# MASTER LEASE

THIS MASTER LEASE is made this day of , 20 , between

("Landlord"), whose address is

, and ("Tenant"), whose address is

.

# ARTICLE 1 GENERAL PROVISIONS

* 1. **Consideration.** Landlord enters into this Lease in consideration of the payment by Tenant of the rents herein reserved and the keeping, observance and performance by Tenant of the covenants and agreements of Tenant herein contained.
  2. **Exhibits and Addenda to Lease.** The exhibits and addenda, if any, listed below shall be attached to this Lease and be deemed incorporated in this Lease by this reference. In the event of any inconsistency between such exhibits and addenda and the terms and provisions of this Lease, the terms and provisions of the exhibits and addenda shall control. The exhibits and addenda to this Lease, if any, are:

**Exhibit A** - Legal Description of Land

**Exhibit B** - List of Existing Occupancy Leases

* 1. **Lease Term.** The term of this Lease ("Lease Term") shall commence at noon on , 19 (the "Commencement Date") and shall expire at noon on , 20 .
  2. **Basic Rent.** Tenant covenants and agrees to pay to Landlord, without offset, deduction or abatement, basic rent at the following rates:

[INSERT APPROPRIATE PROVISIONS]

Basic Rent shall be payable monthly in advance, without notice, in equal installments ("Monthly Rent") equal to 1/12th of the applicable annual rent specified above, beginning on the Commencement Date and continuing on the first day of each month thereafter for the balance of the Lease Term. If the Commencement Date is other than the first day of a calendar month, Monthly Rent for the first partial month shall be prorated on a daily basis.

* 1. **Master Lease.** This lease is intended to be a "master lease", and although Tenant shall have the right to occupy all or part of the Demised Premises for Tenant's own purposes, the parties contemplate that Tenant will sublease substantial portions of the Demised

Premises to third parties for use as medical offices, laboratories or medical-related retail operations. The parties also acknowledge that portions of the Demised Premises have previously been leased to third parties pursuant to the leases identified on Exhibit B ("Existing Leases").

Landlord hereby assigns to Tenant all of Landlord's right, title and interest in and to all Existing Leases, all amounts payable thereunder, whether or not presently due or delinquent, and any guarantees or other security for performance of the lessee's obligations under each of the Existing Leases. In consideration of such assignment, Tenant assumes and agrees to perform all of the obligations of the lessor under each of the Existing Leases, to the extent such obligations come due or become performable on or after the Commencement Date. Tenant acknowledges that Tenant has received or been credited with the amount of the security deposit, if any, listed on Exhibit B with respect to each of the Existing Leases.

# ARTICLE 2 DEMISE OF PREMISES

* 1. **Demise.** Subject to the provisions, covenants and agreements herein contained, Landlord hereby leases and demises to Tenant, and Tenant hereby leases from Landlord, the Demised Premises as hereinafter defined for the Lease Term as hereinafter defined, subject to existing covenants, conditions, restrictions, easements and encumbrances affecting the same.
  2. **Demised Premises.** The "Demised Premises" shall mean the Land and the Improvements as hereinafter defined.
  3. **Land.** The "Land" shall mean the parcel of real property more particularly described on Exhibit A attached hereto.
  4. **Improvements.** "Improvements" shall mean the Building, as hereinafter defined, the Parking Area as hereinafter defined, and all other fixtures and improvements presently existing or now under construction on the Land, including landscaping thereon.
  5. **Building.** The "Building" shall mean the Building constructed or to be constructed on the Land, containing approximately square feet of rentable area, commonly known as .
  6. **Parking Area.** The "Parking Area" shall mean that portion of the Land which is or is to be paved and otherwise improved for the parking of motor vehicles.
  7. **Covenant of Quiet Enjoyment.** Landlord covenants and agrees that, at all times during the term of this lease when Tenant is not in default in the keeping, observance and performance of the covenants and agreements of Tenant contained in this Lease, the quiet and peaceable enjoyment of the Demised Premises by Tenant shall not be disturbed or interfered with by Landlord or by any person claiming by, through or under Landlord.
  8. **Condition of Demised Premises.** Tenant covenants and agrees that, upon

taking possession of the Demised Premises, Tenant shall be deemed to have accepted the Demised Premises "as is" and Tenant shall be deemed to have waived any warranty of habitability, suitability for habitation, fitness for a particular purpose or merchantability, express or implied, relating to the Demised Premises.

# ARTICLE 3 PAYMENTS OF RENT

* 1. **Place of Payments.** The Basic Rent and all other sums payable by Tenant to Landlord under this Lease shall be paid to Landlord at Landlord's address specified at the beginning of this Lease or at such other address as Landlord may from time to time designate in writing.
  2. **Lease as Net Lease - Additional Rent.** The parties intend that the Basic Rent provided in this Lease shall be a net payment to Landlord; that the Lease shall continue for the full Lease Term notwithstanding any occurrence preventing or restricting use and occupancy of the Demised Premises, including any damage or destruction affecting the Demised Premises, and any action by governmental authority relating to or affecting the Demised Premises except as otherwise specifically provided in this Lease; that the Basic Rent shall be absolutely payable without offset, reduction or abatement for any cause except as otherwise specifically provided in this Lease; that Landlord shall not be required to pay any costs or expenses or provide any services or do any act in connection with the Demised Premises and that Tenant shall bear all costs and expenses relating to the Demised Premises. Accordingly, Tenant covenants and agrees to pay, in addition to the Basic Rent, as additional rent, all costs and expenses relating to the Demised Premises ("Additional Rent"). The Additional Rent payable by Tenant shall include, but not be limited to, the costs and expenses of (a) taxes and assessments; (b) insurance costs; (c) utility charges; (d) operating expenses; (e) maintenance and repair expenses; (f) advances, if any, by Landlord; (g) interest on past due payments, if any, and (h) other costs and expenses relating to the Demised Premises during or attributable to the Lease Term, all as hereinafter provided in this Lease.
  3. **Monthly Deposits for Taxes and Insurance.** Tenant covenants and agrees to pay to Landlord, monthly in advance, without notice, on each day that payment of Monthly Rental is due, 1/12 of the amounts, as reasonably estimated from time to time by Landlord, of the annual taxes and assessments and annual insurance premiums payable by Tenant with respect to the Demised Premises ("Monthly Deposits") and, if the Monthly Deposits are insufficient to pay the actual taxes and assessments or insurance premiums payable by Tenant with respect to the Demised Premises, to pay to Landlord, within 10 days after demand by Landlord, such amounts as are necessary to provide Landlord with sufficient funds to pay the same. To the extent the Monthly Deposits exceed the actual taxes and assessments or insurance premiums payable, the excess amount shall, at Landlord's option, except as may be otherwise provided by law, either be paid to Tenant or credited against the future Monthly Deposits or

against Basic Rent, Additional Rent or other amounts payable by Tenant under this Lease. The amounts of taxes and assessments and of insurance premiums payable by Tenant for the years in which the Lease Term commences and expires shall be subject to the provisions hereinafter contained in this Lease for proration of such amounts in such years. Prior to the dates on which payment is due for taxes and assessments and insurance premiums, Landlord shall make payment of such taxes and assessments and insurance premiums, to the extent of funds from Monthly Deposits available therefor and, upon request by Tenant, shall furnish Tenant with a copy of any receipt for such payments. Except for Landlord's obligation to make payments out of funds available from Monthly Deposits, the making of Monthly Deposits by Tenant shall not limit or alter Tenant's obligation to pay taxes and assessments and to maintain insurance as elsewhere provided in this Lease.

* 1. **Security Deposit.** Concurrently with the execution of this Lease, Tenant has deposited with Landlord, as a security deposit, the sum of $ (the "Security Deposit"). The Security Deposit shall be retained by Landlord and may be applied by Landlord, to the extent necessary, to pay and cover any loss, cost, damage or expense, including attorneys' fees sustained by Landlord by reason of the failure of Tenant to comply with any provision, covenant or agreement of Tenant contained in this Lease. To the extent not necessary to cover such loss, cost, damage or expense, the Security Deposit shall be returned to Tenant within 60 days after expiration of the Lease Term or as may be otherwise provided by law. The Security Deposit shall not be considered as an advance payment of rent or as a measure of the loss, cost, damage or expense which is or may be sustained by Landlord. In the event all or any portion of the Security Deposit is applied by Landlord to pay any such loss, cost, damage or expense, Tenant shall, from time to time, promptly upon demand, deposit with Landlord such amounts as may be necessary to replenish the Security Deposit to its original amount.
  2. **General Provisions as to Monthly Deposits and Security Deposit.** Landlord shall be free to commingle the Monthly Deposits and Security Deposit with Landlord's own funds and Landlord shall not be obligated to pay interest to Tenant on account of the Monthly Deposits or the Security Deposit. In the event of a transfer by Landlord of Landlord's interest in the Demised Premises, Landlord may deliver the Monthly Deposits and Security Deposit to the transferee of Landlord's interest and Landlord shall thereupon be discharged from any further liability to Tenant with respect to such Monthly Deposits and Security Deposit. In the event of a transfer by Tenant of Tenant's interest in the Demised Premises, Landlord shall be entitled to return the Monthly Deposits and Security Deposit to Tenant's successor in interest and Landlord shall thereupon be discharged from any further liability with respect to the Monthly Deposits and Security Deposit.

# ARTICLE 4

**TAXES AND ASSESSMENTS**

* 1. **Covenant to Pay Taxes and Assessments.** Tenant covenants and agrees to pay, as Additional Rent, the Taxes and Assessments, as hereinafter defined, which accrue

during or are attributable to the Lease Term. "Taxes and Assessments" shall mean all taxes, assessments or other impositions, general or special, ordinary or extraordinary, of every kind or nature, which may be levied, assessed or imposed upon or with respect to the Demised Premises or any part thereof, or upon any building, improvements or personal property at any time situated thereon.

* 1. **Proration at Commencement and Expiration of Term.** Taxes and Assessments shall be prorated between Landlord and Tenant for the year in which the Lease Term commences and for the year in which the Lease Term expires as of, respectively, the Commencement Date and the date of expiration of the Lease Term, except as hereinafter provided. For the year in which the Lease Term commences, Tenant shall be liable without proration for the full amount of Taxes and Assessments relating to improvements, fixtures, equipment or personal property installed by or on behalf of Tenant. Additionally, for the year in which the Lease Term expires, Tenant shall be liable without proration for the full amount of Taxes and Assessments relating to any improvements, fixtures, equipment or personal property which Tenant is required or permitted to remove or in fact removes as of the expiration of the Lease Term. Proration of Taxes and Assessments shall be made on the basis of actual Taxes and Assessments. Tenant's pro rata share of Taxes and Assessments for the years in which the Lease Term commences and expires shall be paid and deposited with the Landlord through Monthly Deposits as hereinabove provided, but, in the event actual Taxes and Assessments for either year are greater or less that as estimated for purposes of Monthly Deposits, appropriate adjustment and payment shall be made between the parties, at the time the actual Taxes and Assessments are known, as may be necessary to accomplish proration, as herein provided.
  2. **Special Assessments.** In the event any taxes or assessments are payable in installments over a period of years, Tenant shall be responsible only for installments for periods during the Lease Term with proration, as above provided, of any installment payable prior or after the expiration of the Lease Term.
  3. **New or Additional Taxes.** Tenant's obligation to pay Taxes and Assessments shall include any Taxes and Assessments of a nature not presently in effect but which may hereafter be levied, assessed or imposed upon Landlord or upon the Demised Premises if such tax shall be based upon or arise out of the ownership, use or operation of or the rents received from the Demised Premises, other than income taxes of Landlord. For the purposes of computing Tenant's liability for such new type of tax or assessment, the Demised Premises shall be deemed the only property of Landlord.
  4. **Tenant's Right to Contest Taxes.** Without limiting the right of Landlord to contest any Taxes and Assessments levied against the Demised Premises' Tenant shall have the right to contest any Taxes or Assessments payable by Tenant provided Tenant shall, in good faith and with due diligence, contest the same or the validity thereof by appropriate legal proceedings which shall have the effect of preventing the collection of the tax or assessment and the sale or fore closure of any lien for such tax or assessment and provided that Tenant shall give Landlord such reasonable security as may be requested by Landlord to insure payment of the

amount of any such tax or assessment and the discharge of any lien for such tax or assessment, together with any interest and penalties which may accrue with respect thereto. Tenant shall have the right, at its sole expense, to institute and prosecute, in Landlord's name, any suit or action to contest any tax or assessment payable by Tenant or to recover the amount of any such tax or assessment but, in such event, Tenant hereby covenants and agrees to indemnify and save Landlord harmless from any and all costs and expenses, including attorneys' fees, in connection with any such suit or action. Any funds recovered by Tenant as a result of any such suit or action shall belong to Tenant except to the extent any such recovery relates to a period of time which is not part of the Lease Term. Any part of such recovery relating to a period not part of the Lease Term, shall be paid to Landlord.

# ARTICLE 5 INSURANCE

* 1. **Casualty Insurance.** Tenant shall obtain at Tenant's expense, and shall keep in full force and effect during the Lease Term, Casualty Insurance as hereinafter defined. "Casualty Insurance" shall mean fire and extended coverage insurance with respect to all buildings and improvements and, at Landlord's option, fixtures on the Demised Premises, insuring the interests of both Landlord and Tenant, in an amount equal to the full replacement cost thereof, with a "guaranteed amount" endorsement in lieu of any coinsurance clause and with coverage, at Landlord's option, by endorsement or otherwise, for all risks, vandalism and malicious mischief, sprinkler leakage, boilers, and rental loss, and with a deductible amount approved by Landlord. Landlord may require that such Casualty Insurance name any mortgagee or holder of a deed of trust as an insured party as its interest may appear. Tenant shall also be responsible for obtaining, at Tenant's option, cost and expense, insurance coverage for property of Tenant and for loss of sublease rents in the event of a casualty affecting the Demised Premises.
  2. **Liability Insurance.** Tenant covenants and agrees to obtain and keep in full force and effect during the Lease Term, and to pay the premiums and costs of, Liability Insurance as hereinafter defined. "Liability Insurance" shall mean comprehensive general liability insurance covering public liability with respect to the ownership, use and operation of the Demised Premises, with limits of not less than $5,000,000 combined single limit of liability, with endorsements for assumed contractual liability with respect to the liabilities assumed by Tenant under Section 7.24 of this Lease, and with no deductible, retention or self insurance provision contained therein, unless otherwise approved in writing by Landlord.
  3. **General Provisions Respecting Insurance.** Except as otherwise approved in writing by Landlord, all insurance obtained by Tenant shall be on forms and with insurers selected or approved by Landlord, which approval shall not be unreasonably withheld; shall name Landlord and the holder of any first mortgage or deed of trust encumbering the Demised Premises as insured parties, as their interests may appear; shall contain a waiver of rights of subrogation as among Tenant, Landlord and the holder of any such first mortgage or

deed of trust; and shall provide, by certificate of insurance or otherwise, that the insurance coverage shall not be cancelled or altered except upon 30 days prior written notice to Landlord and the holder of any such first mortgage or deed of trust. Certificates of insurance obtained by Tenant shall be delivered to Landlord who may deposit the same with the holder of any such first mortgage or deed of trust.

* 1. **Cooperation in the Event of Loss.** Landlord and Tenant shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

# ARTICLE 6

**UTILITY, OPERATING, MAINTENANCE AND REPAIR EXPENSES**

* 1. **Utility Charges.** Tenant covenants and agrees to pay all charges for water, sewage disposal, gas, electricity, light, heat, power, telephone or other utility services used, rendered or supplied to or for the Demised Premises and to contract for the same in Tenant's own name.
  2. **Operating Expenses.** Tenant covenants and agrees to pay all costs and expenses of operations on or relating to the Demised Premises, including costs and expenses for utilities, trash and garbage disposal, janitorial and cleaning services, gardening and landscaping services, security services, removal of snow and ice from parking areas, sidewalks and driveways serving the Demised Premises, painting, replacement of damaged or broken glass and other breakable materials in or serving the Demised Premises and replacement of lights and light fixtures in or serving the Demised Premises and to contract for the same in Tenant's own name.
  3. **Maintenance and Repair Expenses.** Tenant covenants and agrees to maintain, repair, replace and keep the Demised Premises and all improvements, fixtures and personal property thereon in good, safe and sanitary condition, order and repair and in accordance with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction; to pay all costs and expenses in connection therewith; and to contract for the same in Tenant's own name. Without limiting the generality of the foregoing, Tenant shall be responsible for ordinary and necessary maintenance and repair of the Demised Premises; shall be responsible for maintenance and upkeep of grass, trees, shrubs and landscaping on the Demised Premises, including replanting where necessary; shall be responsible for keeping parking areas, landscaped areas, sidewalks and driveways on the Demised Premises free from litter, dirt, debris, obstruction; and shall be responsible for maintenance, repair and replacement of all improvements on the Demised Premises, whether interior or exterior, structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen. All maintenance, repairs and replacement shall be done promptly, in a good and workmanlike fashion, and without diminishing the original quality of the Improvements.

# ARTICLE 7

**OTHER COVENANTS OF TENANT**

* 1. **Use of Demised Premises.** Tenant covenants and agrees not to use or permit use of the Demised Premises for any purpose not permitted by existing zoning provisions and existing private covenants, if any, that are binding on the Land and are recorded in the county in which the Land is located.
  2. **Compliance with Laws.** Tenant covenants and agrees that nothing shall be done or kept on the Demised Premises in violation of any law, ordinance, order, rule or regulation of any governmental authority having jurisdiction and that the Demised Premises shall be used, kept and maintained in compliance with any such law, ordinance, order, rule or regulation and with the certificate of occupancy issued for the improVements on the Demised Premises.
  3. **Compliance with Insurance Requirements.** Tenant covenants and agrees that nothing shall be done or kept on the Demised Premises which might impair or increase the cost of insurance maintained with respect to the Demised Premises, which might increase the insured risks or which might result in cancellation of any such insurance.
  4. **No Waste or Impairment of Value.** Tenant covenants and agrees that nothing shall be done or kept on the Demised Premises which might impair the value of the Demised Premises, including any improvements thereon or which would constitute waste.
  5. **No Hazardous Use.** Tenant covenants and agrees that nothing shall be done or kept on the Demised Premises which might be unsafe or hazardous to any person or property and that no improvements, changes, alterations, additions, maintenance or repairs shall be made to the Demised Premises which might be unsafe or hazardous to any person or property.
  6. **No Structural or Electrical Overloading.** Tenant covenants and agrees that nothing shall be done or kept on the Demised Premises and that no improvements, changes, alterations, additions, maintenance or repairs shall be made to the Demised Premises which might impair the structural soundness of improvements constructed on the Demised Premises, which might result in an overload of electrical lines serving the Demised Premises or which might interfere with electric or electronic equipment in or on any adjacent or nearby premises. In the event of violation hereof, Tenant covenants and agrees to immediately remedy the violation at Tenant's expense and in compliance with all requirements of governmental authorities and insurance underwriters.
  7. **No Nuisance, Noxious or Offensive Activity.** Tenant covenants and agrees that no noxious or offensive activity shall be carried on upon the Demised Premises nor shall anything be done or kept on the Demised Premises which may be or become a public or private nuisance or which may cause embarrassment, disturbance, or annoyance to others on

adjacent or nearby premises.

* 1. **No Annoying Lights, Sounds or Odors.** Tenant covenants and agrees that no light shall be emitted from the Demised Premises which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from the Demised Premises which is unreasonably loud or annoying; and no odor shall be emitted from the Demised Premises which is or might be noxious or offensive to others on adjacent or nearby premises.
  2. **No Unsightliness.** Tenant covenants and agrees that no unsightliness shall be permitted on the Demised Premises which is visible from any adjacent or nearby premises. Without limiting the generality of the foregoing, all unsightly conditions, equipment, objects and conditions shall be kept enclosed within the building on the Demised Premises; no refuse, scrap. debris, garbage, trash. bulk materials or waste shall be kept, stored or allowed to accumulate on the Demised Premises except as may be enclosed within the building on the Demised Premises or appropriately screened from view; all pipes, wires, poles, antennae and other facilities for utilities or the transmission or reception of audio or visual signals or electricity shall be kept and maintained underground or enclosed within the building on the Demised Premises or appropriately screened from view; and no temporary structure shall be placed or permitted on the Demised Premises without the prior written consent of Landlord.
  3. **No Animals.** Tenant covenants and agrees that no animals shall be permitted or kept on the Demised Premises.
  4. **Restriction on Signs and Exterior Lighting.** Tenant covenants and agrees that no signs or advertising devices of any nature shall be erected or maintained on the Demised Premises and no exterior lighting shall be permitted on the Demised Premises except as approved in writing by Landlord.
  5. **No Violation of Covenants.** Tenant covenants and agrees not to commit, suffer or permit any violation of any covenants, conditions or restrictions affecting the Demised Premises.
  6. **Restriction on Changes and Alterations.** Tenant shall not remove, demolish or make any structural change in any improvements on the Demised Premises, including landscaping and parking areas ("Major Changes"), without the prior written consent of Landlord, which consent shall not be unreasonably withheld, and unless Tenant complies with all conditions which may be imposed by Landlord, in its reasonable discretion, in connection with such consent; and unless Tenant pays to Landlord the reasonable costs and expenses of Landlord for architectural, engineering or other consultants which may be reasonably incurred by Landlord in determining whether to approve any such Major Changes. If such consent is given, no such Major Changes shall be permitted unless Tenant shall have procured and paid for all necessary permits and authorizations from any governmental authorities having jurisdiction; unless such Major Changes will not reduce the value of the Demised Premises, and will not affect or impair existing insurance on the Demised Premises; and unless Tenant, at Tenant's sole cost and

expense, shall maintain or cause to be maintained workmen's compensation insurance covering all persons employed in connection with the work and obtain liability insurance covering any loss or damage to persons or property arising in connection with any such Major Changes and such other insurance or bonds as Landlord may reasonably require. Tenant covenants and agrees that any such Major Changes approved by Landlord shall be completed with due diligence and in a good and workmanlike fashion and in compliance with conditions imposed by Landlord and all applicable permits, authorizations, laws' ordinances, orders, rules and regulations of governmental authorities having jurisdiction and that the costs and expenses with respect to such Major Changes shall be paid promptly when due and that the Major Changes shall be accomplished free of liens of mechanics and materialmen. Tenant covenants and agrees that all such Major Changes shall become the property of the Landlord at the expiration of the Lease Term or, if Landlord so requests, Tenant shall, at or prior to expiration of the Lease Term and at its sole cost and expense, remove such Major Changes and restore the Demised Premises to their condition prior to such Major Changes.

* 1. **No Mechanics' Liens.** Tenant covenants and agrees not to permit or suffer, and to cause to be removed and released. any mechanics, materialmen or other lien on account of supplies, machinery, tools, equipment, labor or material furnished or used in connection with the construction, alteration, improvement, addition to or repair of any building, structure or improvement on the Demised Premises. Tenant shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien, provided that Tenant shall give to Landlord such security as may be reasonably requested by Landlord to insure the payment of any amounts claimed, including interests and costs, and to prevent any sale, foreclosure or forfeiture of any interest in the Demised Premises on account of any such lien and provided that, on final determination of the lien or claim for lien, Tenant shall immediately pay any judgment rendered, with interest and costs, and will cause the lien to be released and any judgment satisfied.
  2. **No Other Encumbrances.** Tenant covenants and agrees not to obtain any financing secured by Tenant's interest in the Demised Premises and not to encumber the Demised Premises or Landlord or Tenant's interest therein, without the prior written consent of Landlord and to keep the Demised Premises free from all liens and encumbrances except liens and encumbrances existing upon the Commencement Date or liens and encumbrances created by Landlord.
  3. **Subordination to Landlord Mortgages.** Tenant covenants and agrees that, at Landlord's option, this Lease and Tenant's interest in the Demised Premises shall be junior and subordinate to any mortgage or deed of trust now or hereafter encumbering the Demised Premises provided that, as to any mortgage or deed of trust given hereafter, the mortgagee or beneficiary under such mortgage or deed of trust agrees in writing, or adequate provision is made in the mortgage or deed of trust, that, in the event of foreclosure of any such mortgage or deed of trust, Tenant shall not be disturbed in its possession of the Demised Premises provided only that Tenant shall attorn to the party acquiring title to the Demised Premises as the result of such foreclosure. No act or further agreement by Tenant shall be

necessary to establish the subordination of this Lease to any such mortgage or deed of trust but Tenant covenants and agrees, upon request of Landlord, to execute such documents as may be necessary or appropriate to confirm and establish this Lease as subordinate to any such mortgage or deed of trust in accordance with the foregoing provisions. Alternatively, Tenant covenants and agrees that, at Landlord's option, Tenant shall execute documents as may be necessary to establish this Lease and Tenant's interest in the Demised Premises as superior to any such mortgage or deed of trust. If Tenant fails to execute any documents required to be executed by Tenant under the provisions hereof, Tenant hereby makes, constitutes and irrevocably appoints Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead to execute any such documents.

* 1. **No Assignment or Subletting.** Tenant shall not assign this Lease or any interest therein without Landlord's prior written consent, which consent shall not be unreasonably withheld. However, Tenant shall be free, without such consent, to sublease space in the Demised Premises to third parties from time to time; provided, that no such sublease shall provide for a term (including any renewal or extension term) that extends beyond the end of the Lease Term unless Landlord has expressly consented in writing to such sublease.
  2. **Annual Financial Statements.** Tenant covenants and agrees to furnish to Landlord annually, within 90 days after the end of each fiscal year of Tenant, copies of financial statements of Tenant audited, if requested by Landlord, by a certified public accountant and agrees that Landlord may deliver any such financial statements to any existing or prospective mortgagee or purchaser of the Demised Premises. The financial statements shall include a balance sheet as of the end of, and a statement of profit and loss for, the preceding fiscal year of Tenant and, if regularly prepared by Tenant, a statement of sources and use of funds for the preceding fiscal year of Tenant.
  3. **Payment of Income and Other Taxes.** Tenant covenants and agrees to pay promptly when due all personal property taxes on personal property of Tenant on the Demised Premises and all federal, state and local income taxes, sales taxes, use taxes, social security taxes, unemployment taxes and income taxes or social security taxes withheld from wages or salaries paid to Tenant's employees, the nonpayment of which might give rise to a lien on the Demised Premises or Tenant's interest therein, and to furnish, if requested by Landlord, evidence of such payments.
  4. **Estoppel Certificates.** Tenant covenants and agrees to execute, acknowledge and deliver to Landlord, upon Landlord's written request. a written statement certifying that this Lease is unmodified (or, if modified, stating the modifications) and in full force and effect; stating the dates to which Basic Rent has been paid; stating the amount of the Security Deposit held by Landlord; stating the amount of Monthly Deposits held by Landlord for the then tax and insurance year; and stating whether or not Landlord is in default under this Lease (and, if so, specifying the nature of the default). Tenant agrees that such statement may be delivered to and relied upon by any existing or prospective mortgagee or purchaser of the Demised Premises. Tenant agrees that a failure to deliver such a statement within 10 days after

written request from Landlord shall be conclusive upon Tenant that this Lease is in full force and effect without modification except as may be represented by Landlord; that there are no uncured defaults by Landlord under this Lease; and that any representations by Landlord with respect to Basic Rent, the Security Deposit and Monthly Deposits are true.

* 1. **Landlord's Right to Inspect and Show Premises and to Install For Sale Signs.** Tenant covenants and agrees that Landlord and the authorized representatives of Landlord shall have the right to enter the Demised Premises at any reasonable time during ordinary business hours for the purposes of inspecting, repairing or maintaining the same or performing any obligations of Tenant which Tenant has failed to perform hereunder or for the purposes of showing the Demised Premises to any existing or prospective mortgagee, purchaser or lessee of the Demised Premises. Tenant covenants and agrees that Landlord may at any time and from time to time place on the Demised Premises a sign advertising the Demised Premises for sale or for lease.

# Landlord's Title To Improvements, Fixtures and Building Equipment.

Tenant covenants and agrees that all improvements and fixtures on the Demised Premises and all equipment and personal property relating to the use and operation of the Demised Premises (as distinguished from operations incident to the business of Tenant), including all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment, whether or not attached to or affixed to the Demised Premises, and whether now or hereafter located upon the Demised Premises, shall be and remain the property of the Landlord upon expiration of the Lease Term.

* 1. **Removal of Tenant's Equipment.** Tenant covenants and agrees to remove, at or prior to the expiration of the Lease Term, all of Tenant's Equipment, as hereinafter defined. "Tenant's Equipment" shall mean all equipment, apparatus, machinery, signs, furniture, furnishings and personal property used in the operation of the business of Tenant (as distinguished from used in the operation of the Demised Premises). If such removal shall injure or damage the Demised Premises Tenant covenants and agrees, at its sole cost and expense, at or prior to the expiration of the Lease Term, to repair such injury and damage in good and workmanlike fashion and to place the Demised Premises in the same condition as the Demised Premises would have been if such Tenant's Equipment had not been installed. If Tenant fails to remove any Tenant's Equipment by the expiration of the Lease Term, Landlord may, at its option, keep and retain any such Tenant's Equipment or dispose of the same and retain any proceeds thereof and Landlord shall be entitled to recover from Tenant any costs or expenses of Landlord in removing the same and in restoring the Demised Premises in excess of the actual proceeds, if any, received by Landlord from disposition thereof.
  2. **Tenant Indemnification of Landlord.** Tenant covenants and agrees to protect, indemnify and save Landlord harmless from and against all liability, obligations, claims, damages, penalties, causes of action, costs and expenses, including attorneys' fees, imposed upon, incurred by or asserted against Landlord by reason of (a) any accident, injury to or death of any person or loss of or damage to any property occurring on or about the Demised Premises or the adjoining sidewalks, curbs, streets or ways; (b) any act or omission of Tenant or Tenant's

officers, employees, agents, guests or invitees or of anyone claiming by, through or under Tenant; (c) any use which may be made of, or condition existing upon, the Demised Premises;

(d) any improvements, fixtures or equipment upon the Demised Premises; (e) any failure on the part of Tenant to perform or comply with any of the provisions, covenants or agreements of Tenant contained in this Lease; (f) any violation of any law, ordinance, order, rule or regulation of governmental authorities having jurisdiction by Tenant or Tenant's officers, employees, agents, guests or invitees or by anyone claiming by, through or under Tenant; and (g) any repairs, maintenance or Changes to the Demised Premises. Tenant further covenants and agrees that, in case any action, suit or proceeding is brought against Landlord by reason of any of the foregoing, Tenant will, at Tenant's sole cost and expense, defend Landlord in any such action, suit or proceeding.

* 1. **Waiver by Tenant.** Tenant waives and releases any claims Tenant may have against Landlord or Landlord's officers, agents or employees for loss, damage or injury to person or property sustained by Tenant or Tenant's officers, agents, employees, guests, invitees or anyone claiming by, through or under Tenant resulting from any cause whatsoever other than gross negligence or willful misconduct.
  2. **Release upon Transfer by Landlord.** In the event of a transfer by Landlord of the Demised Premises or of Landlord's interest as landlord under this Lease, Landlord's successor or assign shall take subject to and be bound by this Lease and, in such event, Tenant covenants and agrees that Landlord shall be released from all obligations of Landlord under this Lease, except obligations which arose and matured prior to such transfer by Landlord; that Tenant shall thereafter look solely to Landlord's successor or assign for satisfaction of the obligations of Landlord under this Lease; and that, upon demand by Landlord or Landlord's successor or assign, Tenant shall attorn to such successor or assign.

# ARTICLE 8 DAMAGE OR DESTRUCTION

* 1. **Tenant's Notice of Damage.** If any portion of the Demised Premises shall be damaged or destroyed by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord ("Tenant's Notice of Damage").
  2. **Options to Terminate if Damage Substantial.** Upon receipt of Tenant's Notice of Damage, Landlord shall promptly proceed to determine the nature and extent of the damage or destruction and to estimate the time necessary to repair or restore the Demised Premises. As soon as reasonably possible Landlord shall give written notice to Tenant stating Landlord s estimate of the time necessary to repair or restore the Demised Premises ("Landlord's Notice of Repair Time"). If Landlord reasonably estimates that repair or restoration of the Demised Premises cannot be completed within 180 days from the time of Tenant's Notice of Damage, Landlord and Tenant shall each have the option to terminate this Lease. In the event, however, that the damage or destruction was caused by the act or omission of Tenant or Tenant's

officers, employees, agents, guests or invitees or of anyone claiming by, through or under Tenant, Landlord shall have the option to terminate this Lease if Landlord reasonably estimates that the repair or restoration cannot reasonably be completed within 180 days from the time of Tenant's Notice of Damage, but Tenant shall not have the option to terminate this Lease. Any option granted hereunder shall be exercised by written notice to the other party given within 10 days after Landlord's Notice of Repair Time. In the event either Landlord or Tenant exercises its option to terminate this Lease, the Lease Term shall expire 10 days after the notice by either Landlord or Tenant exercising such party's option to terminate this Lease. In the event of termination of this Lease under the provisions hereof, Landlord shall refund to Tenant such amounts of Basic Rent, and Additional Rent theretofore paid by Tenant as may be applicable to the period subsequent to the time of Tenant’s ,Notice of Damage less the reasonable value of any use or occupation of the Demised Premises by Tenant subsequent to the time of Tenant's Notice of Damage.

* 1. **Obligations to Repair and Restore.** In the event neither Landlord nor Tenant exercises its option to terminate this Lease pursuant to the provisions of Section 8.2, this Lease shall continue in full force and effect and Landlord shall proceed forthwith to cause the Demised Premises to be repaired and restored with reasonable diligence and there shall be abatement of Basic Rent and Additional Rent proportionate to the extent of the space and period of time that Tenant is unable to use and enjoy the Demised Premises. Landlord may, at its option, require Tenant to arrange for and handle the repair and restoration of the Demised Premises, in which case Landlord shall furnish Tenant with sufficient funds for such repair and restoration, at the time or times such funds are needed, utilizing any proceeds from insurance and any additional funds necessary to cover the costs of repair or restoration.
  2. **Application of Insurance Proceeds.** The proceeds of any Casualty Insurance maintained on the Demised Premises, other than casualty insurance maintained by Tenant on fixtures and personal property of Tenant, shall be paid to and become the property of Landlord, subject to any obligation of Landlord to cause the Demised Premises to be repaired and restored.

# ARTICLE 9 CONDEMNATION

* 1. **Definitions.** For purposes of this Article 9, "Taking" shall mean the taking of all or any portion of the Demised Premises as a result of the exercise of the power of eminent domain or condemnation for public or quasi-public use or the sale of all or part of the Demised Premises under the threat of condemnation. A "Substantial Taking" shall mean a Taking of so much of the Demised Premises that the Demised Premises cannot thereafter be reasonably used by Tenant for carrying on, at substantially the same level or scope, the business theretofore conducted by Tenant on the Demised Premises. An "Insubstantial Taking" shall mean a Taking such that the Demised Premises can thereafter continue to be used by Tenant for carrying on, at substantially the same level or scope, the business theretofore conducted by

Tenant on the Demised Premises.

* 1. **Termination on Substantial Taking.** If there is a Substantial Taking with respect to the Demised Premises, the Lease Term shall expire on the date Landlord is required to surrender possession pursuant to such Taking. In the event of termination of this Lease under the provisions hereof, Landlord shall refund to Tenant such amounts of Basic Rent and Additional Rent thereto fore paid by Tenant as may be applicable to the period subsequent to the time of termination of this Lease.
  2. **Restoration on Insubstantial Taking.** In the event of an Insubstantial Taking, this Lease shall continue in full force and effect, Tenant shall be entitled to an abatement of Basic Rent and Additional Rent proportionate to the extent of the space so taken and Landlord shall proceed forthwith to cause the Demised Premises to be restored as near as may be to the original condition thereof. Landlord may, at its option, require Tenant to arrange for and handle the restoration of the Demised Premises, in which case Landlord shall furnish Tenant with sufficient funds for such restoration, at the time or times such funds are needed, utilizing the proceeds of any awards or consideration received as a result of the Taking and any additional funds necessary to cover the costs of restoration.
  3. **Right to Award.** The total award, compensation, damages or consideration received or receivable as a result of a Taking ("Award") shall be paid to and be the property of Landlord, whether the Award shall be made as compensation for diminution of the value of the leasehold or the fee of the Demised Premises or otherwise and Tenant hereby assigns to Landlord, all of Tenant's right, title and interest in and to any such Award. Tenant covenants and agrees to execute, immediately upon demand by Landlord, such documents as may be necessary to facilitate collection by Landlord of any such Award.

# ARTICLE 10 DEFAULTS BY TENANT

* 1. **Defaults Generally.** Each of the following shall constitute a "Default by Tenant" under this Lease:
  2. **Failure to Pay Rent Or Other Amounts.** A Default by Tenant shall exist if Tenant fails to pay when due, Basic Rent, Additional Rent, Monthly Deposits, or any other amounts payable by Tenant under the terms of this Lease, and such failure shall continue for 5 days after written notice from Landlord to Tenant of such failure, provided however, that Tenant shall not be entitled to more than two notices of such failure during any lease year and if, after two such notices are given in any lease year, Tenant fails, during such lease year, to pay any such amounts when due, such failure shall constitute a Default by Tenant without further notice by Landlord.
  3. **Violation of Lease Terms.** A Default by Tenant shall exist if Tenant

breaches or fails to comply with any agreement, term, covenant or condition in this Lease applicable to Tenant, and such breach or failure to comply continues for a period of 20 days after notice thereof by Landlord to Tenant, or, if such breach or failure to comply cannot be reasonably cured within such 20 day period, if Tenant shall not in good faith commence to cure such breach or failure to comply within such 20 day period or shall not diligently proceed therewith to completion.

* 1. **Failure to Occupy Demised Premises.** A Default by Tenant shall exist if Tenant shall fail to occupy and use the Demised Premises within 15 days after the Commencement Date or shall leave the Demised Premises unoccupied for 15 consecutive days or shall vacate and abandon the Demised Premises.
  2. **Transfer of Interest Without Consent.** Except as provided in Section 7.17, a Default by Tenant shall exist if Tenant's interest under this Lease or in the Demised Premises shall be transferred to or pass to or devolve upon any other party without Landlord's prior written consent.
  3. **Execution and Attachment against Tenant.** A Default by Tenant shall exist if Tenant's interest under this Lease or in the Demised Premises shall be taken upon execution or by other process of law directed against Tenant, or shall be subject to any attachment at the instance of any creditor or claimant against Tenant and said attachment shall not be discharged or disposed of within 15 days after the levy thereof.
  4. **Bankruptcy or Related Proceedings.** A Default by Tenant shall exist if Tenant shall file a petition in bankruptcy or insolvency or for relief, reorganization or arrangement under the bankruptcy laws of the United States or under any similar act of any state, or shall voluntarily take advantage of any such law or act by answer or otherwise, or shall be dissolved or shall make an assignment for the benefit of creditors or if involuntary proceedings under any such bankruptcy or insolvency law or for the dissolution of Tenant shall be instituted against Tenant or a receiver or trustee shall be appointed for the Demised Premises or for all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or such receivership or trusteeship vacated within 60 days after such institution or appointment.

# ARTICLE 11 LANDLORD'S REMEDIES

* 1. **Remedies Generally.** Upon the occurrence of any Default by Tenant, Landlord shall have the right, at Landlord's election, then or at any time thereafter, to exercise any one or more of the following remedies:
  2. **Cure by Landlord.** In the event of a Default by Tenant, Landlord may, at Landlord's option, but without obligation to do so, and without releasing Tenant from any obligations under this Lease, make any payment or take any action as Landlord may deem

necessary or desirable to cure any such Default by Tenant in such manner and to such extent as Landlord may deem necessary or desirable. Landlord may do so without demand on, or written notice to, Tenant and without giving Tenant an opportunity to cure such Default by Tenant.

Tenant covenants and agrees to pay to Landlord, within 10 days after demand, all advances, costs and expenses of Landlord in connection with the making of any such payment or the taking of any such action, including reasonable attorneys' fees, together with interest as hereinafter provided, from the date of payment of any such advances, costs and expenses by Landlord.

Action taken by Landlord may include commencing, appearing in, defending or otherwise participating in any action or proceeding and paying, purchasing, contesting or compromising any claim, right, encumbrance, charge or lien with respect to the Demised Premises which Landlord, in its discretion, may deem necessary or desirable to protect its interest in the Demised Premises and under this Lease.

* 1. **Termination of Lease and Damages.** In the event of a Default by Tenant, Landlord may terminate this Lease, effective at such time as may be specified by written notice to Tenant' and demand (and, if such demand is refused, recover) possession of the Demised Premises from Tenant. Tenant shall remain liable to Landlord for damages in an amount equal to the Basic Rent, Additional Rent and other sums which would have been owing by Tenant hereunder for the balance of the term, had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Demised Premises by Landlord subsequent to such termination, after deducting all Landlord's expenses in connection with such recovery of possession or reletting. Landlord shall be entitled to collect and receive such damages from Tenant on the days on which the Basic Rent, Additional Rent and other amounts would have been payable if this Lease had not been terminated. Alternatively, at the option of Landlord, Landlord shall be entitled to recover forthwith from Tenant, as damages for loss of the bargain and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, represents the excess, if any, of (a) the aggregate of the Basic Rent, Additional Rent and all other sums payable by Tenant hereunder that would have accrued for the balance of the Lease Term, over (b) the aggregate rental value of the Demised Premises for the balance of the Lease Term, both discounted to present worth at a rate that is one percentage point per annum less than the "Prime Rate" (as hereinafter defined) in effect on the first day of the calendar year in which the Default by Tenant occurred.
  2. **Repossession and Reletting.** In the event of Default by Tenant, Landlord may reenter and take possession of the Demised Premises or any part thereof, without demand or notice, and repossess the same and expel Tenant and any party claiming by, under or through Tenant, and remove the effects of both using such force for such purposes as may be necessary, without being liable for prosecution on account thereof or being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or right to bring any proceeding for breach of covenants or conditions. No such reentry or taking possession of the Demised Premises by Landlord shall be construed as an election by Landlord to terminate this Lease unless a written notice of such intention is given to Tenant. No notice from Landlord hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves

the right, following any reentry or reletting, to exercise its right to terminate this Lease by giving Tenant such written notice, in which event the Lease will terminate as specified in said notice.

After recovering possession of the Demised Premises, Landlord may, from time to time, but shall not be obligated to, relet the Demised Premises, or any part thereof, for the account of Tenant, for such term or terms and on such conditions and upon such other terms as Landlord, in its uncontrolled discretion, may determine. Landlord may make such repairs, alterations or improvements as Landlord may consider appropriate to accomplish such reletting, and Tenant shall reimburse Landlord upon demand for all costs and expenses, including attorneys' fees, which Landlord may incur in connection with such reletting. Landlord may collect and receive the rents for such reletting but Landlord shall in no way be responsible or liable for any failure to relet the Demised Premises, or any part thereof, or for any failure to collect any rent due upon such reletting. Notwithstanding Landlord's recovery of possession of the Demised Premises, Tenant shall continue to pay on the dates herein specified, the Basic Rent, Additional Rent and other amounts which would be payable hereunder if such repossession had not occurred. Upon the expiration or earlier termination of this Lease, Landlord shall refund to Tenant any amount, without interest, by which the amounts paid by Tenant, when added to the net amount, if any, recovered by Landlord through any reletting of the Demised Premises, exceeds the amounts payable by Tenant under this Lease. If, in connection with any reletting, the new lease term extends beyond the existing term, or the premises covered thereby include other premises not part of the Demised Premises, a fair apportionment of the rent received from such reletting and the expenses incurred in connection therewith will be made in determining the net amount recovered from such reletting.

* 1. **Landlord's Lien and Enforcement.** Tenant hereby grants to Landlord a security interest in all personal property of Tenant now or hereafter located on the Demised Premises as security for the performance of Tenant's obligations under this Lease. Tenant covenants and agrees, upon request by Landlord from time to time, to execute and deliver such financing statements as may be necessary or desirable to perfect the security interest hereby granted. In the event of a Default by Tenant, Landlord may foreclose the security interest hereby granted in any manner permitted by law.
  2. **Suits by Landlord.** Actions or suits for the recovery of amounts and damages payable under this Lease may be brought by Landlord, from time to time, at Landlord's election, and Landlord shall not be required to await the date upon which the Lease Term would have expired to bring any such action or suit.
  3. **Recovery of Enforcement Costs.** All costs and expenses incurred by Landlord in connection with collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees whether or not any action is commenced by Landlord, shall be paid by Tenant to Landlord upon demand.
  4. **Interest on Past Due Payments and Advances.** Tenant covenants and agrees to pay to Landlord interest on demand at the rate of 2% above the "Prime Rate," as

hereinafter defined, on the amount of any Monthly Rent or Monthly Deposit not paid when due, from the date due and payable, and on the amount of any payment made by Landlord required to have been made by Tenant under this Lease and on the amount of any costs and expenses, including reasonable attorneys' fees, paid by Landlord in connection with the taking of any action to cure any Default by Tenant, from the date of making any such payment or the advancement of such costs and expenses by Landlord. "Prime Rate" shall mean the rate charged by the Bank, a national banking association (the "Bank"), or other bank as hereinafter provided, at the time said Monthly Rent or Monthly Deposit was due and payable or at the time of making any such payment or the advancement of such costs and expenses by Landlord as aforesaid, on 90 day loans to commercial borrowers of nationally recognized and unquestioned credit as announced by the Bank from time to time, but not in excess of the maximum amount of finance charge permissible under applicable law. In the event that the Bank ceases to exist as an operating commercial bank or discontinues announcement of a Prime Rate, the Prime Rate being charged by any other national banking association located in

, , as selected by Landlord in its sole discretion, shall be used for computing the interest rate under this section.

* 1. **Landlord's Bankruptcy Remedies.** Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove and obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding, an amount equal to the maximum allowable by any statute or rule of law governing such proceeding in effect at the time when such damages are to be proved, whether or not such amount be greater, equal or less than the amounts recoverable, either as damages or rent, under this Lease.
  2. **Remedies Cumulative.** Exercise of any of the remedies of Landlord under this Lease shall not prevent the concurrent or subsequent exercise of any other remedy provided for in this Lease or otherwise available to Landlord at law or in equity.

# ARTICLE 12 SURRENDER AND HOLDING OVER

* 1. **Surrender upon Lease Expiration.** Upon the expiration or earlier termination of this Lease, or on the date specified in any demand for possession by Landlord after any Default by Tenant, Tenant covenants and agrees to surrender possession of the Demised Premises to Landlord, in the same condition as when Tenant first occupied the Demised Premises, ordinary wear and tear excepted.
  2. **Holding Over.** If Tenant shall hold over after the expiration of the Lease Term, without written agreement providing otherwise, Tenant shall be deemed to be a tenant from month to month, at a monthly rental, payable in advance, equal to 150% of the Monthly Rental, and Tenant shall be bound by all of the other terms, covenants and agreements of this Lease. Nothing contained herein shall be construed to give Tenant the right to hold over at any time, and Landlord may exercise any and all remedies at law or in equity to recover possession

of the Demised Premises as well as any damages incurred by Landlord due to Tenant s failure to vacate the Demised Premises and deliver possession to Landlord as herein provided.

# ARTICLE 13 MISCELLANEOUS

* 1. **No Implied Waiver.** No failure by Landlord to insist upon the strict performance of any term, covenant or agreement contained in this Lease, no failure by Landlord to exercise any right or remedy under this Lease, and no acceptance of full or partial payment during the continuance of any Default by Tenant, shall constitute a waiver of any such term, covenant or agreement or a waiver of any such right or remedy or a waiver of any such Default by Tenant.
  2. **Survival of Provisions.** Notwithstanding any termination of this Lease, the same shall continue in force and effect as to any provisions hereof which require observance or performance by Landlord or Tenant subsequent to termination.
  3. **Covenants Independent.** This Lease shall be construed as if the covenants herein between Landlord and Tenant are independent, and not dependent, and Tenant shall not be entitled to any offset against Landlord if Landlord fails to perform its obligations under this Lease.
  4. **Tenant's Remedies.** Tenant may bring a separate action against Landlord for any claim Tenant may have against Landlord under this Lease, provided Tenant shall first give written notice thereof to Landlord and shall afford Landlord a reasonable opportunity to cure any such default. In addition, Tenant shall send notice of such default by certified or registered mail, postage prepaid, to the holder of any mortgage or deed of trust covering the Demised Premises or any portion thereof of Whose address Tenant has been notified in writing, and shall afford such holder a reasonable opportunity to cure any alleged default on Landlord's behalf. In no event will Landlord be responsible for any damages incurred by Tenant, including, but not limited to, loss of profits or interruption of business as a result of any default by Landlord hereunder.
  5. **Covenants as Conditions.** Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.
  6. **Binding Effect.** This Lease shall extend to and be binding upon the heirs, executors, legal representatives, successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Lease shall be construed as covenants running with the Land.
  7. **Short Form Lease.** This Lease shall not be recorded, but the parties agree, at the request of either of them, to execute a short form lease for recording, containing the

names of the parties, a description of the Demised Premises and the Lease term.

* 1. **Notices and Demands.** All notices, demands or billings under this Lease shall be in writing, signed by the party giving the same and shall be deemed properly given and received when actually received or three business days after mailing, if sent by registered or certified United States Mail, postage prepaid, addressed to the party to receive the notice at the address set forth for such party in the first paragraph of this Lease or at such other address as either party may notify the other of in writing.
  2. **Time of the Essence.** Time is of the essence under this Lease, and all provisions herein relating thereto shall be strictly construed.
  3. **Captions for Convenience.** The headings and captions hereof are for convenience only and shall not be considered in interpreting the provisions hereof.
  4. **Severability.** If any provision of this Lease shall be held invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and there shall be deemed substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.
  5. **Governing Law.** This Lease shall be interpreted and enforced according to the laws of the State of .
  6. **Entire Agreement.** This Lease and any exhibits and addenda referred to herein, constitute the final and complete expression of the parties' agreements with respect to the Demised Premises and Tenant's occupancy thereof. Each party agrees that it has not relied upon or regarded as binding any prior agreements, negotiations, representations, or understandings, whether oral or written, except as expressly set forth herein.
  7. **No Oral Amendment or Modifications.** No amendment or modification of this Lease, and no approvals, consents or waivers by Landlord under this Lease, shall be valid or binding unless in writing and executed by the party to be bound.
  8. **Real Estate Brokers.** Each party represents and warrants to the other that the representing party has not used the services of, or been represented by, any broker, finder or similar person in connection with the negotiations leading to the execution of this Lease, and agrees to indemnify the other party against any expense or liability incurred by the other party in connection with any claim for any commission or other payment by any broker or other agent whose claim is based on a relationship with the representing party.
  9. **Relationship of Landlord and Tenant.** Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than

the relationship of Landlord and Tenant.

* 1. **Limitation on Personal Liability of Landlord.** Notwithstanding anything to the contrary contained in this Lease, it is understood and agreed that there shall be no personal liability on the part of the Landlord or any of its beneficiaries, successors or assigns, with respect to any of the terms, covenants and conditions of this Lease, and Tenant shall look solely to the equity of Landlord in the Demised Premises in the event of any default or liability of Landlord under this Lease, such exculpation of liability to be absolute and without any exception whatsoever.
  2. **Authority of Tenant.** Each individual executing this Lease on behalf of Tenant represents and warrants that he is duly authorized to deliver this Lease on behalf of Tenant and that this Lease is binding upon Tenant in accordance with its terms.

IN WITNESS WHEREOF the parties hereto have caused this Lease to be executed the day and year first above written.

# LANDLORD:

By

# TENANT:

By