tenant agrees to prepare all plans and specifications concerning the same. All such plans and specifications shall be subject to the approval of Landlord. Subsequent to the approval of such plans and specifications by Landlord, Tenant agrees that there shall be no change in said plans and specifications without the further approval of Landlord.

(b) All such alterations shall be performed and completed lien free so that the Premises at all times shall be free of liens for labor or materials supplied or claimed to have been supplied to the Premises.

(c) Tenant shall carry, at Tenant's expense, all necessary Workmen's Compensation and Builder's Risk insurance as required by state law, and shall furnish Landlord with evidence of any and all such coverage.

(d) Any such alterations shall not be undertaken until Tenant shall have procured and paid for all required permits and authorizations of all municipal departments and governmental subdivisions having jurisdiction.

6. Compliance With Laws: The Tenant shall comply with all laws, ordinances, statutes, rules, regulations and requirements of the local, state and federal government and shall comply with all the requirements of the Board of Health, Municipal and State Authorities and Police and Fire Departments and of the Federal Government and of any and all their Departments and Bureaus applicable to said Premises, and will not create or permit any nuisance in the Premises hereby rented, to the annoyance of neighboring occupants. Tenant agrees to comply with the responsibilities of all health, safety, zoning, building and environmental laws, statutes, ordinances, regulation, rules, orders and restrictions of any municipal, state, federal or other governmental authority having jurisdiction with respect to the Demised Premises, and to assume all of the responsibilities imposed by all such laws, statutes, ordinances, regulations, rules, order and restrictions with respect to the Premises and to hold Landlord harmless in connection therewith. Tenant further agrees to indemnify and hold Landlord harmless from any liability, costs and expenses (including, but not limited to, attorneys' fees and litigation costs) arising from any claim for personal injury, property damage, or damage to the environment made, asserted or prosecuted by or on behalf of any person or entity relating in any way to the Premises, and either (i) arising or alleged to arise under any environmental law, statute, regulation, ordinance, rule or order or (ii) asserted as a result of actual, threatened or alleged pollution or contamination by, or exposure to, toxic or hazardous substances, pollutants, contaminants, products, raw materials or other chemicals or substances used in connection with or produced by the Premises, in each case without regard to the form of action, and whether based on strict liability, gross negligence, negligence or any other theory of recovery at law or in equity. Provided, however, notwithstanding this or any other provision of this Lease, Tenant shall not be liable for any environmental damage or environmental condition existing at the Demised Premises prior to Tenant's occupation of the Demised Premises. Tenant represents, covenants and warrants that Tenant shall not use

the Premises in such a manner as to become liable under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S. C. 9601, et seq. ("CERCLA"). In the event that there shall be filed a lien against the Premises pursuant to and in accordance with CERCLA arising from the intentional or unintentional action or omission of Tenant or Tenant's employees, agents, contractors, licensees, invitees, assigns or subtenants, then Tenant shall, within thirty (30) days from the date Tenant is given notice of the lien or in such shorter period of time in the event that the United States, or any agency or subdivision thereof, has commenced steps to cause the Premises to be sold pursuant to the lien, pay the claim and remove the lien from the Premises. If Tenant fails to do so by said period, Landlord shall be entitled to resort to such remedies as are provided in the Lease Agreement as in the case of any default of this Lease Agreement, in addition to such as are permitted by law. Tenant further agrees to comply with all laws applicable to the conduct of its business on the Premises as allowed pursuant to Section 9 below.

7. Use: The Tenant agrees that the Demised Premises shall be used and occupied by Tenant for the use as a _____; provided that such use of the Demised Premises, at all times, shall be in compliance with all applicable laws, ordinances, statutes, regulations and restrictions of record and the Demised Premises shall not be used or occupied for any other purpose without the advance written consent of the Landlord.

Tenant further agrees to keep the Demised Premises in a clean, neat, healthful, aesthetically pleasing, well maintained and orderly condition and to keep the Demised Premises free of (i) debris, (ii) trash, (iii) garbage, or (iv) refuse (except that reasonable amounts of the items referred to in (i) through (iv) above may be kept temporarily in closed containers in the place directed by Landlord), (v) vermin, insects or pests (by virtue of having regular pest extermination), (vi) excessive vibrations, (vii) dangerous materials and (viii) all other nuisances. Tenant further agrees not to burn trash or garbage in the Premises; commit waste in the Demised Premises; cause or permit pipes, lines, conduits, fixtures or appliances in the Demised Premises to be ruined or damaged by freezing, excessive heat or lack of care, maintenance or repair; permit Tenant's agents, employees, customers or invitees to break the law or reasonable rules and regulations adopted by Landlord.

8. Surrender Upon Termination: On the last day or any sooner termination of the Demised Term, Tenant shall quit, surrender and deliver up the Demised Premises, including the buildings, the land and all pipes, plumbing, electric wires, heating and air-conditioning systems and all other appurtenances, broom clean, in good condition and repair (to which end Tenant herein specifically contracts under penalty of forfeiture and damage that it, at all times, will not only keep the Demised Premises in good repair, inside and outside, but will from time to time, as necessary, renew and replace their constituent parts). Tenant, on or before the end of the Demised Term, shall remove from the Premises all of its property and Tenant shall repair any damages caused by the removal of its movable furniture, equipment or trade fixtures. If the Demised Premises be not surrendered as and when aforesaid, Tenant shall indemnify Landlord against loss or liability resulting from the delay by Tenant in so surrendering the Demised Premises.

9. No Landlord Liability: The Landlord shall be exempt from any and all liability for any damage or injury to persons or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building, or from any damage or injury resulting or arising from any other cause or happening whatsoever, unless said damage or injury be caused by or be due to the negligence of the Landlord.

10. Condition of Premises, Maintenance of Premises: (a) Tenant has examined the Premises and is fully satisfied with the physical condition thereof and the taking of possession of the Premises by Tenant shall be conclusive evidence as against Tenant that Tenant takes the Premises and accepts the same" AS IS."

(b) Subsequent to the commencement of this Lease, Tenant agrees that it shall and will keep the Premises in good order and repair during the term hereof. Without limiting the foregoing, Tenant further agrees to be responsible for the maintenance and upkeep of the Premises, including but not limited to, all costs of snow removal and landscaping, costs of maintenance of all utility lines and connections to the Premises, costs of repair of the parking lot and of all driveways and approaches on the Premises.

(c) It is the intention of the parties that this shall be a triple net lease and that Tenant shall be responsible for all maintenance of the Premises and the building located thereon.

(d) Tenant agrees to perform routine, annual maintenance on the HVAC system through a qualified heating and cooling contractor. The Landlord shall be permitted, but shall be under no obligation herein, the right to inspect the Premises with Tenant within sixty (60) days following termination of the Lease to determine whether or not the maintenance/repair/replacement obligations have been met by Tenant prior to returning the security deposit. In the event Tenant has failed to maintain the Premises in accordance with the terms hereof, Landlord shall be permitted to retain the security deposit, in its sole discretion, to pay for the costs of such maintenance, repair or replacement.

11. Defaults: If anyone or more of the following events shall occur:

(a) Tenant shall fail to pay any installment of rent or additional rent as and when the same shall become due and payable and such default shall continue for a period of fifteen (15) days after written notice thereof by Landlord to Tenant; or

(b) Tenant shall default in the performance of or compliance with any of the terms, covenants, agreements, conditions or provisions of this Lease on Tenant's part to be performed and such default shall continue for a period of thirty (30) days after notice thereof by Landlord to Tenant. Lease and all of Tenant's right, title and interest hereunder shall cease and terminate and it shall be lawful for Landlord to remove all persons and property from the Demised Premises by summary proceedings or any other action or proceeding, or by force, or otherwise, anything herein required by any statute or law now or hereafter in force, hereby being waived. The Landlord also, in any of such events, in addition to and not in limitation of any other right or remedy, shall have the right to re-enter the Demised Premises and the same to have again, repossess and enjoy. Tenant shall pay Landlord all of Landlord's costs, expenses and attorneys' fees in and about the enforcement of the covenants and agreements of this Lease. It is agreed that if the Tenant be evicted by summary proceedings or otherwise the Landlord may re-enter the Demised Premises by force or otherwise, without being liable to prosecution therefore, and Landlord may re-let said Premises on behalf of the Tenant, applying any monies collected, first to the expenses of resuming or obtaining possession, including, *but* not limited to, attorneys' fees, then to the payment of the costs and expenses incurred by Landlord in reletting the Premises, and then to the payment of the rent and all other charges due to the Landlord hereunder, and Tenant shall remain liable for any delinquency.

12. Bankruptcy: (a) In the event that Tenant shall become a Debtor under Chapter 7 of

the Bankruptcy Code this Lease shall be terminated, but Landlord's right to be compensated for damages in such liquidation proceeding shall survive.

13. Inspection of Premises: Landlord shall have the right to enter in and upon said Premises at all reasonable hours of the day (and at any time during an emergency) during said term to ascertain if said Premises are kept in proper repair and condition, to inspect the same, to show the Premises to prospective purchasers or for any lawful purpose. The inspection of the premises by the Landlord should not adversely effect or interfere with Tenant's normal business activities.

14. No Waiver: The failure of Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

15. Abandonment of Fixtures and Property: If after default in payment of rent or violation of any other provision of this Lease, or upon the expiration of this Lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or prior to the issuance of the final order of execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

16. Re-entry By Landlord: If default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy. The Tenant hereby expressly waives the service of any notice in writing of intention to re-enter, as provided for in any law of the state in which the Premises are located.

17. Waiver of Right of Redemption: The Tenant waives all rights to redeem under any law of the state in which the Premises are located.

18. Subordination: This Lease is and shall be subject and subordinate to the lien of any deed of trust or fee mortgage which is presently or hereafter may be placed at the request of Landlord on the fee title to the Demised Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees to attorn to the holder of any deed of trust or fee mortgage to which this Lease is subordinate or to any party acquiring title to the Demised Premises pursuant to any right or any power contained in any such deed of trust or fee mortgage or bond or other mortgage instrument or as authorized by law (a "Mortgagee"). Neither the provisions for subordination nor attornment hereinbefore set forth in this Section 26 shall require the execution of any further instrument. However, if the Mortgagee reasonably requests a further instrument expressing such subordination and/or attornment, as the case may be, Tenant agrees to execute the same within fifteen (15) days after notice to do so given in accordance with the provisions of this Lease. Tenant further waives the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give Tenant any right of election to terminate this Lease or to surrender possession of the Demised Premises by reason of the fact that such proceeding is brought by the Mortgagee, and agrees that this Lease shall not be affected in any way whatsoever by any such proceedings.

19. Condemnation: (a) In case the whole of the Demised Premises is taken by right of eminent domain or other authority of law during the term of this Lease, or any renewal term thereof, this

Lease shall terminate. In case a part of the Demised Premises is taken by right of eminent domain or other authority, this Lease, at the election of the Landlord, may be terminated. In the event a portion of the Premises is taken by right of eminent domain or other authority, and such portion consists of any of the building or ten percent (10%) or more of the parking lot on the Premises, then, in either of such events, this Lease may be terminated by Tenant upon thirty (30) days written notice to Landlord thereof. If the entire Premises are taken or if a part of the Demised Premises are taken, then all compensation paid for the taking of the Lease and of the Premises shall belong to Landlord.

20. Notices: All notices given or required to be sent by the parties hereto shall be deemed to be duly given only if sent by registered or certified mail, return receipt requested.

21. Choice of Law: This agreement shall be governed by and shall be construed in accordance with the laws of the state in which the Premises are located, without giving effect to conflicts of laws.

22. Insurance: (a) Tenant shall keep in force throughout the term of this Lease (i) "All risk of physical loss" policy, including Boiler and Machinery, such insurance to be written with a limit equal to 100% of the actual replacement value of the building and improvements comprising the Premises but in an amount not less than \$_____; (ii) if not included in extended coverage under the fire policies aforesaid, insurance against loss or damage by lightning, hail, explosion, windstorm, tornado, cyclone, aircraft damage, vehicle damage, smoke damage and vandalism, together with coverage as to any other casualties as may be required by Landlord; and (iii) Public Liability insurance with a combined single limit for bodily injury/property damage of One Million Dollars (\$1,000,000.00) per occurrence in the event of bodily injury or death, Five Hundred Thousand Dollars (\$500,000.00) per occurrence in the event of property damage, and Two Million Dollars (\$2,000,000.00) annual aggregate, said aggregate to apply on a per location basis and including premises and operations, products;. Said insurance (with the sole exception of worker's compensation/employer's liability), shall include a waiver of subrogation by the insurer with respect to Landlord of any right to recover the amount of any loss resulting from any act or omission or negligence of Landlord, its agents or employees.

(b) All of said policies shall name Tenant and Landlord (the "Owner"), and any mortgagee as insured parties thereunder, as their interests may appear. All such policies shall also provide that they are not cancelable without thirty (30) days' advance written notice to Landlord and any mortgagee, shall contain a standard mortgage endorsement in favor of any mortgagee, if so requested by Landlord, shall provide that losses be adjusted by Landlord and shall provide that the proceeds thereof shall be payable to Landlord. Notwithstanding the provisions of the previous sentence, the proceeds of such insurance may be paid to the mortgagee alone, pursuant to a standard mortgage endorsement.

(c) Tenant shall observe and comply with the requirements of all insurance policies carried under this Lease. Upon failure at any time on the part of Tenant to provide insurance as required herein, Landlord shall be at liberty, from time to time, as often as such failure shall occur, upon ten (10) days' written notice to Tenant, to obtain such insurance and to pay premiums therefore, or to pay any premiums due on any policy obtained by Tenant, and any and all sums to be paid for insurance by Landlord shall be and become and hereby are declared to be additional rent under this Lease, due and payable on the next rent day, or at Landlord's option, on any succeeding rent day. Payment of any such premium by Landlord shall not be deemed a waiver of the default in payment by Tenant, and Landlord, whether or not Landlord shall have paid such premiums, shall have recourse to all remedies hereinabove or hereinafter

provided in the event of default by Tenant in the performance of the terms and conditions of this Lease.

23. Indemnification of Landlord: Tenant agrees to indemnify and save Landlord harmless from and against any and all claims, suits, liabilities, losses, damages and causes of action for damages arising during the term of this Lease, and against any orders or decrees or judgments which may be entered therein, as well as the reasonable cost of defending same: which arises or is alleged to arise from any violation of any agreement or condition of this Lease or of any contract, agreement, restriction or legal requirement affecting the Demised Premises; which is brought for damages or alleged damages resulting from any injury to person and/or property or loss of life sustained in, on or about the Demised Premises and the building and improvements thereon during any term of this Lease or upon the sidewalks, steps, railings and approaches appurtenant thereto by any person or persons whatever; or which is brought for damages or alleged damages resulting from any injury to person and/or property or loss of life arising directly or indirectly, out of the business conducted in the Demised Premises or occurring in, on or about the Demised Premises or any part thereof or on the sidewalks, steps, railings and approaches appurtenant thereto; or which arises or is alleged to arise directly or indirectly, from any act or omission of Tenant, or any concessionaire or assignee or their respective licensees, servants, agents, employees or contractors; and from and against any and all costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon, including the cost and expenses of Landlord in defending any such claim, suit, liability, loss, damage or cause of action for damages, including, but not limited to, reasonable attorneys' fees and including discharge of any judgments arising therefrom.

24. Casualty: In case of damage, by fire or other cause, to the building on the Demised Premises, if the damage is so extensive as to amount practically to the total destruction of the Demised Premises or of the building, or if Landlord shall within a reasonable time decide not to rebuild, this Lease shall cease and come to an end, and the rent shall be apportioned to the time of damage.

25. Real Estate Taxes: Tenant shall pay all real estate taxes during the term of this Lease. Although real estate taxes are paid in arrears, the Tenant will pay the November 2010, May 2011, November 2011, and May 2012 tax installments to satisfy their real estate tax obligation during the term of this Lease.

26. Mechanics Liens: Nothing contained in this Lease shall be construed to or constitute the consent or request of Landlord, express or implied, to any contractor, subcontractor, laborer, materialman or vendor for the performance of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair or demolition on, of or to the Premises or any part thereof

27. Assignment, Subletting and Transfer By Tenant: Tenant shall not mortgage, assign or otherwise encumber, transfer or dispose of this Lease in any manner whatsoever or under any circumstances.

28. Quiet Enjoyment: Landlord covenants that upon Tenant paying the rentals and duly performing and observing all of Tenant's other Lease obligations, covenants and agreements, Tenant peaceably and quietly may have, hold and enjoy the Demised Premises for the Demised Term, subject and subordinate as provided in this Lease. Landlord shall have no liability whatsoever to Tenant for any breach of this covenant occasioned by the acts or omissions of any transferee, successor or assignee of Landlord.

29. Covenants Binding Upon Successors: The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors, heirs, executors, administrators and assigns.

30. Severability: If any term, covenant, condition or provision of this Lease or the application thereof, to any person or circumstance, at any time or to any extent, shall be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

31. Entire Agreement: This writing contains the entire agreement between the parties hereto, and no agent, representative, salesman, or officer of either Landlord or Tenant hereto has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict or modify any of the terms hereof. No modification of this Lease or any of the terms hereof shall be valid or be binding unless such modification shall be in writing and signed by duly authorized officers of both of the parties hereto. Other than as provided in this Lease, Tenant has not relied upon inducements, representations, statements or agreements, whether oral or written, on the part of Landlord or Landlord's representatives.

32. Joint and Several Liability: If more than one party executes this Lease as "Tenant," then the obligations and liabilities of Tenant hereunder shall be joint and several as to each and every such party.

33. Counterparts: This Lease may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one (1) complete original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:

TENANT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

