**COMMERCIAL LEASE CONTRACT**

THIS LEASE is made as of , 20􀁂\_\_, 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 , consisting of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ sq ft, and further described on Exhibit

A attached hereto, together with the right of ingress and egress and the non-exclusive use of common areas, as described in Exhibit B attached hereto.

2. **USE OF PREMISES**. The Premises shall be used only as

(collectively, the "Permitted Use").

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**. 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 as

follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_monthly annual\_\_\_\_\_\_\_

month\_\_\_\_\_\_ to month\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_

month\_\_\_\_\_\_ to month\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_

month\_\_\_\_\_\_ to month\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_

month\_\_\_\_\_\_ to month\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_

month \_\_\_\_\_\_to month\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_

month \_\_\_\_\_\_to month\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_

month \_\_\_\_\_\_to month\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_

month\_\_\_\_\_\_ to month\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_

month \_\_\_\_\_\_to month\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_

month \_\_\_\_\_\_ to month\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_

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.

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.

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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 , unless otherwise

provided in Exhibit C, Landlord Work Addendum, attached hereto. 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, but the Term shall not be extended

as a result of such delay. Tenant shall make no other claim against Landlord for delay in obtaining

possession.

7. **PROPERTY INSURANCE.** Except in case of multi-tenant building as provided in Section

12 throughout the term of this Lease and any extensions thereof, Tenant shall obtain and pay for

fire and extended coverage casualty insurance for the building and other improvements on the

leased premises, with such comprehensive or so called "all risk" endorsements and in such amounts

as Landlord may, from time to time, deem reasonably necessary, and shall show the Tenant and the

Landlord, and Landlord's lender, if any, as the insured thereon. **Tenant shall also obtain and pay**

**for loss of rent coverage**. Tenant shall at all times keep such insurance in force and provide

Landlord with copies of said policies or certificates evidencing said coverage. The policies shall be

in form and content reasonably required by Landlord and shall be issued by an insurance company

approved by Landlord and shall contain a clause that the insurer will not cancel, materially modify

or fail to renew the insurance without first giving Landlord thirty (30) days prior written notice. If

Tenant fails to keep said insurance in effect, Tenant shall be in default hereunder and Landlord

may, at its option, immediately obtain insurance coverage as provided for herein and charge Tenant

for the cost thereof.

8. **INDEMNITY AND LIABILITY INSURANCE (Tenant)**. 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. **INDEMNITY AND LIABILITY INSURANCE (Landlord)**. Landlord shall at all times

indemnify, defend and hold Tenant 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

Common Areas as described in Exhibit B or to the Common Areas resulting from any act done or

omission by or through Landlord, its agents, employees, invitees or any person on the Common

Areas. Landlord 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 Common Areas

are located and satisfactory to Tenant, properly protecting and indemnifying Tenant with single

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limit coverage of not less than $ for injury to or $ death of persons and $

for property damage.

10. **TAXES**. Tenant shall pay, during the term of this Lease, the real estate taxes and special

taxes and assessments (collectively, the "taxes") attributable to the premises and accruing during

such term. Tenant, at Landlord's option, shall pay to Landlord 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 Tenant does not make any tax payment

required hereunder, Tenant shall be in default of this Lease.

11. **OPERATING EXPENSES.** Unless modified in accordance with Exhibit D, Landlord

maintenance addendum, attached hereto, it is the intention of the parties and they hereby agree that

this shall be a triple net Lease, and the Landlord shall have no obligation to provide any services,

perform any acts or pay any expenses, charges, obligations or costs of any kind whatsoever with

respect to the Premises, and Tenant 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 Landlord of operating and maintaining the Building and related parking

areas, and shall include, without limitation, real estate and personal property taxes and assessments,

management fee, heating, 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 Building and related parking areas, unless expressly excluded from

operating expenses. Notwithstanding the foregoing, operating costs (and Tenant's obligations in

relation thereto) shall not include (i) any expense chargeable to a capital account or capital

improvement, ground leases; principal or interest payments on any mortgage or deed of trust on the

premises; (ii) any amount for which Landlord is reimbursed through insurance, by third persons, or

directly by other tenants of the premises, (iii) repair costs occasioned by fire, windstorm or other

casualty, (iv) any construction, repair or maintenance expenses or obligations that are the sole

responsibility of Landlord (not to be reimbursed by Tenant), (v) leasing commissions and other

expenses incurred in connection with leasing any other area located on the premises to any other

party, (vi) any expense representing an amount paid to an affiliate or subsidiary of Landlord which

is in excess of the amount which would be paid in the absence of such relationship, and (vii) costs

of items and services for which Tenant reimburses Landlord or pays third persons directly.

12. **MULTIPLE TENANCY BUILDING/COMPLEX**. If the Premises are a part of a

multiple tenancy Building/Complex, the responsibility of Tenant for costs are determined by

comparing the size of the reimbursements as called for in Paragraphs 7, 10 and 11 of this Lease

shall be a percentage of the Premises to the rentable floor space in said Building/Complex occupied

by Tenant. It is agreed Tenant occupies \_\_\_\_\_\_% ("Proportionate Share") of the floor space in the

Building/Complex for which the Premises are a part (\_\_\_\_\_\_ sq.ft./\_\_\_\_\_sq.ft. = \_\_\_\_\_\_\_ %.), and

is estimated to be $\_\_\_\_\_\_\_\_\_\_\_\_ in year one.

a. Landlord may, with notice to Tenant, elect to perform and provide certain maintenance and

services pertaining to the entire building or area of which the Premises are a part including, but not

limited to, landscaping, trash removal, lawn maintenance, common area lighting, watering, paving

maintenance, maintenance to rail trackage and snow removal. In such event, Tenant shall reimburse

Landlord for its Proportionate Share of said maintenance services.

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b. Within ninety (90) days following the end of each year during the Lease Term, Landlord

shall furnish Tenant a written statement covering the lease year just expired (measured from the

Commencement Date), showing in reasonable detail a general breakdown of the total operating

costs, the amount of Tenant's obligation relating thereto, and the payment made by Tenant in

connection therewith. Landlord shall prepare annually a good faith estimate of Tenant's

Proportionate Share of Additional Rent set forth in this Lease for the upcoming year. Tenant shall

then pay, on the due date of, in addition to, and with Base Rent, one-twelfth of estimated Tenant’s

Proportionate Share. Landlord shall refund any amount over actual costs of such estimated

Additional Rent paid by Tenant in full to Tenant, or Tenant shall pay amount under actual costs of

such estimated Additional Rent to Landlord, upon demand.

c. Tenant agrees to conduct its business in a manner that shall not be unlawful, illegal, or

objectionable to other Tenants in the building of which the Premises are a part, including but not

limited to noise, vibration, odor, trash or fumes. In the event Landlord receives complaints from

other Tenants in the building or complex and determines, in its sole reasonable judgment, that

Tenant is conducting its operations in a manner so as to be objectionable to other Tenants, Tenant

shall, upon notice from Landlord, promptly modify its operations to eliminate such objections.

13. **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. Said

consent shall not be unreasonably withheld by Landlord. 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.

14. **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.

15. **CONDITION OF PREMISES**. Tenant acknowledges that it has inspected the Premises

and, except as may be provided in accordance with Exhibit C attached hereto, 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; (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.

16. **LANDLORD'S RIGHT OF ENTRY**. Landlord or Landlord's agent may enter at

reasonable hours to inspect or show the Premises to prospective lenders and purchasers, and to do

anything Landlord may be required to do hereunder or which Landlord may deem necessary for the

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good of the Premises or any building of which they are a part. During the last ninety (90) days of

this Lease, Landlord may display a "For Rent" sign on the Premises.

17. **DAMAGE BY CASUALTY**. If, during the Term or previous thereto, the premises shall

be destroyed or so damaged by fire or other casualty as to become untenantable, 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 untenantablility. 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. If the Premises shall be slightly damaged by fire or other casualty,

so as not to render the same untenantable, 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.

18. **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.

19. **ALTERATIONS**. Tenant shall not make any material or structural alterations or additions

in or to the Premises without the prior written consent of Landlord.

20. **UTILITIES AND SERVICES**. Tenant shall furnish and pay for all electricity, gas, water,

fuel, trash removal, telephone, internet, T-1 and any services or utilities used in or assessed against

the Premises, unless otherwise provided.

21. **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.

22. **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.

23. **TAXES ON LEASEHOLD**. Tenant shall be responsible for and shall pay before

delinquency all municipal, county, or state taxes assessed during the term of this Lease against any

leasehold interest or personal property of any kind owned by or placed in, upon, or about the

Premises by Tenant.

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24. **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 extend 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 Premises to a position of occupancy by the Tenant. The balance of such

condemnation proceeds from the Premises, if any, shall belong to Landlord.

25. **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.

26. **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

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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. Notwithstanding any such reletting without termination, Landlord may at any time

terminate this Lease by reason of any default, in addition to any other remedy it may have, it may

recover from Tenant the worth at the time of such termination of the excess of the amount of rent

and additional rent reserved in this Lease for the balance of the Term over the then reasonable

rental value of the Premises for the same period. 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.

27. **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.

28. **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.

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29. **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, and Landlord shall pay a real estate commission

to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Tenant’s Broker) of \_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_%) percent of the total rent

payments in accordance with schedule outlined in Section 4. The parties hereto acknowledge that

this provision is intended for the benefit of said named real estate Brokers, 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.

30. **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.

31. **SUBORDINATION OF LEASE TO MORTGAGES.** This Lease shall be subject and

subordinate at all times to the lien of existing mortgages and of mortgages which hereafter may be

made a lien on the Premises; provided, however, that with regard to any pledge or mortgage

executed by Landlord, Landlord shall use its best efforts to provide to Tenant a nondisturbance

agreement from any mortgagee or other lien holder of Landlord's interest in the premises. Such

nondisturbance agreement shall be in form and content reasonably acceptable to Tenant and

Landlord's mortgagee or other lien holder, together with a representation that the Landlord is not in

default of any of the terms of any such mortgage or security agreement as of the date thereof.

Although no instrument or act on the part of the Tenant shall be necessary to effectuate such

subordination, the Tenant will nevertheless execute and deliver such further instruments

subordinating this Lease to the lien of any such mortgages as may be desired by the mortgagee.

The Tenant hereby irrevocably appoints the Landlord as Tenant's attorney-in-fact to execute and

deliver any such instrument for the Tenant. Provided, however, and notwithstanding the foregoing

provisions hereof, upon foreclosure of the mortgage with the mortgagee succeeding to the rights of

the Landlord, the Tenant shall, at the option of said mortgagee, be bound to the mortgagee under all

of the terms of the Lease for the balance of the term hereof remaining with the same force and

effect as if the mortgagee were the Landlord under the Lease, and the Tenant hereby attorns to the

mortgagee as its Landlord, such attornment to be effective and self-operative if the mortgagee so

elects. In no event, however, shall the mortgagee be liable for any act or omission of any prior

Landlord, be subject to any offsets or defenses which Tenant might have against any prior

Landlord, or be bound by any rent or additional rent which the Tenant might have paid to any prior

Landlord for more than the current month.

32. **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.

33. **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.

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34. **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.

35. **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.

36. **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.

37. **ADDENDA AND EXHIBITS**:

□ Commercial Agency & Brokerage Disclosure Addendum (MO only)

□ Exhibit A: Description of Premises

□ Exhibit B: Description of Common Areas

□ Exhibit C: Landlord Work Exhibit

□ Exhibit D: Landlord Maintenance Obligation

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

originals.

LANDLORD

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

TENANT

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

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

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