

GROUND LEASE AGREEMENT

Background

- A. This is an agreement ('The Agreement') for the ground lease of real property according to the terms set out below.
- B. The Landlord, the Tenant and the Site are as set out in Schedule 1 of this Agreement.
- C. Collectively, the Landlord and Tenant will be referred to as 'The Parties'.
- D. The Effective Date is set out in Schedule 1 of this Agreement.
- E. Landlord owns and desires to lease to Tenant, and Tenant desires to lease, the Site; and

NOW, THEREFORE for good and valuable consideration stated herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement to Lease

1. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the real estate described in Schedule 1 (the "Site").

Purpose

2. The Site may be used and occupied only for the following purpose (the "Permitted Use") set out in Schedule 1. Nothing herein shall give Tenant the right to use the Site for any other purpose without the prior written consent of Landlord. Landlord makes no representation or warranty regarding the legality of the Permitted Use, and Tenant will bear all risk of any adverse change in applicable laws.

Term

3. This Agreement will be for a term beginning at 0001 on the Lease Start Date and ending at 2359 on the Lease End Date (the "Term"). The Parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

Rent

4. Tenant will pay Landlord rent in the amount and on the Rent Payment Schedule set out in Schedule 1.

Late Fee

5. Rent paid more than 3 days after the due date(s) set out in Schedule 1 will be deemed to be late. Tenant agrees to pay a late charge of 1/20th the cost of monthly rent for each day that the rent is late.

Additional Rent

6. There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent.

Security Deposit

7. Upon signing this Agreement, Tenant will pay a security deposit in the amount as specified in Schedule 1 to Landlord. The security deposit will be retained by Landlord as security for Tenant's performance of its obligations under this Agreement. If Tenant does not comply with any of the terms of this Agreement, Landlord may apply any or all of the security deposit to remedy the breach, including to cover any amount owed by Tenant and/or any damages or costs incurred by Landlord due to Tenant's failure to comply. Within 28 days after the termination of this Agreement, Landlord will return the security deposit to Tenant (minus any amount applied by Landlord in accordance with this section). Any reason for retaining a portion of the security deposit will be explained in writing. The security deposit will bear interest while held by Landlord in accordance with applicable state laws and/or local ordinances.

Taxes

8. Tenant shall pay all taxes or assessments which are levied or charged on the Site during the Term.

Utilities

9. Tenant shall pay the cost of all utility services during the Term, including but not limited to gas, water, and electricity used on the Site.

Delivery of Possession

10. Landlord will deliver exclusive and lawful possession of the Site to Tenant on the start date of the Term. In the event Landlord is unable to give possession of the Site to Tenant on such date, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Site to Tenant; provided however, that if Landlord does not give possession of the Site to Tenant within 14 days from the start of the Term, Tenant may cancel this Agreement by notice in writing to Landlord.

Holdover Tenancy

11. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If Tenant does retain possession past the Term, Tenant shall pay 150% of the then applicable rent computed on a monthly basis for each month or portion thereof during such holdover. In addition, Tenant shall be liable for any damages incurred by Landlord as a result of the holdover.

Condition of the Site

12. Tenant has examined the Site and accepts the Site in its current condition "as is" and "with all faults." Except as expressly set forth herein, landlord makes no representation or warranty, express or implied, or arising by operation of law, including but not limited to, any warranty of fitness for a particular purpose, merchantability, habitability, suitability, or condition. Tenant acknowledges that Tenant has not relied on any representations or warranties by Landlord in entering this Agreement.

Use of Site

13. Tenant agrees to use the Site only for the Permitted Use and will not commit waste upon the Site. Tenant will, at its sole expense, maintain the Site in good repair and make all necessary repairs thereto. Tenant will not use the Site for any unlawful purpose or in any manner that will materially harm Landlord's interest in the Site.

Improvements and Alterations

14. Tenant may make improvements, alterations, additions, or other changes to the Site without the written approval of the Landlord. Tenant agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws. All improvements, alterations, additions, or other changes to the Site shall become the property of Landlord upon the termination of this Agreement. Tenant shall have the right to erect any sign related to its business.

Leasehold Mortgage

15. Tenant has the right to grant a mortgage, deed of trust, or other security instrument in Tenant's interest to the Site created by this Agreement (the "Leasehold Mortgage") to secure repayment of a loan made to Tenant to finance construction of any improvements made to the Site during the Term.

No Mechanics Lien

16. Tenant will not permit any mechanics or other liens to be filed against Landlord's interest to the Site as a result of any work performed for or obligations incurred by Tenant. Tenant will indemnify Landlord for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.

Permits and Approvals

17. Tenant will be responsible for obtaining all licenses, permits, and approvals required by any federal, state or local authority in connection with its use of the Site. Landlord will cooperate with Tenant and provide the necessary documents to obtain such licenses, permits, and approvals.

Compliance with Laws

18. Tenant covenants and agrees to comply with all federal, state and local laws, regulations and ordinances affecting the Site and use of the Site, including applicable environmental laws. In addition, Tenant will comply with all requirements necessary to keep in force fire and liability insurance covering the Site.

Hazardous Substances

19. Tenant will not keep or store on the Site any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by any responsible insurance company.

Insurance

20. Insurance. At all times during the Term, Tenant will maintain insurance for the Site covering:
 - a. Property Insurance. Property insurance covering all of Tenant's improvements, equipment, and other personal property located on the Site.

- b. General Liability. Commercial liability insurance covering bodily injury, death, or property damage in an amount not less than \$50,000 per occurrence.
 - c. Workers' Compensation. Workers' compensation and employee insurance in an amount not less than the amount required by law.
 - d. Automobile Insurance. Tenant undertakes to obtain automobile liability, collision and comprehensive insurance for any and all automobiles near the property.
21. All insurance policies, other than worker's compensation, shall name Landlord as an additional insured or interested party. Tenant will provide Landlord certificates evidencing the required insurance policies prior to the start date of the Term.

Waiver of Subrogation

22. Landlord and Tenant each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by insurance as required under this Agreement. Landlord and Tenant will cause each insurance policy carried by Landlord or Tenant relating to the Site to include or allow a full waiver of any subrogation claims.

Indemnification

23. To the extent permitted by law, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all claims, actions, liabilities, suits, demands, damages, losses, or expenses, including attorneys' fees, arising out of or relating to (i) Tenant's use and occupancy of the Site, (ii) any work done by or on behalf of Tenant on the Site, (iii) Tenant's negligence or willful misconduct, and/or (iv) Tenant's breach or default of any of the terms of this Agreement, provided however, Tenant's obligations under this section shall not extend to any claims actions, liabilities, suits, demands, damages, losses, or expenses arising from the sole negligence or willful misconduct of Landlord.

Access to Site

24. Landlord or its agents may have access to the Site at reasonable times to inspect the Site, to make any necessary repairs, to show the Site to prospective lenders or buyers, and as otherwise needed to perform its obligations under this Agreement.

Default

25. The following shall each constitute an "Event of Default" by Tenant:
- a. Tenant fails to make any required payment due under this Agreement.
 - b. Tenant fails to perform any obligation or condition or to comply with any term or provision of this Agreement.
 - c. Tenant files a petition for bankruptcy, reorganization or similar relief, or makes an assignment for the benefit of creditors.

Termination by Landlord

26. Upon the occurrence of an Event of Default by Tenant which continues for a period of 28 days after receiving written notice of the default from Landlord, Landlord has the right to terminate this Agreement and take possession of the Site. Landlord's rights hereunder shall be in addition to any other right or remedy now or hereafter existing at law or equity.

Termination by Tenant

27. In the event of a breach by Landlord of any of its obligations, covenants, or agreements under this Agreement which continues for a period of 28 days after receiving written notice of the breach from Tenant, Tenant has the right to terminate this Agreement, upon written notice to Landlord, without penalty. Landlord shall return to Tenant any prepaid or prorated rent if Tenant terminates this Agreement pursuant to this section.

Surrender of the Site

28. Tenant shall return the Site to Landlord upon termination of this Agreement in good condition and repair, ordinary wear and tear excepted. Within 28 days following the termination of this Agreement, Tenant will remove all equipment, materials, fixtures and other personal property belonging to Tenant from the Site. Any property left on the Site after 28 days following the termination of this Agreement will be deemed to have been abandoned by Tenant and may be retained by Landlord.

Registration of the Lease

29. The parties shall, to the extent required by law and practice, properly register this Lease Agreement with the relevant Land Registry Office, and any other relevant government office that may serve as a place for registering or recording leases, within 45 days from the date that this Lease Agreement is executed.

Subordination

30. This Agreement and Tenant's right hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other lien now or hereinafter incurred by Landlord. Upon request of Landlord, Tenant will enter into a subordination agreement or other customary form as required by the lien holder.

No Partnership

31. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any other fiduciary relationship between the Parties other than that of Landlord and Tenant. Neither Party is authorized to act as an agent or on behalf of the other Party.

Condemnation

32. In the event that all or a material portion of the Site necessary for Tenant's Permitted Use of the Site is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain, this Agreement shall terminate on the date of such taking, and all rent under this Agreement shall be prorated and paid to such date. In the event such taking is less than a material portion of the Site, this Agreement shall remain in full force and effect; provided however, the rent due under this Agreement shall be reduced to such extent as may be fair and reasonable under the circumstances. Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

Limitation of Liability

33. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

Assignment and Subletting

34. Tenant will not assign this Agreement as to all of or any portion of the Site or make or permit any total or partial sublease or other transfer of all of or any portion of the Site without Landlord's consent.

Quiet Enjoyment

35. If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Site during the Term.

Force Majeure

36. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

Notices

37. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail, addressed to Landlord or Tenant at the address stated above, or to another address that either Party may designate upon reasonable notice to the other Party.

Further Assurances

38. Each Party hereto agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Agreement and each Party's rights and interests in this Agreement.

No waiver

39. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing.

Severability

40. If any provision of the Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

Successors and Assignees

41. This Agreement will inure to the benefit of and be binding upon the Parties and their respective permitted successor and assigns.

Governing Law and Disputes

42. The terms of this Agreement shall be governed exclusively by the laws of the State of Jurisdiction named in Schedule 1, without regards to its conflicts of laws rules. Any dispute arising from this Agreement shall be resolved in the courts of the same.

Attorney's Fees

43. If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal.

Amendment

44. This Agreement may not be modified except in writing signed and acknowledged by both Parties.

Counterparts

45. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document.

Headings

46. The section heading herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.

Entire Agreement

47. This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the Site.

Schedule 1

Effective Date	
Tenant Name	
Tenant Address (if left blank, assumed to be the Site Address)	
Tenant Phone No.	
Tenant Email Address.	
Landlord Name	

Landlord Address (This should be the Seller's new address for correspondence purposes)	
Landlord Phone No.	
Landlord Email Address	
Site Address	
Rental Price for Property (in USD)	\$
Rent Payment Schedule for the Site (if not enough space, attach payment schedule as Exhibit A)	
Permitted Use (if not enough space, attach Permitted Use Document as Exhibit B)	
Security Deposit Amount (in USD)	\$
Title Company Details	

State of Jurisdiction	
Lease Start Date	
Lease End Date	

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on the Agreement Date as specified in Schedule 1.

Landlord

Tenant

Witness

Witness