



# COMMERCIAL FULL SERVICE OFFICE LEASE

THIS LEASE is made as of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ (“Landlord”), with an address of \_\_\_\_\_ and \_\_\_\_\_ (“Tenant”), with an address of \_\_\_\_\_, \_\_\_\_\_ who hereby agree as follows:

**1. PREMISES.** Subject to the covenants and conditions of this Lease. Landlord leases to Tenant, and Tenant leases from Landlord, the premises (the “Premises”) commonly known and numbered as \_\_\_\_\_ in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, and further described as: \_\_\_\_\_ together with the right of ingress and egress and the non-exclusive use of common areas, if any.

**2. USE OF PREMISES.** The Premises shall be used for general office purposes and for no other purposes without the prior written consent of Landlord. Tenant and its employees, agents, customers and invitees shall at all times fully comply with all (i) zoning, building code, fire code and other laws, ordinances, regulations and public requirements, and (ii) all rules and regulations adopted by Landlord or the Property Manager for the Building, which may be changed from time to time (a current copy of which are attached hereto as Exhibit “C”). In no event shall Tenant, its employees, agents, customers or invitees, use the Premises for any illegal activity. The Premises shall not be used for any retail business or other business which caters to the general public or which would cause an unusual amount of vehicular or pedestrian traffic through or at the Building, or which would cause a substantial increase in usage of the Common Areas (as defined herein), including the elevators and hallways of the Building. Tenant shall store no items outside the Premises. If Landlord experiences an increase in insurance premiums due to Tenant’s use of the Premises, then Tenant shall pay to Landlord the amount of the increase, on demand, as Additional Rent hereunder. Tenant shall not create or permit any nuisance or waste, or interfere with other Tenants in their enjoyment of their Premises or interfere with Landlord in the maintenance and operation of the Building. Tenant shall obtain all necessary licensing and registrations for its use and operation of the Premises, and shall pay when due all applicable license and registration fees. Landlord shall have no responsibility whatsoever for obtaining or paying for the same. Tenant shall defend and indemnify Landlord from any liability or expense resulting from Tenant’s failure to comply with the terms of this Section.

**3. TERM.** The Term of this Lease (the “Term”) is for \_\_\_\_\_ years and \_\_\_\_\_ months, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_.

**4. RENT PAYMENTS. (a) Basic Rent.** Tenant shall pay to Landlord \$\_\_\_\_\_ as rent in monthly installment over the Term of this Lease. The first monthly rent installment of \$\_\_\_\_\_ shall be paid at the execution of this Lease and all subsequent monthly rent installments shall be due on the first day of each succeeding month during the Term. The amount of each monthly rent installment shall be as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each monthly installment is due payable in advance without notice or demand at Landlord’s above stated address, or at any other place Landlord designates in writing.

**(b) Additional Rent.** Tenant shall pay as Additional Rent that portion of its Proportionate Share of the Operating Expenses of the Building which exceeds the Expense Stop, or Base Year as set forth in the Basic Lease Terms. If the Premises are expanded or reduced, the Proportionate Share shall be recalculated accordingly. The term “**Operating Expenses**” shall mean: all Building expenses, costs and disbursements of every kind for the ownership, management, operation, repair, maintenance, security and monitoring of the Building (“**Building Activities**”), including without limitation: (i) the costs of all personnel engaged in Building Activities (exclusive of Landlord’s executive personnel), including all wages, salaries, fees, employee benefits and taxes or other costs relating thereto (if personnel are working at more than one property, the personnel costs shall be prorated among the properties on an equitable basis); (ii) all supplies and materials used in Building Activities; (iii) all costs of third-party contractors or vendors relating to Building Activities, including without limitation janitorial service, trash and snow removal, lawn services, security or monitoring services, elevator maintenance and parking area monitoring and maintenance; (iv) all insurance costs including costs of casualty and liability insurance on the Building and its systems, equipment and furnishings, business interruption insurance, and other insurance required by any mortgagees or deed of trust lenders; (v) all taxes, assessments and other governmental charges (whether federal, state or local) relating to the Building or Building Activities, including costs related to efforts to obtain any reductions in any such taxes, assessments or charges (Tenant waives any right to protest or appeal any such taxes, in favor of Landlord’s right to do so), and also including any taxes which may be hereafter imposed on rents (other than Landlord’s ordinary income taxes); (vi) all costs of repairs, replacements and maintenance of the Building and its systems, equipment and furnishings; (vii) the costs of those capital improvements which (although capital in nature) are designed to or which may result in a reduction in the normal operating costs of the Building, or

which are required by the enactment of laws, ordinances or regulations and which enhance the Building for the general use of Tenants and their employees and guests (regardless of the period of time over which such expenses may be depreciated or amortized); (viii) the management fee due the Property Manager; and (ix) the fair rental value of the leasing and management offices on or adjacent to the Building. The term "Operating Expenses" shall not include capital expenditures other than as described above; the costs of repairs or replacements for which Landlord is reimbursed by insurance proceeds; the costs of repairs or alterations solely attributable to Tenants other than Tenant; interest, amortization or other payments on loans to Landlord; depreciation of the Building; legal and accounting expenses not incurred for the general benefit of Building Tenants; expenses of improving vacant spaces or other Tenant spaces for occupancy by Tenants; and Federal, state and local income taxes of Landlord. If at least ninety-five percent (95%) of the rentable area of the Building is not occupied during any particular year, then for purposes of this Lease the Operating Expenses for that year shall be increased to the amount which Landlord reasonably anticipates would have been incurred had the Building been ninety-five percent (95%) occupied. Tenant shall also pay to Landlord as additional rent all "Assessments" which are assessed against and become due with respect to the Premises during the Original Term and any Renewal Term.

**(c) Estimated Operating Expenses.** By April 1 of each year, Landlord shall send to Tenant a statement showing the Landlord's estimated Operating Expenses for the then current year, and the Tenant's share thereof, based upon its Proportionate Share. Tenant shall pay 1/12th of its Proportionate Share of the Operating Expenses with each monthly payment of Basic Rent during the year. The statement shall also show the actual Operating Expenses for the previous year, as compared to the amount of Operating Expenses which Landlord had previously estimated for the year. If the statement shows that Tenant paid more than its Proportionate Share of the actual Operating Expenses for the preceding year, then Tenant shall receive a credit against its lease payment(s) next due and owing, until the excess is eliminated. If the statement shows that Tenant paid less than its Proportionate Share of the actual Operating Expenses for the preceding year, then Tenant shall pay the shortfall amount within twenty (20) days of the date of the statement, as Additional Rent. Following its receipt of the statement, Tenant shall (if it is not in default) have the option of auditing and/or inspecting Landlord's books and records relating to Operating Expenses, upon prior notice to Property Manager and during ordinary business hours at the office where such records are kept. Tenant must give such a notice no later than June 15 of the year, and complete its audit and/or inspection by no later than August 15 of the same year. In lieu of permitting such an audit, Landlord may provide Tenant with an audit prepared by an independent qualified CPA. If Tenant's audit shows the Landlord's calculation of Operating Expenses to be in error by less than five percent (5%), Landlord will adjust the amount owing from Tenant by the appropriate amount, but Tenant shall pay the costs of the audit and/or investigation. If the error is five percent (5%) or more, Landlord will adjust the amount owing from Tenant by the appropriate amount, but Landlord shall pay the costs of the audit and/or investigation. The audit rights set forth herein shall not apply to subTenants.

**(d) Partial Months; Late Charges.** Rent for any partial month during the Original Term or any Renewal Term shall be prorated based upon the number of days in the month and, if the Commencement Date of the Original Term is not the first day of a calendar month, the rent for such initial partial month shall be due on said Commencement Date. Any rent payments received by Landlord more than five (5) days late shall bear interest at the rate of \_\_\_\_\_% percent per annum (or the highest legal rate, if that percentage exceeds the highest legal rate) from the dates they are due until the dates they are paid. In addition, Landlord shall be entitled to impose upon Tenant a service charge of \$ \_\_\_\_\_ for each rent payment not received by the tenth (10th) day of the month.

**(e) Where Rent Paid.** Basic Rent, and all other rent or other payments to be paid by Tenant hereunder shall be paid to Landlord at the address provided in the Basic Lease Terms.

**(f) No Deductions.** Rent payable hereunder shall be paid promptly and in full. Tenant shall not be entitled to make or claim any deductions or set-offs to any rent payments owing hereunder for any reason whatsoever, unless the same is expressly authorized in this Lease or by a writing signed by Landlord.

**5. SECURITY DEPOSIT.** Concurrently with execution of this Lease, Tenant shall deliver to Landlord \$ \_\_\_\_\_ as security for the performance by Tenant of every covenant and condition of this Lease (the "Security Deposit"). Said Security Deposit may be co-mingled with other funds of Landlord and shall bear no interest. If Tenant shall default with respect to any covenant or condition of this Lease, including, but not limited to the payment of rent, Landlord may apply the whole or any part of such Security Deposit to the payment of any sum in default or any sum which Landlord may be required to spend by reason of Tenant's damage or default. If any portion of the Security Deposit is so applied, Tenant, upon demand by Landlord, shall deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Should Tenant comply with all of the covenants and conditions of this Lease, the Security Deposit or any balance thereof shall be returned to Tenant promptly after expiration of the term thereof.

**6. POSSESSION.** Possession shall be on \_\_\_\_\_, 20\_\_ Landlord shall use due diligence to give possession as nearly as possible at the beginning of the Term. Rent shall abate pro rata for the period of any delay in giving Tenant possession and the term shall be adjusted to begin on the first of the month following Landlord's delivery of the space to Tenant. Tenant shall make no other claim against Landlord for delay in obtaining possession.

**7. PROPERTY INSURANCE.** Tenant shall comply with all insurance regulations so the lowest property damage, including loss of rent and liability insurance rates may be obtained; and nothing shall be done or kept in or on the

Premises by Tenant which shall cause an increase in the premium for any such insurance on the Premises or on any building of which the Premises are a part or on any improvements located therein, over the lowest rate obtainable or which shall cause cancellation or make void any such insurance. The amount payable by Tenant under this section shall be pro rated for the partial years, if any, in which this Lease commences and terminates. Tenant shall maintain, at all times during the Term, adequate insurance on its personal property used, stored or kept in the premises.

**8. INDEMNITY AND LIABILITY INSURANCE.** Tenant shall at all times indemnify, defend and hold Landlord harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Premises or to the Premises resulting from any act done or omission by or through Tenant, its agents, employees, invitees or any person on the Premises by reason of Tenant's use or occupancy or resulting from Tenant's non-use or possession of said property and any and all loss, cost, liability or expense resulting therefrom. Tenant shall maintain, at all times during the Term, comprehensive general liability insurance in an insurance company licensed to do business in the state in which the Premises are located and satisfactory to Landlord, properly protecting and indemnifying Landlord with single limit coverage of not less than \$\_\_\_\_\_ for injury to or \$\_\_\_\_\_ death of persons and \$\_\_\_\_\_ for property damage. During the Term, Tenant shall furnish Landlord with a certificate or certificates of insurance, in a form acceptable to Landlord, covering such insurance so maintained by Tenant and naming Landlord and Landlord's mortgagees, if any, as additional insureds.

**9. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, transfer or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Landlord, in each and every instance. For the purpose of this provision, any transfer of a majority or controlling interest in Tenant (whether in one or more related or unrelated transactions), whether by transfer of stock, consolidation, merger, transfer of a partnership interest or transfer of any or all of Tenant's assets or otherwise, or by operation of law, shall be deemed an assignment of this lease. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms and provisions of this Lease.

**10. SIGNS AND ADVERTISEMENTS.** Tenant shall not place upon nor permit to be placed upon any part of the Premises, any signs, billboards or advertisements what so ever, without the prior written consent of Landlord. All permitted signage shall be at Tenant's sole expense.

**11. CONDITION OF PREMISES.** Tenant acknowledges that it has inspected the Premises and, except as may be provided otherwise in this Lease, Tenant accepts the Premises in its present condition. At the end of the Term, except for damage caused by fire or other perils, Tenant, at its expense, shall (a) surrender the Premises in the same or similar condition as existed at the time the Premises were accepted and possession taken by Tenant, subject to reasonable wear resulting from uses permitted hereunder, and further subject to Tenant's obligations stated in Paragraphs 12 and 14 herein; (b) have removed all of Tenant's property from the Premises; (c) have repaired any damage to the Premises caused by the removal of Tenant's Property; and (d) leave the Premises free of trash and debris and the building in "broom clean" condition.

**12. BUILDING SERVICES.** (a) Hours and Type of Services. Landlord shall use reasonable efforts to furnish the following during ordinary business hours, which are 7:30 a.m. to 6:30 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. on Saturdays, excluding legal holidays: (i) hot and cold water, (ii) heat and air conditioning as appropriate (excluding dedicated computer or communications rooms), (iii) janitorial service, including window washing from time to time, (iv) passenger elevators for use in common with other Tenants, (v) light bulb replacement, (vi) electrical power sufficient for ordinary office use and office equipment; and (vii) maintenance of the Common Areas of the Building (defined as the entryway, building lobby, passenger elevators, common hallways, public restrooms and other areas of the building not designed for use by a single Tenant. Landlord shall not, however, be responsible for repair and maintenance of any such items if the damage has been caused by the actions or negligence of Tenant, its employees or invitees. In such case Tenant shall be responsible for the repair and maintenance of the damaged items or areas.

(b) Additional Building Services. If Tenant desires Building Services outside the parameters specified above or outside ordinary business hours as defined above, Landlord shall use reasonable efforts to supply the same if Tenant is not in default and if Landlord receives at least 24 hours' prior written notice from Tenant. Tenant shall promptly pay such reasonable charges as Landlord may determine which shall include a reasonable amount of overhead expenses and profit of Landlord.

(c) Excess Use of Services by Tenant. If a survey by Landlord indicates that Tenant may be using electrical current in excess of that specified above, or otherwise in excess of ordinary office building usage, Landlord may invoice Tenant for the excess charge or have a separate meter installed for Tenant's Premises at Tenant's cost. Landlord shall also have the right (but not the obligation) to install at Tenant's cost additional risers or wiring to meet Tenant's needs. If Tenant's use requires additional heating or air conditioning to the Premises, Landlord shall have the right (but not the obligation) to install at Tenant's cost additional equipment or systems to meet Tenant's needs. Landlord shall have the right to require Tenant to pay any such additional costs in advance.

**(d) Discontinuance of Certain Services.** If any service to be provided by Landlord hereunder is discontinued by the supplier thereof, Landlord may discontinue the service so long as it arranges for a substitute service or a direct connection to the Premises of such service. In the latter event Tenant shall become solely responsible for contracting and paying for such service. If any of the Building Services are interrupted for any reason, Landlord shall use reasonable efforts to resume the providing of the same within a reasonable time (unless the interruption is caused through the action or negligence of Tenant, in which case Tenant shall be solely responsible for repair and resumption of the same). No such interruption, from whatever cause, shall make Landlord liable to Tenant hereunder for any damages, shall entitle Tenant to any abatement or reduction in Rent, or shall entitle Tenant to claim any actual or constructive eviction hereunder. Landlord shall have the right to temporarily interrupt services if necessary to accommodate any repair, renovation or rebuilding work, but shall use reasonable efforts to notify Tenant of the same if possible. Landlord shall not be liable for any temporary interruptions.

**13. PARKING LOT.** Tenant shall have the use of unreserved parking spaces on a space-available basis, subject to such charges as may be imposed by Landlord or the operator of the parking facility from time to time. The location of all parking spaces shall be undesignated. Tenant shall comply with any requirements of Landlord or the operator of the parking facility, including (but not limited to) the use of any "card key" or other prescribed access system, and providing descriptions and license numbers of authorized cars. Tenant has a license for the use of the parking spaces, which includes the use of the space but which does not include any security services. Landlord shall not be liable for any damage, theft, loss or expense that Tenant or its employees, customers or invitees may suffer.

**14. MAINTENANCE AND REPAIR BY LANDLORD.** Except as may be caused by acts or negligence of Tenant, Landlord shall, at Landlord's sole cost and expense, maintain and keep in good repair the Premises and all components of the building. Landlord shall be under no obligation, and shall not be liable for any failure to make any repairs until and unless Tenant notifies Landlord in writing that such repairs are necessary. Landlord shall have a reasonable time thereafter to make repairs.

**15. DAMAGE BY CASUALTY.** If, during the Term or previous thereto, the Premises or the building of which said Premises are a part shall be destroyed or so damaged by fire or other casualty as to become untenable, then in such event, at the option of Landlord, this Lease shall terminate from the date of such damage or destruction. Landlord shall exercise this option to so terminate this Lease by notice in writing delivered to Tenant within thirty (30) days after such damage or destruction. Upon such notice, Tenant shall immediately surrender said Premises and all interest therein to Landlord and Tenant shall pay rent only to the time of such damage or destruction. If Landlord does not elect to terminate this Lease, this Lease shall continue in full force and effect, and Landlord shall expeditiously repair the Premises, placing the same in as good a condition as they were at the time of the damage or destruction, and for that purpose, may enter said Premises. In that event rent shall abate in proportion to the extent and duration of untenability. In either event, Tenant shall remove all rubbish, debris, merchandise, furniture, equipment and its other personal property within five days after the request by Landlord. (b) If the Premises shall be slightly damaged by fire or other casualty, so as not to render the same untenable, then Landlord shall expeditiously repair the same and in that case the rent shall not abate. Except for rent abatement as herein provided, no compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or loss of business arising from the necessity of repairing any portion of the building or the Premises.

**16. PERSONAL PROPERTY.** Landlord shall not be liable for any loss or damage to any merchandise inventory, goods, fixtures, improvements or personal property of Tenant in or about the Premises.

**17. ALTERATIONS.** Tenant shall not make any alterations or additions in or to the Premises without the prior written consent of Landlord.

**18. LEGAL REQUIREMENTS.** Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof, and Tenant shall indemnify, defend and hold Landlord harmless from expense or damage resulting from failure to do so.

**19. FIXTURES.** Except for Tenant's personal property and trade fixtures, all buildings, repairs, alterations, additions, improvements, installations and other non-trade fixtures installed or erected on the Premises, whether by or at the expense of Landlord or Tenant, shall belong to Landlord and shall remain on and be surrendered with the Premises at the expiration or termination of this Lease. However, at Landlord's option, Tenant shall remove Tenant's alterations or improvements prior to the expiration of this Lease and return the Premises to its original condition.

**20. EMINENT DOMAIN.** Should all of the Premises be taken under the power of eminent domain or a conveyance in lieu thereof by any authority having the right of condemnation, or if a portion thereof is taken so that the Premises are unsuitable, in Tenant's reasonable opinion, for Tenant's use, then the term of this lease shall terminate as of the date that title shall vest in the acquiring authority and the rent and other charges shall be adjusted as of the date of such taking. In such case, Landlord shall be entitled to the proceeds of the condemnation award made to Landlord. Nothing

herein shall be construed to prevent Tenant from separately pursuing a claim against the condemning authority for its independent loss or damages to the extent available, provided, however, that no award made to or on behalf of Tenant shall reduce, limit, or restrict the award to Landlord, and no allocation of Landlord's award in condemnation shall occur. Tenant shall have no claim against Landlord for the value of the unexpired term of this lease. Should any part of the Premises be taken in the exercise of eminent domain or a conveyance in lieu thereof or in connection therewith, but not such as to render the Premises unsuitable for the operation of its business, this Lease shall continue on the same terms and conditions except that the description of the Premises or the real estate taken by right of eminent domain or a conveyance in lieu thereof or in connection therewith shall be modified to reflect such taking. In the event this Lease does not terminate by reason of such taking, the condemnation proceeds from the Demised Premises will first be used to restore the Demised Premises to a position of occupancy by the Tenant. The balance of such condemnation proceeds from the Premises, if any, shall belong to Landlord.

**21. WAIVER OF SUBROGATION.** As part of the consideration for this Lease, each of the parties hereby releases the other party from all liability for damage due to any act or neglect of the other party occasioned to property owned by said parties which is or might be incident to or the result of a fire or other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by intentional acts of either of the parties, and the parties further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

**22. DEFAULT AND REMEDIES.** If: (a) Tenant fails to comply with any term, provision, condition or covenant of this Lease; (b) Tenant deserts or vacates the Premises; (c) any petition is filed by or against Tenant under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; (d) Tenant becomes insolvent or makes a transfer in fraud of creditors; (e) Tenant makes an assignment for benefit of creditors; or (f) a receiver is appointed for Tenant or any of the assets of Tenant, then in any of such events, Tenant shall be in default and Landlord shall have the option to do any one or more of the following: upon ten (10) days prior written notice, excepting the payment of rent or additional rent for which no demand or notice shall be necessary, in addition to and not in limitation of any other remedy permitted by law, to enter upon the Premises either with or without process of law, and to expel, remove and put out Tenant or any other persons thereon, together with all personal property; and, Landlord may terminate this Lease or it may from time to time, without terminating this Lease, rent said Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change said Premises. At the option of Landlord, rents received by Landlord from such reletting shall be applied first to the payment of any indebtedness from Tenant to Landlord other than rent and additional rent due hereunder; second, to payment of any costs and expenses of such reletting, including, but not limited, attorney's fees, advertising fees and brokerage fees, and to the payment of any repairs, renovation, remodeling, redecorations, alterations and changes in the Premises; third, to the payment of rent and additional rent due and payable hereunder and interest thereon; and, if after applying said rentals there is any deficiency in the rent and additional rent and interest to be paid by Tenant under this Lease, Tenant shall pay any such deficiency to Landlord and such deficiency shall be calculated and collected by Landlord monthly. No such re-entry or taking possession of said Premises shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Tenant agrees that, notwithstanding Landlord's possession of the Premises, Tenant shall remain liable for and shall pay Landlord an amount equal to the entire rent payable to the end of the then applicable term of this Lease. This amount may either (i) be accelerated and become payable at once, or (ii) become due and be payable monthly, at the sole option of Landlord. In addition, Tenant shall be liable for and shall pay to Landlord any loss or deficiency sustained by Landlord because of Tenant's default; In case the Premises are relet, Tenant shall pay the difference between the amount of rent payable during the remainder of the then applicable Lease term and the net rent actually received by Landlord during the term after deducting all expenses for repairs, alterations, recovering possession and reletting the same, which difference shall either (i) accrue and be payable monthly, or (ii) be accelerated and become payable at once, at Landlord's sole option. Landlord shall have the right and remedy to seek redress in the courts at any time to correct or remedy any default of Tenant by injunction or otherwise, without such resulting or being deemed a termination of this Lease, and Landlord, whether this Lease has been or is terminated or not, shall have the absolute right by court action or otherwise to collect any and all amounts of unpaid rent or unpaid additional rent or any other sums due from Tenant to Landlord under this Lease which were or are unpaid at the date of termination. If it is necessary for Landlord to bring any action under this Lease, to consult with an attorney concerning or for the enforcement of any of Landlord's rights, then Tenant agrees in each and any such case to pay to Landlord, Landlord's reasonable attorney's fees. In addition to the remedies set forth herein, Tenant shall pay a late charge in the amount of \_\_\_\_\_% of any payment due hereunder which remains unpaid on the tenth day after same is otherwise due hereunder. Said late charge shall be deemed additional rent, and the assessment or collection of same shall not limit or delay Landlord's pursuit of any remedy arising hereunder upon Tenant's default.

**23. WAIVER.** The rights and remedies of Landlord under this Lease, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by Landlord of any breach or default

of Tenant shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default. It is agreed that the acceptance by Landlord of any installment of rent subsequent to the date the same should have been paid shall not alter the covenant and obligation of Tenant to pay subsequent installments of rent promptly upon the due date. Receipt by Landlord of partial payment after Tenant's default shall not be construed to be or constitute a cure of any such default. No receipt of money by Landlord before or after the termination of this Lease shall in any way reinstate, continue or extend the term above demised.

**24. TOXIC OR HAZARDOUS MATERIALS.** Tenant shall not store, use or dispose of any toxic or hazardous materials in, on or about the Premises without the prior written consent of Landlord. Tenant, at its sole cost, shall comply with all laws relating to Tenant's storage, use and disposal of hazardous or toxic materials. Tenant shall be solely responsible for and shall defend, indemnify and hold Landlord, its agents and employees, harmless from and against all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with the Tenant storage, use or disposal of any toxic or hazardous material in, on or about the Premises including, but not limited to, removal, clean-up and restoration work and materials necessary to return the Premises, and any other property of whatever nature located on the Premises, to their condition existing prior to the appearance of toxic or hazardous materials on the Premises. Tenant's obligations under this paragraph shall survive the termination of this Lease.

**25. REAL ESTATE COMMISSION.** Upon execution of this lease by both Landlord and Tenant, Landlord shall pay a real estate commission to \_\_\_\_\_ (Landlord's Broker"), in the amount of \_\_\_\_\_ (\_\_\_\_\_% ) percent of the total rentals and other payments due under this lease to be paid during the term hereof. A commission in the amount of \_\_\_\_\_ (\_\_\_\_\_% ) shall be paid to the Broker named above upon the commencement of any extension and/or renewal of the lease term and upon commencement of any enlargement or substitution of the leased premises. In the event that the leased premises are purchased by the Tenant, Landlord shall pay the Broker named above a sales commission of \_\_\_\_\_ (\_\_\_\_\_% ) of the sale price at closing. The parties hereto acknowledge that this provision is intended for the benefit of said named real estate Broker, and may be enforced by them as third party beneficiaries hereto. This provision shall bind successors and assigns of the parties hereto and may not be amended without written consent of said Broker.

**26. NOTICES.** Any notice hereunder shall be sufficient if sent by certified mail, addressed to Tenant at the Premises, and to Landlord where rent is payable.

**27. SUBORDINATION.** This Lease shall be subordinate and inferior at all times to the lien of any mortgage and to the lien of any deed of trust or other method of financing or refinancing now or hereafter existing against all or a part of the real property upon which the premises are located, and to all renewals, modifications, replacements, consolidations and extensions thereof. Tenant shall execute and deliver all documents requested by any mortgagee or security holder to effect such subordination. In the event of a sale or assignment of this Lease or of Landlord's interest in the Premises or the building in which the Premises are a part, are transferred to any other person because of a mortgage foreclosure, exercise of a power of sale under a mortgage or otherwise, Tenant shall attorn to the purchaser or such mortgagee or other person and recognize the same as Landlord hereunder.

**28. SUCCESSORS.** The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment or subletting by Tenant without the written consent of Landlord shall vest any rights in the assignee or subTenant of Tenant.

**29. QUIET POSSESSION.** Landlord agrees, so long as Tenant fully complies with all of the terms, covenants and conditions herein contained on Tenant's part to be kept and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the Term aforesaid, it being expressly understood and agreed that the aforesaid covenant of quiet enjoyment shall be binding upon Landlord, its heirs, successors or assigns, but only during such party's ownership of the Premises. Landlord and Tenant further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.

**30. BANKRUPTCY.** Neither this Lease nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise during the Term or any renewal thereof.

**31. ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by Landlord and Tenant after the date hereof. If there be more than one Tenant named herein, the provisions of this Lease shall be applicable to and binding upon such Tenants, jointly and severally.

**32. ESTOPPEL CERTIFICATES.** Tenant shall at any time upon not less than ten (10) days' prior written notice from Landlord execute, acknowledge and deliver to Landlord or to any lender of or purchaser from Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified stating the nature of such modification) and the date to which the rent and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrances of the Premises or of the business of Landlord.

**33. ADDENDA AND EXHIBITS:**

- Commercial Agency & Brokerage Disclosure Addendum
- Exhibit A Floor Plate
- Exhibit B: Space Plan (Premise)
- Exhibit C: Rules & Regulations
- \_\_\_\_\_
- \_\_\_\_\_

IN WITNESS WHEREOF, said parties hereunto subscribed their names. Executed in \_\_\_\_\_ originals.

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
TENANT

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

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