

RESTAURANT LEASE AGREEMENT

This Agreement of Lease (the "Lease") is made effective this _____, day of _____, 2021, (the "Effective Date") by and between [LANDLORD], a company organized and existing under the laws of the State of _____ ("Landlord") and [TENANT], a corporation organized and existing under the laws of the State of _____ ("Tenant").

In consideration of rents and other charges provided for herein and the covenants and conditions hereinafter set forth, Landlord and Tenant hereby covenant and agree as follows:

ARTICLE 1 - DEFINITIONS

As used in this Lease, the following words and phrases have the following meanings:

1.0 **"Building"** means the restaurant building, including the foundation, sides, roof and internal components of the building, all as constructed upon the Real Property. Building does not mean the Parking Areas and other Improvements, nor does it mean or include the furniture, fixtures or equipment installed therein by Tenant.

1.1 **"Expiration Date"** means the last day of the Lease Term, or if the term of this Lease has been extended or if this Lease has been renewed, the Expiration Date shall be the last day of the term as so extended or renewed. If this Lease is canceled or terminated prior to the originally fixed Expiration Date, then the Expiration Date shall be the date on which this Lease is so canceled or terminated.

1.2 **"Force Majeure"** means any period of delay which arises from or through acts of God; explosion, sabotage, accident, riot, or civil commotion; act of war, fire or other casualty; and delays caused by the other party.

1.3 **"Hazardous Materials"** means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of Persons.

1.4 **"Improvements"** means the improvements as constructed or installed upon the Real Property excluding the Building.

1.5 **"Insurance Requirements"** means the applicable provisions of any insurance policy covering the Leased Premises; all requirements of the issuer of any such policy; and the

applicable regulations and other requirements of the National Board of Fire Underwriters, any applicable local board of fire underwriters, and any other body exercising a similar function.

1.6 "Landlord's Agents" means Landlord's employees, servants, licensees, assignees, contractors, subcontractors, material men, suppliers, heirs, successors, legatees and devisees.

1.7 "Lease Year" means a period of twelve (12) consecutive months during the Lease Term commencing on the Commencement Date, if the Commencement Date is the first of the month, or the first day of the next month following the Commencement Date, if such Commencement Date is not the first day of a month.

1.8 "Leased Premises" means the Building, Improvements and Real Property.

1.9 "Mortgage" means any mortgage, deed of trust, or debt which may now or later constitute a consensual encumbrance or a lien upon the Leased Premises, and any renewals, modifications, consolidations, replacements and extensions of any such instrument.

1.10 "Mortgagee" means the holder of any Mortgage.

1.11 "Parking Areas" means the portions of the Real Property which are currently improved as parking areas.

1.12 "Person" means an individual, fiduciary, estate, trust, partnership, firm, association, corporation or other organization or a government or governmental authority.

1.13 "Real Property" means the real estate described in **Exhibit "A"** together with any rights-of-way, easements or restrictions appurtenant thereto.

1.14 "Real Property Taxes" means all real estate taxes and assessments, including special assessments, determined on a cash basis and all costs and fees incurred by Landlord, with the consent of Tenant, which consent may be withheld in Tenant's sole and absolute discretion, in contesting or negotiating with public authorities as to any of the same, which may be a lien against the Leased Premises. Landlord agrees that as to special assessments that Landlord will, to the extent Landlord is permitted to do so, elect to pay the same over the longest time frame Landlord is permitted to take to pay or satisfy the same.

1.15 "Tenant's Agents" means Tenant's employees, servants, licensees, tenants, subtenants, assignees, contractors, subcontractors, materialmen, suppliers, heirs, successors, legatees, and devisees.

ARTICLE 2 - LEASED PREMISES, LEASE TERM, TERM CERTIFICATE/ SHORT FORM LEASE AND OPTIONS TO RENEW LEASE

2.1 Leased Premises. Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the Leased Premises.

2.2 Lease Term. The term of this Lease ("Lease Term") shall commence on the Effective Date ("Commencement Date") and shall continue for a period of not less than five (5) years thereafter (unless sooner terminated as herein provided), or for such longer period of time thereafter as is necessary to assure the Expiration Date of this Lease occurs on the last day of the month occurring five (5) years after the Commencement Date if the Commencement Date occurs on a day other than the first day of a month.

2.3 Short Form Lease. Upon request of either party, and after determination of the information necessary to complete the same, the other party shall execute (a) a document prepared by the party requesting the same in proper form for recording, setting forth the exact Commencement Date and Expiration Date of the Lease Term hereof and/or (b) a short form lease or memorandum of lease prepared by the party requesting the same in proper form for recording, setting forth the Commencement Date, Expiration Date, the legal description of the Real Property, and any other material provision of this Lease, excepting only any and all rent and/or economic/fiscal information which shall not be included thereon. The party requesting and preparing the document described in subsection (b) above may record the same at its own expense.

2.4 Option(s) to Renew. Provided Tenant is not then in default of the terms of this Lease, Tenant shall have the option to renew this Lease upon the same terms and conditions for two (2) additional, consecutively-occurring terms of five (5) years each ("Renewal Term") by giving written notice of its election to do the same not later than 180 days prior to the expiration of the initial term of this Lease or the then-current Renewal Term, as applicable. For the second and final Renewal Term, the Base Rent of the Leased Premises shall be equal to the "Fair Market Rental Rate" as set forth in Article 4 section 2 below.

ARTICLE 3 - CONDITION OF LEASED PREMISES

3.1 Acceptance. Landlord has made no representation or warranty, express or implied, with respect to the condition of the Leased Premises or the fitness of the Leased Premises for any particular purpose. Tenant acknowledges that Tenant has fully investigated and is familiar with the size, dimensions, and physical condition of the Leased Premises. By execution of the Lease, Tenant accepts the Leased Premises in its current "as-is" "where-is" condition, and acknowledges that Landlord has made no representation, promise, covenant, or agreement to modify or otherwise alter the condition of the Leased Premises from that condition in which the Leased Premises currently exists.

ARTICLE 4 - RENT

4.1 Base Rent. Tenant covenants and agrees to pay to Landlord, without notice or demand, at Landlord's Notice Address, as rent for the Leased Premises during the Term (excluding such options to renew) the sum of _____ (\$_____), payable in monthly installments as follows:

<u>Lease Years</u>	<u>Annual Amount</u>	<u>Amount Per Month</u>
[_____]	\$ _____	\$ _____
[_____]	\$ _____	\$ _____
[_____]	\$ _____	\$ _____
[_____]	\$ _____	\$ _____

("Base Rent"), in advance upon the first day of each and every month commencing thirty (30) days after the Effective Date and continuing thereafter through and including the last month of the Lease Term.

4.2 Fair Market Rental Rates. The Fair Market Rental Rate for the Premises shall be a "Base Rent," and additional rent shall be added thereto as provided within the Lease. In order to determine the Fair Market Rental Rate for the Premises, Landlord and Tenant shall within 30 days after Landlord's receipt of Tenant's notice to Landlord of its election to renew the Lease for the Second Renewal Term in accordance with Section 2.4 above, but under no circumstances sooner than 12 months prior to the commencement date of the Second Renewal Term, and otherwise at an agreed upon time and place, simultaneously provide written notice to the other of such party's respective determination of the Fair Market Rental Rate for the Premises stated as a "Base/Minimum Rental" number, at a fixed amount for the Renewal Term [e.g. Base Rent (or Minimum Rent) shall be "X" dollars per leaseable square foot per Lease Year for the entire Renewal Term]. If either party fails to provide such written notice of its determination at such appointed time, the party's whose determination was submitted shall be the Fair Market Rental Rate for the Premises. Once submitted in the event the lower of the two submissions is greater than ninety percent of the higher of the two submissions, the Fair Market Rental Rate for the Premises shall be the average of the two. In the event the lower of the two submissions is equal to or less than ninety percent of the higher of the two submissions, Landlord and Tenant shall in good faith attempt to reach agreement on the Fair Market Rental Rate for the Premises based solely upon similar sized and located spaces and without any adjustment for the fact that the Premises will be delivered on an AS IS basis, and without any tenant allowance or free rent period, and any rate so agreed to by Landlord and Tenant shall equal the Fair Market Rental Rate under the Lease. If Landlord and Tenant do not reach agreement within 30 days, the matter shall be referred to an arbitrator who shall be reasonably acceptable to Landlord and Tenant. If Landlord and Tenant cannot agree on an arbitrator within 30 days after the expiration of the aforementioned 30 day period, Landlord and Tenant shall each appoint a duly certified and/or licensed real estate agent or MAI appraiser whose business address is located not more than 50 miles of the metropolitan area in which the Premises are located, and whose business is primarily retail leasing or appraising of retail space, provided that if either party fails to notify the other of

their selection within 10 days after the expiration of the aforementioned 30 day period, the arbitrator selected by the party who did so notify the other shall be the sole arbitrator. If each party duly appoints an arbitrator in accordance with the terms hereof, the two arbitrators shall in good faith attempt to reach agreement on the Fair Market Rental Rate for the Premises based solely upon similar sized and located spaces and without any adjustment for the fact that the Premises will be delivered on an AS IS basis, and without any tenant allowance or free rent period, and any rate so agreed to by such arbitrators shall be the Fair Market Rental Rate for the Premises. If such arbitrators are unable to agree upon the Fair Market Rental Rate for the Premises within 30 days after the later of their respective appointment dates, then within 30 days the arbitrators shall at an agreed upon time and place simultaneously provide written notice to the other of such party's respective determination of the Fair Market Rental Rate for the Premises stated as a "Base/Minimum Rental" number, at a fixed amount for the Renewal Term [e.g. Base Rent (or Minimum Rent) shall be "X" dollars per leaseable square foot per Lease Year for the entire Renewal Term]. If either party fails to provide such written notice of its determination at such appointed time, the party's whose determination was submitted shall be the Fair Market Rental Rate for the Premises. Once submitted in the event the lower of the two submissions is greater than ninety percent of the higher of the two submissions, the Fair Market Rental Rate for the Premises shall be the average of the two. In the event the lower of the two submissions is equal to or less than ninety percent of the higher of the two submissions, the two arbitrators shall appoint an independent third duly qualified arbitrator reasonably acceptable to each party's arbitrator, and such third arbitrator shall within 30 days of his/her appointment make his/her own determination of the Fair Market Rental Rate for the Premises based solely upon similar sized and located spaces and without any adjustment for the fact that the Premises will be delivered on an AS IS basis, and without any tenant allowance or free rent period, and such determination shall be averaged with the determination of the determination made by the other two arbitrators which is the closest to it, and the average so determined shall be the Fair Market Rental Rate as used in the Lease. Each party shall pay the fees and expenses of the appraiser appointed by such party, and any fee or other remuneration due or payable to the third independent arbitrator shall be split equally by Landlord and Tenant.

4.3 Miscellaneous Rent Provisions.

(A) Except as provided in subsection (B) below, if Tenant shall fail to pay any installment of Base Rent, or any item of additional rent or any additional charge provided for herein the date the same becomes due and payable, then Tenant shall also pay to Landlord a late payment service charge of 5% of the payment so overdue.

(B) Anything herein to the contrary notwithstanding, Landlord agrees the first time during any lease year (and provided the same does not occur more than 3 times in any five years) that Tenant fails to make a payment to Landlord in such a manner so that but for this sentence subsection (A) above would apply, Landlord will provide notice to Tenant that Landlord has not received the payment of Base Rent, or any item of additional rent or any additional charge provided for herein when due and payable, and if Tenant makes such payment within two (2) business days of receipt of such notice, Landlord agrees not to charge the late payment service charge described in subsection (A) above.

(C) If the Commencement Date is other than the first day of a month, Tenant shall pay on the Commencement Date a prorated partial monthly Base Rent for the period prior to the first day of the next calendar month, and thereafter monthly Base Rent payments shall be made not later than the first day of each calendar month.

4.4 Real Property Taxes.

(A) *Payment of Real Property Taxes by Landlord.* Landlord shall (unless Landlord and Tenant agree to the contrary) pay or cause to be paid all Real Property Taxes assessed or imposed upon the Leased Premises which become due or payable during the Lease Term. In the event an element of what is included within Real Property Taxes may be paid, at the option of the taxpayer, over time, through installments, without incurring additional penalties, Landlord shall elect to pay such element over the longest eligible period, and only that portion of such element coming due during the Lease Term shall be included within the operation of this Article. Landlord shall, if requested by Tenant, provide evidence of such payment to Tenant.

(B) *Tenant's Obligation Relative to Real Property Taxes.* Tenant shall pay to Landlord, as additional rent, an amount equal to the amount of all Real Property Taxes assessed or imposed upon the Leased Premises which become due or payable during the Lease Term, such proportionate share to be prorated for periods from the Commencement Date and through the Expiration Date which do not constitute full calendar months or years.

(C) *Payment by Tenant.* Tenant shall pay to Landlord, as additional rent, the amount required pursuant to subsection (B) above not later than ten (10) days prior to the date when Landlord is required to pay the Real Property Taxes pursuant to subsection (A) above. Landlord shall provide Tenant written notice of its obligation to make such payment, together with the amount of such payment (which notice shall include a copy of the bill for the same as received from the applicable governmental authority) not later than thirty (30) days prior to the date that Tenant is required to pay to Landlord the additional rent pursuant to subsection (B) above.

(D) *Other Taxes.* Any governmental tax or charge (other than income tax) levied, assessed, or imposed on account of the payment by Tenant or receipt by Landlord, or based in whole or in part upon, the rents in this Lease reserved or upon the Leased Premises or the value thereof shall be paid by Tenant.

4.5 Additional Rent. All amounts required or provided to be paid by Tenant under this Lease shall be deemed rent, and the failure to pay the same shall be treated in all events as the failure to pay rent.

4.6 Payments for Tenant. If Landlord pays any monies or incurs any expense to correct a default of this Lease by Tenant or to do anything in this Lease required to be done by Tenant, all amounts so paid or incurred shall be considered additional rent payable by Tenant with the first monthly Base Rent installment thereafter becoming due and payable, and may be collected as by law provided in the case of rent. Nothing set forth within this Section shall give the Landlord the

right to undertake any action on behalf of Tenant (or pay any monies on behalf of Tenant) without first complying with any notice or other provisions of this Lease otherwise required to be complied with by Landlord.

ARTICLE 5 - UTILITIES AND SERVICES

5.1 Utilities. Tenant shall not install any equipment which can exceed the capacity of any utility facilities servicing the Leased Premises and if any equipment installed by Tenant requires additional utility facilities, the same shall be installed at Tenant's expense in compliance with all code requirements and plans and specifications which must be approved in writing by Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Tenant shall be solely responsible for and promptly pay all charges for use or consumption of sewer, gas, electricity, water and all other utility services. If Landlord makes available electrical service, Tenant agrees to purchase the same from Landlord and pay Landlord for the electrical service (based upon Landlord's determination from time to time of Tenant's consumption of electricity), as additional rent, on the first day of each month in advance (and prorated for partial months), commencing on the Commencement Date, as herein defined, at the same cost as would be charged to Tenant from time to time by the utility company which otherwise would furnish such services to the Leased Premises if it provided such services and metered the same directly to the Leased Premises. If Landlord elects to supply water, Tenant shall pay Landlord at the same cost as would be charged to Tenant by the utility company which otherwise would furnish such device to the Leased Premises if it provided such services and metered the same directly to the Leased Premises.

5.2 Enforcement and Termination. Landlord shall not be liable to Tenant in damages or otherwise if any utilities or services, whether or not furnished by Landlord hereunder, are interrupted or terminated because of repairs, installation or improvements, or any cause beyond Landlord's reasonable control (provided the need for such repairs, installations or improvements is not the proximate result of the negligence of Landlord or Landlord's Agents, and provided Landlord uses commercially reasonable efforts to minimize the interruption to Tenant), nor shall any such termination relieve Tenant of any of its obligations under this Lease. Tenant shall operate the Leased Premises in such a way as shall not waste fuel, energy or natural resources. Landlord may cease to furnish any one or more of said utilities or services to Tenant without liability for the same, and no discontinuance of any utilities or services shall constitute a constructive eviction, provided the utility previously being provided by Landlord (which Landlord is now electing not to furnish) is readily available with no additional "tap in" or "start up" fees and at no effective increase in rates or charges from another supplier of such utility service.

ARTICLE 6 - CONDUCT OF BUSINESS BY TENANT

6.1 Use of Leased Premises. The Leased Premises shall be occupied and used by Tenant for the purpose of conducting Tenant's restaurant, food and beverage, catering and food carryout business, some limited ancillary retail sales (i.e. sale of shirts, hats or the like with the Tenant's company logo on them) and the sale of alcoholic beverages. The overall theme of Tenant's

restaurant shall be the sale of _____ and other casual food service, and Tenant shall not vary from the same without the consent of Landlord, which consent Landlord may withhold in its absolute discretion.

6.2 Operation by Tenant. Tenant covenants and agrees that it will store all garbage, trash, rubbish and other refuse in rat-proof and insect-proof containers and will remove the same frequently and regularly all at Tenant's costs; not permit any sound system audible outside the Building except music played at reasonable decibel levels or sports information provided at reasonable decibel levels for outside dining areas; keep all mechanical equipment in good working order and condition (provided the preceding is not intended to supersede the effect of Section 7.7 herein); not commit or permit waste or a nuisance upon the Leased Premises; not permit or cause odors to emanate or be dispelled from the Leased Premises except as normally accustomed to the restaurant industry, specifically taking into account that there may be food service provided to outdoor seating areas; comply with all laws, ordinances, rules and regulations of governmental, public, private and other authorities and agencies, including the Environmental Protection Agency, and including those with authority over the use or occupancy of the Leased Premises; comply with the Insurance Requirements; not permit any noxious, toxic or corrosive fuel or gas, dust, dirt or fly ash on the Leased Premises; not discharge refuse or oil; and not place a load on the floors inside the Leased Premises which exceeds the floor load per square foot for which such floors were designed to carry.

6.3 Exterior and Structural Alterations. Except as may be contemplated by the Tenant's work, described in Section 3.1 herein, Tenant will not paint, decorate or change the architectural treatment of any part of the exterior of the Building nor make any structural alterations, additions or changes to the Building without Landlord's written approval thereto, which consent Landlord may withhold in its sole and absolute discretion.

6.4 Interior Painting, Redecorating and the Like. Tenant may not paint, install wall coverings, redecorate, re-carpet, move or relocate non load-bearing interior walls or otherwise alter the appearance of the interior of the Building without the consent of Landlord, which consent Landlord agrees not to unreasonably withhold, condition or delay.

6.5 Hazardous Materials. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Real Property by Tenant, or Tenant's Agents.

6.6 Signage. Tenant may not place any signage on the exterior of the Building or within the Parking Areas or within other portions of the Real Property outside of the Building or is otherwise visible in any way from the exterior of the Building without the consent of Landlord, which consent Landlord shall not unreasonably withhold, condition, or delay. Further, all signage on the Leased Premises which is visible in any way from the exterior of the Premises must comply with applicable zoning and building codes and restrictions.

ARTICLE 7 - REPAIRS AND MAINTENANCE OF LEASED PREMISES

7.1 General Maintenance Obligations of Tenant. Tenant shall at all times keep the Building (including entrances and vestibules) and all partitions, window and window frames and moldings, glass, doors, door openers, fixtures, equipment and appurtenances thereof (including lighting) and all other parts of the Leased Premises not required herein to be maintained by Landlord, in good order, condition and repair and clean, orderly, sanitary and safe.

7.2 Repairs of Building Components by Tenant. Tenant shall keep or cause to be kept the heating, ventilating, and air conditioning systems and the electrical, plumbing and sewage pipes and conduits located on or within the confines of the Building in reasonable working order, repair and condition.

7.3 Repair and Maintenance of Parking Areas by Tenant. Tenant shall be responsible for the repair and maintenance of the Parking Areas, and shall resurface the same at its expense.

7.4 Repair and Maintenance of Equipment and Fixtures by Tenant. Tenant shall be responsible for the repair and maintenance of Tenant's equipment, fixtures and appurtenances.

7.5 Repair Obligations of Tenant Upon Surrender of Leased Premises. At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises in the same condition as it was in on the Commencement Date, reasonable wear and tear and damage by fire or other casualty excepted.

7.6 Landlord's Right to Undertake Repairs and Maintenance. If Tenant fails to perform its obligations under this Article, Landlord may, but shall not be obligated to, perform Tenant's obligations or perform work resulting from Tenant's acts, actions or omissions and add the cost of the same to the next installment of monthly Base Rent due hereunder. Prior to undertaking any such action as authorized by this Section, and notwithstanding any other term or condition of this Lease, Landlord shall provide Tenant with ten (10) days advance written notice of its intent to undertake the same. During such ten (10) day period, Tenant may perform such work itself, or if Tenant in good faith believes such work is not required of Tenant or is not Tenant's responsibility pursuant to the terms of this Lease, Tenant may request a meeting with Landlord, and Landlord shall thereafter meet with Tenant and discuss with Tenant the need for and responsibility for completing the same. Both parties agree to act in a commercially reasonable manner in determining the same. If, however, the parties are unable to agree to the same after such meeting, the parties agree to submit the same to a single arbitrator appointed by the parties to determine the same. If the parties cannot agree to an arbitrator to determine such matter within ten (10) days following such meeting, then either party may request the Judge of the Franklin County Probate court appoint such arbitrator, or if neither party requests the same, then either party may seek a declaratory judgment from a court of competent jurisdiction as to such matter, and each agrees to refrain from any further action relative to the same until such a determination is made by such court.

7.7 Repair and Maintenance Obligations of Landlord. Anything herein to the contrary notwithstanding, Landlord shall be responsible to repair and maintain the foundation of the Building, the side walls of the Building, the roof of the Building, and any other element of the

Building which would comprise part of, or would be an integral element of, the structural components thereof. Tenant shall thereafter pay as part of its monthly rent the cost of such repairs amortized over the useful life of the same as determined by the Landlord at an interest rate equal to the equivalent U.S. Treasury certificate for such period of time.

7.8 Miscellaneous Exceptions to Repair and Maintenance Obligations.

(A) The repair and maintenance obligations set forth in this Article shall not apply in case of damage or destruction by fire or other casualty or condemnation or eminent domain, in which events the obligations of the parties shall be controlled by Article 13 and Article 14.

(B) Anything herein to the contrary notwithstanding, Tenant shall not be responsible to repair and/or maintain any damage to any portion of the Leased Premises arising as the proximate result of the negligent acts or omissions of Landlord or Landlord's Agents.

ARTICLE 8 - FIXTURES AND ALTERATIONS

8.1 Removal and Restoration by Tenant. All alterations, changes and additions and all improvements, including leasehold improvements, made by Tenant shall remain Tenant's property during the term of the Lease. Any such alterations, changes, additions and improvements shall immediately upon the expiration or termination of this Lease become Landlord's property, be considered part of the Leased Premises, and shall not be removed at or prior to the end of the Lease Term (or any extensions thereto) without Landlord's written consent, which consent Landlord may withhold in its sole and absolute discretion.

8.2 Tenant Shall Discharge All Liens. Tenant shall promptly pay all contractors and material men, and not permit or suffer any lien or encumbrance to attach to the Leased Premises or any part thereof, and Tenant shall indemnify and save harmless Landlord against the same. If any such lien or encumbrance attaches or is claimed as a result of the actions of Tenant or Tenant's Agents, Tenant shall either pay and satisfy the same, or if Tenant disputes the amount or validity of the same, Tenant shall notify Landlord of such dispute, at which time Landlord may, at its option, require that Tenant provide, at Tenant's option, a bond, indemnity, or cash sufficient to satisfy such encumbrance or lien, to be held in escrow by Landlord until such lien or encumbrance is discharged and released, at which time Landlord shall return such bond, indemnity or cash to Tenant.

**ARTICLE 9 - INSURANCE, WAIVER OF SUBROGATION, WAIVER AND RELEASE,
AND INDEMNIFICATION**

9.1 By Landlord.

(A) Landlord shall carry "special" form property coverage insurance on the Building, Improvements in an amount equal to the full replacement cost/value thereof, excluding therefrom only items which are customarily excluded from such policies, such as the cost of footers, pilings, and foundations.

(B) Landlord may, at its option, carry such public liability insurance, in addition to that required to be carried by Tenant pursuant to Section 9.2 herein, as it should so elect.

(C) Tenant shall reimburse the Landlord the entire cost of any insurance premiums incurred by Landlord pursuant to subsections (A) and (B) of this Section within ten (10) days of the date Landlord provides to Tenant evidence that Landlord has paid the same.

9.2 By Tenant.

(A) Tenant agrees to carry public liability insurance on the Leased Premises during the term hereof, covering the Tenant and naming the Landlord as a "named insured" with limits of not less than Two Million Dollars (\$2,000,000.00) (or such additional amount as Landlord shall reasonably request) and with companies of recognized responsibility.

(B) Tenant also agrees to carry property coverage insurance against fire and such other risks for the full insurable value, covering all of Tenant's inventory, trade fixtures, furnishings, wall coverings, floor coverings, carpeting, drapes, equipment and all items of personal property of Tenant located on or within the Building in such amounts as Landlord shall reasonably request.

9.3 Miscellaneous Insurance Requirements.

(A) All policies of insurance required pursuant to this Article shall contain a provision requiring the insurance carrier to endeavor to notify all parties with an insurable interest thereunder not less than ten (10) days prior to any cancellation, termination, or modification to such insurance policy.

(B) If requested by the other party, both parties to this Lease agree to provide the other party with a copy of any policy carried by such party pursuant to this Article or a certificate of such policy carried pursuant to this Article, evidencing that such insurance is in full force and effect and stating the terms and conditions thereof.

9.4 Mutual Waiver of Subrogation Rights. Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Leased Premises or in connection with property on or activities conducted on the Leased Premises, and waive any right of subrogation which might otherwise exist in or accrue to any Person on account thereof.

9.5 Waiver and Release.

(A) Landlord, and Landlord's Agents, shall not be liable for, and Tenant waives all claims for damages, including but not limited to incidental and consequential damages, to Person, property or otherwise, sustained by Tenant or any Person claiming through Tenant resulting from any accident or occurrence in or upon any part of the Leased Premises.

(B) All property of Tenant kept in the Leased Premises shall be kept at Tenant's risk.

(C) Tenant, and Tenant's Agents, shall not be liable for, and Landlord waives all claims for, damage, including but not limited to consequential damages to Person, property, or otherwise, sustained by Landlord or any Person claiming through Landlord resulting from damage or destruction to the Building and/or Improvements as a result of fire, casualty, explosion, sabotage, accident, riot, civil commotion, act of war or other act of God.

9.6 Indemnification. Except to the extent arising as the result of a default of Landlord under this Lease or as the proximate result of the negligence of Landlord and/or Landlord's Agents, Tenant shall indemnify and save harmless Landlord from and against any and all liabilities, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with Tenant's use, occupancy, management or control of the Leased Premises or Tenant's operations, conduct or activities in the Leased Premises.

ARTICLE 10 - ESTOPPEL CERTIFICATE, ATTORNMENT, SUBORDINATION AND NON-DISTURBANCE

10.1 Estoppel Certificate. After receipt of a written request, the party to whom such request is delivered shall deliver, executed in recordable form, a declaration to any Person designated by the party requesting the same ratifying this Lease, which states the Commencement Date and Expiration Date and certifies that this Lease is in full force and effect and that all conditions precedent or rights to cancel have been met or waived (or, if not, to what extent they continue to exist), that the Lease has not been assigned, modified, supplemented or amended (except by such writings as shall be stated), that all conditions under this Lease to be performed by the party requesting the same have been satisfied (stating exceptions, if any), and that no defenses or offsets against the enforcement of this Lease by the party requesting the same exist (or stating those claimed). Persons receiving such statements shall be entitled to rely upon them.

10.2 Attornment. Tenant shall, in the event of a sale or assignment of Landlord's interest in the Leased Premises, or this Lease, or if the Leased Premises or the Building comes into the hands of a Mortgagee, ground lessor or any other Person whether because of a Mortgage foreclosure, exercise of a power of sale under a Mortgage, termination of the ground lease, or otherwise, attorn to the purchaser or such Mortgagee or other Person and recognize the same as Landlord hereunder, provided such purchaser, Mortgagee or other Person acknowledges the existence of this Lease in writing, and agree in writing to be bound by the terms and conditions thereof. Tenant shall execute, at Landlord's request, an attornment agreement requested by any Mortgagee, ground lessor or other such Person to be executed, provided the same reflects the terms and conditions of this Section.

10.3 Subordination. The Lease shall be secondary, junior and inferior at all times to the lien of any Mortgage or Mortgages which now is in place or hereafter is placed upon any part of the Leased Premises.

10.4 Non-Disturbance. Landlord agrees if requested in writing by Tenant that it shall use commercially reasonable efforts to obtain and furnish Tenant with an original written non-disturbance agreement from any Mortgagee, or lienholder, whose interest shall be prior to this Lease as of the date of recordation of the short form lease or memorandum of lease as provided in Section 2.3 herein. Said non-disturbance agreement shall expressly provide, inter alia, that (i) the parties thereto are executing such agreement for the benefit of Tenant herein; (ii) so long as Tenant shall not be then in default under this Lease, no action or proceeding shall be taken at any time during the Lease Term or any extension thereof, which shall disturb Tenant's possession, quiet enjoyment, or any other beneficial use of the Leased Premises as provided for in this Lease; and (iii) that such agreement shall be binding upon the successors or assigns of such.

10.5 Failure to Execute Instruments. The failure of either party to execute instruments or certificates provided for in this Article 10 within twenty (20) business days after receipt of the same shall be an event of default under this Lease.

ARTICLE 11 - ASSIGNMENT AND SUBLETTING

11.1 By Tenant. Tenant shall not sell, assign, or in any manner transfer this Lease or any interest therein, nor sublet all or any part of the Leased Premises, without Landlord's prior written consent, which consent may be withheld by Landlord in its sole and absolute discretion. For the purpose of interpreting the aforementioned, Tenant agrees that the transfer of any portion of the equity or voting interest of Tenant in excess of 20% in the aggregate shall constitute an assignment of this Lease and shall require the consent of Landlord as set forth above.

11.2 By Landlord. Landlord, at any time and from time to time, may make an assignment of its interest in this Lease at any.

ARTICLE 12 - QUIET ENJOYMENT AND LANDLORD WARRANTIES

12.1 Landlord's Covenants Relating to Quiet Title. Landlord covenants that it is the fee simple owner of the Real Property, and that it has the authority to enter into this Lease without the joinder or approval of any other Person, and Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the Lease Term without interruption by Landlord or any Person or Persons claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

12.2 Landlord's Covenants Relating to Hazardous Materials. Landlord warrants and covenants to Tenant that to the best of its actual knowledge (with the understanding that the same shall impose no duty on Landlord to conduct any further review or investigation) as of the Effective Date the Leased Premises are free and clear of any Hazardous Materials.

ARTICLE 13 - DAMAGE AND DESTRUCTION

13.1 Damage to Leased Premises.

(A) Except as set forth in subsection (C) below, if the Building is hereafter damaged or destroyed or rendered partially untenable for its accustomed use by fire or other casualty insured under the coverage which Landlord is obligated to carry, Landlord shall promptly commence and diligently repair the same to substantially the condition it was in immediately prior to the happening of such casualty (excluding stock in trade, fixtures, furniture, furnishings, carpeting, floor covering, wall covering, drapes and equipment), and from the date of such casualty the Building is so repaired, the monthly Base Rent payments payable hereunder shall abate entirely if substantially all of the Building is so damaged or equitably if less than all of the Building is so damaged and Tenant continues to operate its business therefrom during the period of repair and reconstruction.

(B) Provided Landlord has maintained in full force and effect the insurance policies required to be maintained by Landlord pursuant to Article 9 herein, and provided Landlord has complied with the Insurance Requirements (including not having done anything to cause the policy or policies of insurance in question to have been revoked or canceled, or to cause any claim submitted in connection therewith to be rejected), Landlord shall not be obligated to expend for such repair or restoration an amount in excess of the insurance proceeds recovered as a result of such damage.

(C) If the Building is damaged, destroyed or rendered untenable for its accustomed uses by fire or other casualty, then Landlord shall have the right to terminate this Lease effective as of the date of such casualty by giving to Tenant, within sixty (60) days after the happening of such casualty, written notice of such termination and, in accordance therewith this Lease shall be so terminated.

(D) If such Lease shall terminate pursuant to this Article, Landlord shall promptly repay to Tenant any rent theretofore paid in advance which was not earned at the date of such casualty.

(E) Any time that Landlord repairs or restores the Leased Premises after damage or destruction, then Tenant shall promptly repair or replace the fixtures, furnishings, furniture, carpeting, wall covering floor covering, drapes and equipment to the same condition as they were in immediately prior to the casualty, and if Tenant has closed its business, Tenant shall promptly reopen for business upon the completion of such repairs.

ARTICLE 14 - EMINENT DOMAIN

14.1 Condemnation. If five-twenty percent (25%) or more of the Parking Areas or any portion of the Building shall be acquired or condemned by right of eminent domain for any public or quasi public use or purpose, then Tenant at its election may terminate this Lease by giving notice to Landlord of its election, and in such event rents shall be apportioned and

adjusted as of the date of termination. If the Lease shall not be terminated as aforesaid, then it shall continue in full force and effect, and Landlord shall within a reasonable time after possession is physically taken (subject to Force Majeure) repair or rebuild what remains of the Building for Tenant's occupancy and/or reconstruct or realign as best as possible the Parking Areas for Tenant's use; and a just proportion of the Base Rent shall be abated, according to the nature and extent of the injury to the Leased Premises, until such repairs, rebuilding, reconstruction or realignment are completed.

14.2 Damages. Landlord reserves, and, except as hereafter provided, Tenant assigns to Landlord, all rights to damages on account of any taking or condemnation or any act of any public or quasi public authority for which damages are payable. Tenant shall execute a reasonable instrument of assignment as Landlord requests, join with Landlord in any action for the recovery of damages, if requested by Landlord and turn over to Landlord any damages recovered in any proceeding, minus Tenant's costs of participating in such proceeding, and except as hereafter provided. Landlord does not reserve any damages payable for trade fixtures actually installed by Tenant at its own cost which are not part of the Leased Premises, business interruption expenses, loss of business value and/or costs of relocation which may otherwise be afforded to Tenant. To this end, Landlord specifically authorizes and consents to Tenant undertaking such separate action or actions as may be necessary to recover from such public authority the value of the same.

ARTICLE 15 - DEFAULT BY TENANT

15.1 Events of Default. The following shall be considered to be events of defaults under this Lease: (a) any failure of Tenant to pay any rent or other amount for a period of five (5) after the same is due and payable; (b) any failure by Tenant to perform or observe any other of the terms, provisions, conditions and covenants of this Lease for more than thirty (30) days after receipt of written notice of such failure, unless same could not reasonably be expected to be cured within such thirty (30) day period, in which case the same shall not be an event of default hereunder so long as Tenant promptly commences to cure the item giving rise to such event of default, and diligently prosecutes the same thereafter until completion provided the same shall under no circumstances take more than sixty (60) days to be fully cured; (c) Tenant shall become bankrupt or insolvent or file or have filed against it [and not obtain a dismissal within ninety (90) days] a petition in bankruptcy or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a portion of Tenant's property or Tenant makes an assignment of all or substantially all of its assets for the benefit of creditors; (d) Tenant abandons or vacates or does not do business in the Leased Premises for twenty (20) consecutive days (unless the same is as a result of a planned renovation of the Building approved by Landlord), (f) except as expressly permitted herein, this Lease or Tenant's interest herein or in the Leased Premises or any improvements thereon or any property of Tenant are executed upon or attached and not released within twenty (20) days thereafter; or (g) as a result of the action of Tenant the Leased Premises come into the hands of any Person other than expressly permitted under this Lease. In any such event, and without any further grace periods, demands or notices not expressly provided for herein (the same being hereby waived by Tenant), Landlord, in addition to all other rights or remedies it may have, shall have the right thereupon or at any time thereafter to terminate this

Lease by giving notice to Tenant stating the date upon which such termination shall be effective, and shall have the right, after any such termination, to take possession of the Leased Premises in accordance with appropriate legal proceedings, remove all Persons and property if necessary, to satisfy any deficiency in payments by Tenant as required hereunder, all without further notice and without being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby.

15.2 Right to Relet. If Landlord re-enters as above provided, it may either terminate this Lease or it may, from time to time, without terminating this Lease, make such alterations and repairs as would be commercially reasonable to relet the Leased Premises, and relet the Leased Premises or any part thereof for such term or terms (which may extend beyond the Lease Term) and at such rents and upon such other terms and conditions as are commercially reasonable under the circumstances; upon each such reletting all rents received by Landlord therefrom shall be applied, first, to any indebtedness other than rent due hereunder from Tenant to Landlord; second, to pay any costs and expenses of reletting, including brokers and attorneys' fees and costs of alterations and repairs; third, to rent due hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as it becomes due hereunder. If rents received from such reletting during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall immediately pay any such deficiency to Landlord. If Landlord terminates this Lease for any breach, in addition to any other remedies it may have it may recover from Tenant all damages, together with all reasonable attorneys' fees and litigation expenses, incurred by reason of such breach or default, including all costs and legal expenses and fees of retaking the Leased Premises and including the excess, if any, of the total rent and charges reserved in this Lease for the remainder of the Lease Term over the then reasonable rent value of the Leased Premises for the remainder of the Lease Term, all of which shall be immediately due and payable by Tenant to Landlord.

15.3 Waiver of Rights of Redemption. To the extent permitted by law, Tenant waives any and all rights of redemption granted by or under any present or future laws if Tenant is actually dispossessed by legal proceeding and Landlord obtains possession of the Leased Premises due to Tenant's default hereunder.

ARTICLE 16 - TENANT'S PROPERTY

16.1 Taxes on Personal Property. Tenant shall be responsible for and shall pay before delinquent all municipal, county, federal or state taxes coming due during or after the term of this Lease against Tenant's interest in this Lease or against personal property of any kind owned or leased by Tenant and placed in, upon or about the Leased Premises by Tenant.

ARTICLE 17 - ACCESS BY LANDLORD

17.1 Right of Entry. Landlord, its agents and employees shall have the right to enter the Leased Premises from time to time at reasonable times to examine the same, show them to prospective purchasers and other Persons, and make such repairs, alterations, improvements or additions as are permitted or required to be made under this Lease. Rent shall not abate while

any such repairs, alterations, improvements, or additions are being made; provided, however, Landlord shall use commercially reasonable efforts to undertake such repairs, alterations, improvements or additions at such times as will cause the least possible interference and disruption to Tenant's business, including but not limited to, undertaking the same during early morning hours prior to the time when Tenant's business opens to the public. During the last twelve (12) months of the Lease Term, Landlord may exhibit the Leased Premises to prospective tenants. In addition, during any apparent emergency (such as fire or like casualty), Landlord or its agents may enter the Leased Premises forcibly without liability therefore (except as to repair any damage caused by the force used to gain entry) and without in any manner affecting Tenant's obligations under this Lease. Nothing herein contained, however, shall be deemed to impose upon Landlord any obligation, responsibility or liability whatsoever, for any care, maintenance or repair except as otherwise herein expressly provided.

ARTICLE 18 - HOLDING OVER, SUCCESSORS, ASSIGNMENT BY LANDLORD

18.1 Holding Over. If Tenant holds over or occupies the Leased Premises beyond the Lease Term, Tenant shall pay Landlord for each day of such holding over two times the monthly Base Rent prorated for the number of days of such holding over, plus, all other amounts which Tenant would have been required to pay hereunder had this Lease been in effect.

18.2 Successors. All rights and liabilities herein given to or imposed upon the respective parties hereto shall bind and inure to the respective heirs, successors, administrators, executors and assigns of the parties.

ARTICLE 19 - MISCELLANEOUS

19.1 Waiver. No waiver by either party of any breach of any term, covenant or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent by Landlord shall not be deemed a waiver of any earlier breach by Tenant of any term, covenant or condition hereof, regardless of Landlord's knowledge of such breach when such rent is accepted. No covenant, term or condition of this Lease shall be deemed waived by either party unless waived in writing.

19.2 Accord and Satisfaction. Landlord is entitled to accept, receive and cash or deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply the same at Landlord's option to any obligation of Tenant and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder and Landlord's right to pursue any other available remedy.

19.3 Entire Agreement. There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Landlord and Tenant other than herein set forth.

19.4 Amendment to Lease. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by them.

19.5 No Partnership. Landlord does not, in any way for any purpose, become a partner, employer, principal, master, agent or joint venturer of or with Tenant.

19.6 Submission of Lease. Submission of this Lease by Tenant does not constitute an offer to lease; this Lease shall become effective only upon execution and delivery thereof by Landlord and Tenant.

19.7 Notices. All notices from Tenant to Landlord or Landlord to Tenant required or permitted by any provision of this agreement shall be directed as follows:

LANDLORD:

[Address]
[Address]
[Address]

With a copy to:

[Address]
[Address]
[Address]

TENANT:

[Address]
[Address]
[Address]

With a copy to:

[Address]
[Address]
[Address]

All notices to be given hereunder by either party shall be written and sent by registered or certified mail, postage prepaid, addressed to the party intended to be notified or otherwise delivered through express mail or personal delivery service at the address set forth above. Either party may, at any time, or from time to time, notify the other in writing of a substitute address for that above set forth, and thereafter notices shall be directed to such substitute address. Notice given as aforesaid shall be sufficient service thereof and shall be deemed given as of the date received, as evidenced by the return receipt of the registered or certified mail or the return receipt provided by the delivery service.

20.8 Captions and Section Numbers. This Lease shall be construed without reference to titles of Articles and Sections, which are inserted only for convenience of reference.

20.9 Number and Gender. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others.

20.10 Broker's Commission. Each party represents and warrants that, neither has caused or incurred no other claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and each party shall indemnify and hold the other harmless against and

from all liabilities arising from any such claims caused or incurred by it (including the cost of attorney fees in connection therewith).

20.11 Partial Invalidity. If any provision of this Lease or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to Persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

20.12 Recording. The parties agree not to place this Lease of record.

20.13 Applicable Law. This Lease shall be construed and interpreted under the laws of the state in which the Leased Premises are located.

20.14 Financial Statements. Prior to the execution of this Lease and not later than ten (10) days after written request from Landlord, Tenant shall deliver to Landlord, or any prospective mortgagee or purchaser of the Leased Premises, financial statements of Tenant and any guarantor of Tenant certified by Tenant's accountant or financial officer for Tenant and guarantor's accountant or financial officer for guarantor for the most recently completed fiscal year and fiscal calendar quarter.

[Intentionally left blank – Signatures on next page]

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

[LANDLORD]

[TENANT]

By:
Its:

By:
Its:

[LEASES IN THE EXCESS OF 3 YEARS SHOULD BE NOTARIZED FOR EACH PARTY, REGARDLESS IF IT WILL OR NOT BE RECORDED]

EXHIBIT "A"

[Upon completion this Exhibit will contain a description of the Real Property]