

Restaurant Lease Agreement

This Restaurant Lease Agreement (hereinafter designated as "Lease"), made the ____ day of _____, 20__ by and between _____ (hereinafter designated as "Lessor"), and _____ (hereinafter designated as "Lessee"), collectively referred to herein as the "Parties."

WHEREAS, Lessor owns certain real property and Lessee desires to lease all of the said property on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the provision and of the mutual conditions and promises contained herein, Lessor and Lessee agree to the following terms and conditions:

RESTAURANT. The Lessor, in consideration of the provided lease payments, leases to Lessee _____ (the "Restaurant") located at _____ (hereinafter known as the "Premises"). The legal description for the Resturant subject to this agreement is _____

TERM OF LEASE. The term of this Lease shall be for a period of ____ years and ____ months commencing on the ____ day of _____ 20__ and expiring at Midnight on the ____ day of _____ 20__ ("Term"). The Lessee shall be allowed to take possession on the first day of the term of this agreement, and shall yield possession to the Lessor on the last day of this agreement, unless otherwise stipulated and agreed upon by both Parties in writing.

BASE RENT. In consideration of the Lease, Lessee promises to pay, without demand to Lessor or Lessor's designated agent, at such place as Lessor may designate, in lawful money of the United States of America, monthly installments of \$_____ in advance of the fifth day of each and every calendar month during the Term of the Lease. Such monthly installments of rent shall commence on the ____ day of _____ 20__ ("Rent Commencement").

Lessee shall pay a late fee equal to ____ percent (____%) of the applicable monthly rent rate for any rent paid more than ____ (__) days after its due date. The Lessee will be charged \$_____ for each check that is returned to the Lessor for insufficient funds.

Payments must be made to the Lessor by wire transfer, money order, check, or any other approved method of payment accepted by the Lessor.

Payments must be mailed to:

OPTION TO RENEW. Provided that Lessee is not in default in the performance of this Lease, Lessee may have the right to renew the Lease with a total of one renewal period with each term being _____ years and _____ months ("Renewal Term") which may be exercised by giving written notice to Lessor no less than sixty (60) days prior to the expiration of the Lease or renewal period.

Base rent for the option period shall increase to \$_____ for the first thirty (30) months of the Renewal Term and then increase to \$_____ for the remainder of the Renewal Term.

If Lessee elects not to renew the Lease at the end of the Lease Term, Lessee agrees to provide Lessor with a minimum of ninety (90) days' written notice ("Notice Period") of such and Lessee agrees to continue to operate her business in good faith during the Notice Period.

EXPENSES. It is the intention of the Parties that this Lease shall be considered a "Triple Net Lease" and Lessee is responsible for the following:

A. OPERATING EXPENSES. The Lessor shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises, unless otherwise stated below. The Lessee hereby agrees to pay one-hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any extensions thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to the Lessor of operating and maintaining the Premises, and shall include, without limitation, real estate and personal property taxes and assessments, management fee(s), heating, air conditioning, HVAC, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.

Applicable exceptions to utilities and services include:

B. TAXES. Lessee shall pay, during the term of this Lease, the real estate taxes including any special taxes or assessments (collectively, the "taxes") attributable to the Premises and accruing during such term. Lessee, at Lessor's option, shall pay to Lessor said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the term hereof shall be prorated. In the event the Lessee does not make any tax payment required hereunder, Lessee shall be in default of this Lease.

Applicable exceptions to tax and each Parties responsibilities and obligations include:

C. INSURANCE. General liability insurance in an insurance company licensed to do business in the State of _____ in which the Premises are located and that is satisfactory to Lessor,

properly protecting and indemnifying Lessor with single limit coverage of not less than _____ (\$ _____) for injury and _____ (\$ _____) for property damage. During the Term of this Lease, Lessee shall furnish the Lessor with certificate(s) of insurance, in a form acceptable to Lessor, covering such insurance so maintained by Lessee and naming Lessor and Lessor's mortgagees, if any, as additional insured.

SECURITY DEPOSIT. In addition to the above, a deposit in the amount of _____ (\$ _____), shall be due and payable in advance or at the signing of this Lease (hereinafter referred to as the "Security Deposit"), and shall be held in escrow by the Lessor in a separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Lease. The Security Deposit may not be used to pay the last month's rent unless written permission is granted by the Lessor.

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for the sole purpose of operating the above-referenced Restaurant. The Lessee shall not sell or serve alcoholic beverages, except if licensed to sell beer or wine, in the Restaurant without the required liquor license. Any change in use or purpose the Premises other than as described above shall be upon prior written consent of the Lessor only.

If applicable, the Lessee, Lessee's agents, employees, and invitees, will have the right to use the common areas and facilities jointly with the Lessor, Lessor's agents, employees, and other tenants (if applicable), other tenant's agents, employees, and other approved individuals as provided by the Lessor. Any use of the common area(s) shall not unreasonably disrupt or interfere with the joint use thereof.

The Lessee, Lessee's agents, employees, and invitees shall use the Common Facilities in accordance with Lessor's rules and regulations, which Lessor may amend from time to time. Lessee shall be responsible to pay, as Additional Rent, the costs to repair any damage to the Common Facilities caused by Lessee or Lessee's visitors, guests, or invitees.

Lessee shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.

FURNISHINGS. The below furnishings will be provided

_____.

The Lessee agrees to return all of the above-referenced furnishings at the end of the lease term in as good

as the condition at the commencement of this Lease, except any deterioration as a result from normal wear and tear, and use of the furnishings.

PARKING. The Lessee shall be entitled to _____ parking space(s) for the Lessee, its guests, employees, etc.). Additionally, the Lessee shall have throughout the duration of this agreement, exclusive use of the parking spaces located in the common area directly in front of the Restaurant. The Lessor, at their own discretion, will designate Carry-out Spaces (the "Carry-out Spaces") available to the Lessee's carry-out guests. The Lessee is solely responsible for enforcing its exclusive use of its parking spaces and Carry-out Spaces.

- The Lessee is responsible for paying \$_____ [daily],[monthly], [quarterly], or [annually] for parking (Optional).

SIGNS. The Lessee shall, at its own expense, install new awnings. The location of the awnings will be determined by the Lessor. Lessee shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Lessor's prior written consent. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by the Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the Premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state, or local codes, ordinances, or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default

STORAGE. The Lessee will have the right to the below storage facilities to store property throughout the duration of this agreement:

- The Lessee is responsible for paying \$ _____ [daily],[monthly], [quarterly], or [annually] for use of the above-referenced storage facilities (Optional).

The Lessee acknowledges and understands that the Lessor will not be liable for any loss or damage to any stored items.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

OBLIGATIONS OF LESSEE: The Lessee shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises so that this is kept in a neat, safe, and presentable condition. The Lessee shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Lessees, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning, and clearing of toilets, etc., and the Lessee shall properly maintain the Premises in a good, safe, and clean condition. The Lessee shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations, or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state, or local authority.

PEST CONTROL. The Lessee, at its own expense, shall hire licensed and professional exterminators to control pests and vermin on a regular basis. All extermination services shall be conducted in any and all areas where food is prepared, stored, dispensed, and in all areas where trash is collected and where deliveries are made.

JANITORIAL SERVICES. The Lessee, at its own expense, shall acquire regular janitorial services to the leased Restaurant

WASTE AGREEMENT. The Lessee agrees that it will not permit waste in, around, or upon the Restaurant or any section thereof. The Lessee is responsible for the cleanliness and ventilation of the Premises and for maintaining the sewage lines are free from grease or any stoppages. Moreover, the Lessee will be responsible for the professional remediation and removal of grease to evade spillage.

INSURANCE. In the event the Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublease the said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Lessor.

DAMAGE TO LEASED PREMISES. In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than fifteen (15) days, after receiving notice of said default, or if Lessee defaults on its promise to repay Lessor pursuant to the terms of the "TERMINATION OF LEASE OBLIGATION AND REPAYMENT AGREEMENT," or if Lessee abandons the Premises (evidenced by the cessation of routine and ordinary business by Lessee at the Premises), then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the Premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to

constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

All delinquent rental payments made shall be applied first toward interest due and the remaining toward delinquent rental payments.

DEFAULT AND LESSOR'S REMEDIES. In the event that the Lessee shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than fifteen (15) days, after receiving notice of said default, or if Lessee defaults on its promise to repay Lessor pursuant to the terms of the "TERMINATION OF LEASE OBLIGATION AND REPAYMENT AGREEMENT," or if Lessee abandons the Premises (evidenced by the cessation of routine and ordinary business by Lessee at the Premises), then the parties hereto expressly agree and covenant that the Lessor may:

(A) All rights and remedies of Lessor set forth in this Lease are cumulative and are in addition to any rights and remedies provided by law or equity, and the exercise of any one or more remedies shall not be an election excluding Lessor (at any other time) from the exercise of a different or inconsistent remedy. No exercise by Lessor of any right or remedy granted herein shall constitute or effect a termination of this Lease unless Lessor shall so elect by written notice delivered to Lessee. The failure of Lessor to exercise its rights in connection with this Lease or any breach or violation of any term or any subsequent breach of the same or any other term, covenant or condition herein contained shall not be a waiver of such term, covenant or condition or any subsequent breach of the same or any other covenant or condition herein contained. No payment of money by Lessee to Lessor after the expiration or termination of this Lease shall reinstate or extend the term, or make ineffective any notice of termination given to Lessee prior to the payment of such money. After the service of notice or the commencement of a suit, or after a final judgment granting Lessor possession of the Premises, Lessor may receive and collect any sum(s) due under this Lease, and the payment thereof shall not make ineffective any notice or in any manner affect any pending suit or any judgment previously obtained.

(B) No acceptance (by taking possession, depositing or otherwise) by Lessor of a lesser sum than the sum(s) then due to Lessor shall be deemed to be other than on account of the earliest installment of such payments due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed as accord and satisfaction, and Lessor may accept such check or

payment without prejudice to Lessor's right to recover the balance of such sums and pursue any other remedy provided in this Lease.

(C) In the event of a default of this Lease by Lessee, Lessor at its option may do one or more of the following:

(i) Terminate this Lease and recover all damages caused by Lessee's breach, including consequential damages for lost future rent;

(ii) Repossess the Premises, with or without terminating, and relet the Premises at such amount as Lessor deems reasonable (No re-entry or repossession of the Premises by Lessor shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such termination be given to Lessee);

(iii) Declare the entire remaining rent plus any other amounts immediately due and payable;

(iv) Bring action for recovery of all amounts due Lessor from Lessee pursuant to this Lease;

(v) Seize and hold any property of Lessor located in the Premises and assert against the same a lien for monies due Lessor; and

(vi) Pursue any other remedy available in law or equity.

(D) Following a default by Lessee, all reasonable expenses of Landlord in removing property, repairing, restoring, or altering the Premises for reletting, together with leasing fees and all other expenses in seeking and obtaining a new tenant, shall be charged to and be a liability of Lessee. Lessor's reasonable attorneys' fees in pursuing any of the foregoing remedies, or in collecting any Rent due hereunder, shall be paid by Lessee.

(E) Following a default by Lessee, if Lessor repossesses the Premises without terminating this Lease, then Lessor may relet the Premises or any part or parts thereof, either in the name of Lessor or otherwise, for a term which may at Lessor's option be less than or exceed the period which would otherwise have constituted the remaining balance of the Lease term and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable. Lessee or the legal representative of Lessee shall pay Lessor for each month of the period which would otherwise have constituted the balance of the Lease term, any deficiency. An election to repossess the Premises (without terminating this Lease) and the reletting or not reletting of the Premises shall not thereafter prevent Lessor from electing to terminate the Lease for such breach at a later date.

(F) Upon termination or breach of this Lease or re-entry upon said Premises for any one or more of the causes set forth above, or upon termination of this Lease or re-entry of said Premises, the rents provided for in this Lease for the balance of the original rental term, or any renewal term or other extended term, and all other indebtedness to the Lessor owed by the Lessee, shall be and become

immediately due and payable at the option of the Lessor and without regard to whether or not possession of the Premises shall be surrendered to or taken by the Lessor.

REINSTATEMENT. If this Lease is terminated by the Lessor for any reason, including nonpayment of rent, and the Lessee pays the rent, attorneys' fees and other charges and thus makes himself current, and/or remains or continues to be in possession of the leased Premises or any part thereof, with the Lessor's consent, this Lease will be considered reinstated, and will continue in effect as though it had not been terminated.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the Premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody, and control of the Premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

MISCELLANEOUS TERMS.

- A. PETS.** Unless otherwise stated in this Lease Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.
- B. CONDITION OF PREMISES/INSPECTION BY LESSEE.** The Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Lessor makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.
- C. RIGHT OF ENTRY.** It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.
- D. QUIET ENJOYMENT.** The Lessor covenants that on paying the rent and performing all covenants provided in this Lease, the Lessee will peacefully and quietly enjoy the Premises for its entire Term.

ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

HOLDOVER. Should the Lessee continue to occupy the Premises after the expiration of the said term or after a forfeiture incurred, whether with or against the consent of the Lessor, such tenancy shall be a tenancy at sufferance and in no event a tenancy from month to month, or from year to year.

WAIVER. The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Lessor.

NON-WAIVER EMINENT DOMAIN AND CONDEMNATION. If all or a material portion the Premises is taken by eminent domain, or in the event a material portion of the improvements that constitute the Premises are condemned and ordered tom down or removed by lawful authority, then the term of this Lease shall cease as of the date the condemning authority takes possession, or as of the date improvements are ordered torn down or removed, whichever may be applicable, with the rent to be apportioned as of the date of such taking or of such order, as the case may be. If only a nonmaterial

portion of the Premises is taken and Lessee, in its commercially reasonable discretion, is able to continue use of the remainder of the Premises, then this Lease will not terminate, but rent shall abate in a just and proportionate amount (as determined by the Lessor in its commercially reasonable discretion) to the loss of use occasioned by the taking. For purposes of this provision "eminent domain" shall include the exercise of any similar power of taking, and any purchase or acquisition in lieu of condemnation

Lessor shall be entitled to receive and retain the entire condemnation award for the taking of the Premises, or any portion thereof. Lessee shall have no right or claim against Lessor for any part of any award received by Lessor for the taking. Lessee shall have no right or claim for any alleged value of the unexpired portion of this Lease, or its leasehold estate, or for costs of removal, relocation, business interruption expense or any other damages arising out of such taking. Lessee, however, shall not be prevented from making a claim against the condemning party (but not against Lessor) for any moving expenses, loss of profits, or taking of Lessee's personal property (other than its leasehold estate) to which Lessee may be entitled; provided that any such award shall not reduce the amount of the award otherwise payable to Lessor for the taking of the Premises, or part thereof.

SEVERABILITY. If any provision or obligation under this Lease is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall be deemed severed from this Lease and the validity, legality and enforceability of the remaining provisions or obligations shall remain in full force as though the invalid, illegal, or unenforceable provision had never been a part of this Lease.

GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by the laws of the State of _____, notwithstanding the application of any choice of law principles. Any litigation or proceeding that may be brought by either party involving the enforcement of these Agreements or the rights, duties, or obligations of any party to these Agreements shall be brought exclusively in _____ County in the State of _____. Employee hereby consents to jurisdiction and venue in _____ County, _____ as consideration for these Agreements.

NOTICES. Payments and notices shall be addressed to the following:

Lessor : _____

Lessee : _____

AMENDMENT. No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this ____ day _____ of _____, 20__.

Dated: _____

Dated: _____

Lessor's Signature

Lessee's Signature

Lessor's Printed Name/Entity

Lessee's Printed Name/Entity

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF _____

_____ County, ss.

On this ____ day of _____, 20__, before me appeared _____, as **LESSOR** of this Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

My commission expires: _____

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF _____
_____ County, ss.

On this ____ day of _____, 20__, before me appeared _____, as **LESSEE** of this Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

My commission expires: _____

