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LEASE AGREEMENT[1]

1. **TERMS.** Each reference in this Lease Agreement (the "Lease") to any of the following subjects shall be construed to incorporate the data stated for that subject in this Section 1**.**

Date of this Lease:	_________________, 20__
Name of Tenant:	_________________, a ________________
Name of Landlord:	____
Building:	The building located at ____
Property:	The Building and the real property on which the Building is located and any other buildings and improvements located thereon.
Premises:	Approximately ____ rentable square feet of space in Suite ___ of the Building.
Term:	The period of time beginning on the Rent Commencement Date and ending at 11:59 P.M. on the Expiration Date.
Rent Commencement Date:	__________________, 20__
Expiration Date:	That certain date which is the last day of the ____________ (__) complete calendar month following the Rent Commencement Date.
Automatic Renewal:	Yes [___] No [___] (check applicable box)
Security Deposit:	$_______________.
Rent:	Base Rent and all Additional Rent
Additional Rent:	All amounts required to be paid by Tenant to Landlord pursuant to this Lease other than Base Rent, including, without limitation, Tenant's Percentage of Operating Expenses and Taxes.
Tenant's Percentage:	_________%, being the ratio of rentable square footage of the Premises to the total rentable square footage of the Building as determined by Landlord.
Base Rent:	Base Rent shall be paid monthly in accordance with the schedule below.

Months of Term	Base Rent (per annum)	Base Rent (per month)	Base Rent (per rentable square foot, per annum)
Rent Commencement Date-12	$__________	$__________	$__________
13-24	$__________	$__________	$__________
25-36	$__________	$__________	$__________
37-48	$__________	$__________	$__________
49-60 (plus any additional days necessary for the Term to expire on the Expiration Date)	$__________	$__________	$__________

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2. **TERMS AND CONDITIONS.** The Terms and Conditions attached hereto are incorporated into this Lease by reference hereby.

[See attached for Terms and Conditions]

TERMS AND CONDITIONS

1. **The Premises**. Landlord leases to Tenant, and Tenant leases from Landlord, upon and subject to the terms and conditions of this Lease, the Premises, subject to all terms, conditions, requirements and other obligations and restrictions required or imposed by all easements, restrictions and other documents of record, including without limitation access, maintenance and other easements, restrictive covenants, and orders of conditions. The Premises are leased with the right of Tenant to use for its customers, employees and visitors, in common with other parties entitled thereto, such common areas and facilities as Landlord may from time to time designate and provide.

2. **Term.** The Premises are leased for the Term unless such Term is sooner terminated. If for any reason Landlord is unable to deliver possession of the Premises to Tenant on or prior to the Rent Commencement Date, then Landlord shall not be liable to Tenant for any resultant loss or damage and this Lease shall not be affected except that the Rent Commencement Date shall be extended by one (1) day for each day of such delay (and Landlord shall confirm such extension pursuant to a letter delivered to Tenant; provided that failure to deliver such letter will not affect the Rent Commencement Date). In the event Tenant fails to promptly take possession of the Premises following the Rent Commencement Date, same shall be a default under this Lease.

3. **Condition of the Premises**. The Premises are leased in an "as is" and "where is" condition without any warranty of fitness for use or occupation express or implied, it being agreed that Tenant has had an opportunity to examine the condition of the Premises, that Landlord has made no representations or warranties of any kind with respect to such condition, and that Landlord has no obligation to do or approve any work or make or approve any improvements to or with respect to the Premises in order to prepare the same for Tenant's occupancy except as specifically provided in this Section.

4. **Rules and Regulations**. Landlord shall provide Tenant, and Tenant shall comply, with Landlord's written rules, regulations, policies and procedures (the "Rules and Regulations") with respect to Tenant's use of the Premises and the Property.

5. **Payments**. Commencing on the Rent Commencement Date, payments of Base Rent and monthly reoccurring Additional Rent are due on or before the first day of each month to Landlord's Remittance Address or such other address or account as designated by Landlord; provided that the first monthly installment of Base Rent shall be paid upon Tenant's execution of this Lease. Base Rent and monthly reoccurring Additional Ren] shall be prorated for any partial calendar month based on the number of days in such month. Any one time or irregularly occurring charges of Additional Rent may be invoiced at any time and payable within fifteen (15) days or receipt of such invoice. If any installment of Base Rent or Additional Rent is not paid when due, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of the overdue amount plus interest from the date due until paid at the rate (the "Default Rate") of the greater of twelve percent (12%) per annum or the highest rate permitted by Applicable Laws.

6. **Operating Expenses**. Tenant shall pay monthly, as Additional Rent, one-twelfth (1/12) of Tenant's Percentage of annual Operating Expenses based on estimates provided by Landlord from time to time and subject to annual reconciliation by Landlord as performed in Landlord's ordinary course of business. "Operating Expenses" means and includes all expenses, costs, fees and disbursements paid or incurred by or on behalf of Landlord for managing, operating, maintaining, improving, servicing or repairing the Building or Property and all building systems thereon.

7. **Taxes**. Tenant shall pay monthly, as Additional Rent, one-twelfth (1/12) of Tenant's Percentage of annual Taxes based on estimates provided by Landlord from time to time and subject to annual reconciliation by Landlord as performed in Landlord's ordinary course of business. "Taxes" means all taxes, assessments and fees levied upon the Property by any governmental entity based upon the ownership, leasing, renting or operation of the Property. In addition to the foregoing, Tenant shall pay Landlord, as Additional Rent, for any use, rent or sales tax, service tax, value added tax, franchise tax or any other tax on Rent however designated as well as for any taxes which are reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant. All expenses, including attorneys' fees and disbursements, experts' and other witnesses' fees, incurred in contesting the validity or amount of any Taxes or in obtaining a refund of Taxes shall be considered as part of the Taxes for the year in which the expenses are incurred.

8. **Security Deposit**. The Security Deposit amount shown in Section 1 of the Lease must be paid by Tenant by the Date of the Lease. The Security Deposit will be held by Landlord throughout the term of the Lease and any renewal period to secure the performance of Tenant's obligations hereunder. Landlord shall have the right to apply all or any portion of the Security Deposit to cure any and all defaults of Tenant under this Lease, including any damages or alterations to the Property. In the event Landlord elects to apply the Security Deposit as provided for above, Tenant shall, within five (5) days after Landlord's demand, restore the Security Deposit to the original amount. Provided that Tenant has paid all amounts due and has otherwise performed all obligations hereunder, Landlord agrees to return the balance of the Security Deposit, without interest, within sixty (60) days after expiration or termination of the Lease. Landlord will use commercially reasonable efforts to return the Security Deposit to Tenant, but if Tenant cannot be located within one (1) year of the Lease's expiration or termination, Tenant shall forfeit the Security Deposit.

9. **Automatic Renewal of Term**. For any Tenant that has elected automatic renewal of the Term, the Term of this Lease shall automatically be renewed for successive six (6) month periods (each such period, a "Renewal Period"). Landlord shall notify Tenant in writing of Landlord's determination of the Base Rent for the next occurring Renewal Period, which Base Rent shall be Landlord's reasonable determination of then-current fair market rental value for the Premises, within sixty (60) days prior to the commencement of the next Renewal Period. Following the commencement of the first such Renewal Period, Tenant shall have the right to cancel any subsequent automatic Renewal Period by delivering written notice thereof to Landlord at least one hundred twenty (120) days before the expiration of the then current Renewal Period. Notwithstanding anything to the contrary herein, Tenant's right to automatically renew the Lease for any Renewal Period is subject to Landlord's approval in its sole discretion.

10. **Holding Over**. If Tenant or any party claiming by or under Tenant remains in occupancy of the Premises or any part thereof beyond the expiration or earlier termination of this Lease, such holding over shall be without right and a tenancy at sufferance, and Tenant shall be liable to Landlord for any loss or damage incurred by Landlord as a result thereof, including consequential damages. In addition, for each month or any part thereof that such holding over continues, Tenant shall pay to Landlord a monthly fee for the use and occupancy of the Premises equal to (a) the greater of (i) three hundred percent (300%) of the Base Rent payable for the month immediately preceding such hold over and (ii) three hundred percent (300%) of the then-current market-rate Base Rent for the Premises (as determined by Landlord in its sole and absolute discretion) or (b) if Applicable Law prohibits the holdover fee as set forth in the immediately preceding clause (a), then the highest amount of such fee as permitted under Applicable Law, without adjustment for any partial month.

11. **Utilities.** Landlord shall provide equipment per Landlord's building standards to heat the Premises in season and to cool all office areas between May 1 and November 1. Tenant shall pay all charges for utilities used on the Premises, including electricity, telecommunications, gas, oil, water, and sewer, and shall use whichever utility service provider Landlord designates. Tenant shall pay the utility provider or Landlord, as applicable, for all such charges as determined by separate meters serving the Premises and/or as a proportionate share if not separately metered. Tenant shall also pay Landlord a proportionate share of all other fees and charges relating to utilities serving a portion of the Building or the

Property, as applicable, including charges for repair and maintenance of any on-site septic system.

12. **Maintenance and Use of Premises**. The Premises shall be used for the sole purpose of [storage, distribution, and general office uses related thereto][2], all as permitted by applicable law, statute, ordinance, or other governmental rule or regulation now in force or which may hereafter be enacted ("Applicable Law") and for no other use, purpose, or business (such use, the "Permitted Use"). Tenant shall not do or permit to be done in or about the Premises anything which is prohibited by Applicable Law or which will, in any way, obstruct or interfere with the rights of other occupants of the Property. Tenant agrees to maintain the Premises in good condition (including repairing or replacing all systems or portions of systems to the extent exclusively serving the Premises including, but not limited to, electrical, mechanical, fire and life safety, plumbing and heating, ventilating and air conditioning systems), and repair any damage caused by Tenant or anyone claiming by or through Tenant at Tenant's sole cost and expense. Tenant further agrees at the end of the Lease Term to return the Premises to Landlord in substantially the same condition as when received. Tenant shall use the Premises for the Permitted Use only, and Tenant shall maintain compliance with all present and future laws affecting the Premises and obtain any and all permits and approvals necessary for Tenant's use and occupancy of the Premises. For the avoidance of doubt, the Premises shall not be used for manufacturing, a dispatch or messenger-type operation, the sale of liquor, medical offices, barber or manicure shop, an employment bureau or any business that is materially involved in the cannabis industry. No storage of any material outside of the Premises shall be allowed unless first approved by Landlord, in its sole discretion. Tenant agrees not to install any electrical equipment that overloads any electrical paneling, circuitry or wiring and further agrees to comply with the requirements of any insurance underwriter or any governmental authorities having jurisdiction over the Premises and the Property. No inflammable, combustible, or explosive fluid, material, chemical or substance shall be brought or kept upon, in or about the Premises. Fire protection devices in and about the Building shall not be obstructed or encumbered in any way. No animals shall be kept in or about the Building (except as necessary to comply with the Americans with Disabilities Act of 1990, as amended from time to time, and the regulations promulgated thereunder). Tenant shall not possess or store, and shall not permit Tenant's employees, agents, licensees or invitees to possess or store, firearms or other items intended for use as weapons in or about the Premises or the Property. Tenant shall not, and shall not permit Tenant's employees, agents, licensees or invitees, to (i) use any narcotics or recreational drugs, tobacco products (including smokeless tobacco), nicotine products or electronic smoking devices while on the Property or (ii) produce, grow, store, dispense or distribute narcotics, cannabis, cannabis-containing products or any other recreational drug in, from or on the Property. No cooking shall be done in the Premises, nor shall the Premises be used for lodging, for living quarters or sleeping apartments, or for any improper, objectionable, illegal or immoral purposes. Tenant shall not make any alterations, additions, or improvements in or to the Premises without first obtaining Landlord's approval, which Landlord may withhold or condition in its sole discretion.

13. **Hazardous Substances**. Tenant shall not (i) generate, utilize, store or dispose of on the Premises or Building or surrounding property any Hazardous Substances or (ii) suffer or permit to occur any violation of Environmental Laws on or with respect to the Premises or Building or surrounding property. Tenant shall forever indemnify, defend and hold harmless Landlord and its partners, officers, directors, employees, agents, successors, grantees, assigns and mortgagees from any and all claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions, causes of action and losses of any and every kind and nature (including, without limitation attorneys' fees, consultant fees and expert fees) that may arise during or after the Term as a result of any breach by Tenant of the covenants contained in this Section. This covenant of indemnity shall survive the termination of this Lease. Notwithstanding the foregoing, the prohibition contained herein shall not apply to ordinary office products that may contain de minimis quantities of Hazardous Substances; however, Tenant's indemnification obligations are not diminished with respect to the presence of such products. Tenant acknowledges that Tenant has an affirmative duty to immediately notify Landlord of any release or suspected release of Hazardous Substances in the Premises, Building, or surrounding property. As used herein the term "Environmental Laws" shall mean all federal, state and local laws, statutes, regulations, ordinances or the like which regulate, govern or in any way deal with the storage, generation, release, clean-up, use or abatement of substances or wastes for the protection of health, safety and/or the environment. The term "Hazardous Substances" shall mean those toxic, hazardous or other substances or wastes, the generation, storage, discharge, and/or disposal of which are regulated and/or controlled by any Environmental Law.

14. **Signage.** Landlord may, at its expense, identify Tenant's occupancy of the Premises with a building standard sign at the main entry to the Premises and, if applicable, on the Building's directory.

15. **Tenant's Insurance; Waiver of Subrogation**. Prior to the Rent Commencement Date, and from time to time thereafter as required by Landlord, Tenant will provide Landlord with a certificate of insurance or other evidence of commercial property insurance covering property damage to the entire Premises, which coverage shall insure the full replacement cost, without deduction for depreciation, of all Tenant-owned improvements, betterments, alterations, fit-out, personal property, machinery, equipment, office furniture, trade fixtures, office equipment, contents, products, molds, and all other personal property owned by Tenant in, on, or about the Premises; commercial general liability insurance coverage, relative to Tenant's occupancy of the Premises, with a combined single limit of $1,000,000 per occurrence, $3,000,000 general aggregate; and Umbrella Liability insurance with a limit of $3,000,000. Insurance shall contain deductibles not in excess of that reasonably approved by Landlord, shall contain a clause confirming that such insurance and the coverage evidenced thereby shall be primary with respect to any insurance policies carried by Landlord and shall be obtained from responsible companies qualified to do business and in good standing in the state in which the Property is located, which shall have a general policy holder's rating acceptable to Landlord. Such insurance shall name Landlord and all beneficiaries, agents, and mortgagees of Landlord as additional insureds and shall include a specific waiver of subrogation. A certificate (on ACORD Form 27 or ISO Form 20 26 or any equivalent thereto) of the insurer, certifying that such policy has been issued and paid in full, providing the coverage required by this Section and containing provisions specified therein, shall be delivered to Landlord prior to the Rent Commencement Date. Tenant shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and deliver to Landlord and any additional insureds including, but not limited to, the Landlord and the manager of the Property, such renewal policy or a certificate thereof at least thirty (30) days prior to expiration of any existing policy. Such policy shall be non-cancelable and not materially changed without at least thirty (30) days' prior written notice to Landlord. Landlord and Tenant each hereby waive any and every claim for recovery from the other for any and all loss of or damage to their respective property which loss or damage is covered by valid and collectible insurance policies, but only to the extent of the insurance proceeds received in connection with such loss or damage under said insurance policies.

16. **Landlord's Insurance**. Landlord shall have and maintain in effect at all times property and general liability insurance in such amounts as Landlord shall deem appropriate.

17. **Indemnity; Tenant Liability**. Except to the extent prohibited by law, Tenant shall neither hold nor attempt to hold Landlord or its employees or Landlord's agents or contractors or their employees liable for, and Tenant covenants and agrees that it shall indemnify and defend Landlord for and against any and all penalties, damages, fines, causes of action, liabilities, judgments, expenses (including, without limitation, attorneys' fees) or charges incurred in connection with or arising from: (i) the use or occupancy of the Premises by Tenant or any person claiming

[2] Tenant's specific use to be incorporated.

under Tenant; (ii) any acts, omissions or negligence of Tenant or any person claiming under Tenant, or contractors, agents, employees, invitees or visitors of Tenant or any such person; (iii) any breach, violation or nonperformance by Tenant or any person claiming under Tenant or the employees, agents, contractors, invitees or visitors of Tenant or any such person of any term, covenant or provision of this Lease or any law, ordinance or governmental requirement of any kind; (iv) any injury or damage to the person, property or business of Tenant, its employees, agents, contractors, invitees, visitors or any other person entering upon the Property under the express or implied invitation of Tenant; or (v) any matter occurring in the Premises during the Term. In addition, except to the extent prohibited by law, Tenant is solely responsible as among Landlord, Tenant and any Tenant party, for personal injuries (including death) and property damage, including damage by fire or casualty, arising out of or related to any Tenant party's(ies') use, control, or occupancy of the Property, including the Premises and any common areas then being used by a Tenant party, or the condition thereof.

18. Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required by this Lease by reason of strikes, lock-outs, labor troubles, inability to procure labor, inability to procure materials or equipment or reasonable substitutes therefore, failure of power, fire or other casualty, restrictive government laws or regulations, judicial orders, enemy or hostile government actions, riots, insurrection or other civil commotions, war or other reason of a like nature not at the fault of the party delayed in performing any act as required under the terms of this Lease ("Force Majeure"), then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not operate to excuse Tenant from the prompt payment of Rent or any other payments required under the terms of this Lease.

19. Casualty; Eminent Domain. If a substantial portion of the Premises, the Building, or the Property is substantially damaged by fire or casualty, or is taken by eminent domain, as Landlord determines in its sole discretion, Landlord may elect to terminate this Lease. If such event is not caused or contributed to by any Tenant party(ies) and renders the Building uninhabitable, a proportionate abatement of Rent shall be made, and Tenant may elect to terminate this Lease upon 30 days' prior written notice to Landlord if Landlord has not commenced restoration of the Premises within ninety (90) days after said event and thereafter continues said restoration to completion. Landlord reserves all rights condemnation awards for damages or injury to the Premises for any taking by eminent domain, except for damage to Tenant's personal property or equipment.

20. Default. If (a) Tenant fails to pay Rent or other amounts owed in the time period set forth in Section 1 of these Terms and Conditions or breaches any other provision of this Lease or the Rules and Regulations or (b) any assignment for the benefit of creditors, trust mortgage, receivership, or other insolvency process shall be made or instituted with respect to Tenant or Tenant's property, then same shall constitute an "Event of Default" hereunder. Upon the occurrence of an Event of Default, in addition to all of Landlord's rights at law, in equity, or pursuant to this Lease (such rights and remedies being cumulative and none excluding any other right allowed by Applicable Laws), (i) Landlord may recover the cost of all brokerage commissions, rental abatements, legal fees, Tenant allowances, work performed by Landlord to the Premises for Tenant's benefit, and any other Tenant inducements paid or provided under this Lease plus interest on the foregoing items accruing from the Rent Commencement Date at the Default Rate (and such amounts shall immediately become due), (ii) Landlord may immediately terminate this Lease, repossess and re-let the Premises, and (iii) at Landlord's election, the net present value of the balance of Rent due hereunder for the entire remainder of the unfulfilled Lease Term, using the published prime rate then in effect, shall immediately become due and payable, since such sum is consistent with a reasonable estimate of the damages that might accrue as a result of such breach and is not a penalty[3]. Furthermore, Landlord may re-enter and repossess the Premises, breaking open locked doors, if necessary, and may use as much force as necessary to effect the manner thereof, and Landlord shall not be liable for any injury to the Premises caused thereby; nor shall Landlord be liable for the loss of any property within the Premises. In addition to, and in lieu of other statutory liens, Tenant hereby grants to Landlord a **SECURITY INTEREST** in all Tenant's property now or at any time hereafter stored in the Premises to secure the timely performance of Tenant's obligations under this Lease and to secure the payment of all rents, charges and costs incident to Tenant's Event of Default. Landlord, upon the occurrence of an Event of Default, is authorized, at its option, to seize and take possession of Tenant's property therein, to remove Tenant's property at either private or public sale (subject to the notice provision set forth below) and otherwise to exercise all the rights and remedies of a secured party, all without prejudice to such other rights and remedies which Landlord may have under the laws of the state in which the Premises is located. At the time of such seizure, Landlord shall give notice in writing thereof to Tenant at the address set forth in the Lease or at such address as Tenant shall hereafter designate in writing to Landlord. Such notice shall be deemed received by Tenant when deposited in the United States mail, postage pre-paid, addressed as described above. At any time after thirty (30) days from the date of giving such notice, Landlord at its option, may (i) retain the contents as its own property and thereby terminate this Lease or (ii) sell said property at public or private sale for payment of any amount due Landlord. The balance, if any, of such sale proceeds after payment of all costs and expenses of conducting the sale and caring for or storing the property, after payment of any indebtedness, and after payment of any other expenses, damages, charges or fees provided for herein, shall be paid to Tenant. In addition to all of the foregoing, the provisions set forth in Exhibit A, attached hereto, are hereby incorporated into this Section.[4]

21. Inspection and Right of Entry. Landlord shall have the reasonable right to enter dedicated space for inspection to make repairs, alterations, improvements, additions, or for any other reason Landlord may deem necessary or desirable. Tenant's Rent obligations shall in no way abate while such repairs, alterations, improvements or additions are being made, for reason of loss or interruption of business of Tenant or otherwise.

22. Assignment/Subletting. Use of the Premises is limited to the Tenant listed herein. Tenant may not assign this Lease or sublet any portion of the Premises without the written consent of Landlord, which may be withheld in Landlord's sole discretion. Any attempted assignment or subletting without such consent shall be *void ab initio*. If Landlord does consent to such assignment or subletting, same shall not relieve Tenant of its obligations under this Lease.

23. Substitution of Premises. Landlord may require Tenant at Tenant's expense to relocate from the Premises to another suite(s) of similar size and type at any time upon written notice and on terms comparable to those herein.

24. Brokers. Each party represents and warrants that it has dealt with no broker, agent, or other person in connection with this transaction, and that no broker, agent, or other person brought about this transaction, other than [_______] with respect to Landlord ("Landlord's Broker") and [_____] with respect to Tenant ("Tenant's Broker", and collectively, the "Brokers"), whom Landlord agrees to compensate per separate agreement, and each party agrees to indemnify and hold the other harmless from and against any claims by any other broker, agent, or other person claiming a commission or other form of compensation by virtue of having dealt with the other party with regard to this transaction.

25. Subordination/Estoppels. This Lease is expressly subordinate to any current or future mortgage or mortgages placed on the Property and to all other documents executed in connection with any such mortgage. Tenant agrees that from time to time it shall deliver to Landlord or Landlord's mortgagee or designee within five (5) business days of the date of Landlord's or Landlord's mortgagees or such other designee's request, (i) such instruments as necessary to show the subordination of this Lease to any such mortgage or other such instrument, and (ii) a statement, in

[3] State-specific rent acceleration provisions to be incorporated, as applicable.
[4] State-specific damages provisions to be incorporated, as applicable.

writing, certifying such factual statements as Landlord or Landlord's mortgagee or designee may require.

26. **Disclaimer of Liability**. Landlord, to the fullest extent not prohibited by law, shall not be liable for any damage occasioned by failure to keep the Premises, Building or Property in repair, nor for any damage done or occasioned by or from plumbing, gas, electricity, water, sprinkler, or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about the Premises or the Building nor from any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts, or neglect of co-tenants or other occupants of the Building or of any owners or occupants of adjacent or contiguous property, nor for any loss of or injury to property or business occurring, through, in connection with or incidental to the failure to furnish any such services or the interruption of any services to the Premises. Further, Landlord shall not be liable or responsible to Tenant for any loss or damage to any property or person occasioned by theft or any other criminal act, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, law of requisition or order of any governmental authority.

27. **Notices and Remittances**. All notices, approvals, consents, requests, or demands required or permitted to be given by either party will be in writing and will be delivered to the notice address set forth in this Section by personal delivery, certified mail with return receipt requested, or by a nationally recognized delivery service providing proof of delivery. Landlord's Notice Address is [_____] LLC, c/o NorthBridge Partners LLC, 401 Edgewater Place, Suite 430, Wakefield, MA 01880, Attn: Dean Atkins, with a copy to Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, MA 02111, Attn: Geoffrey H. Smith, Esq. Tenant's Notice Address is [____________]. Remittances to Landlord shall be sent to [_______] LLC, c/o NorthBridge Partners LLC, 401 Edgewater Place, Suite 430, Wakefield, MA 01880, Attn: Dean Atkins.

28. **No Waiver**. Notwithstanding any law, usage, or custom to the contrary, each party may enforce this Lease in strict accordance with its terms; and the failure to do so will not create a custom contrary to the specific terms, provisions, and covenants of this Lease or modify the same, and a waiver by either party to enforce its rights pursuant to this Lease or at law or in equity will not be a waiver of such party's rights in connection with any subsequent default. The receipt of rent or other payment by either party with knowledge of the breach of any term, provision or covenant of this Lease will not be a waiver of such breach. No waiver by either party will be deemed to have been made unless expressed in writing and signed by such party.

29. **Governing Law; Arbitration**. This Lease is governed by and shall be construed in accordance with the laws of the state in which the Property is located, without reference to principles of conflicts of the state's law. All claims and disputes arising under or relating to this Lease are to be settled by binding arbitration in the state of the Property.

30. **Severability.** The invalidity or unenforceability of any clause or term of this Lease shall not affect or render invalid or unenforceable any other clause or term hereof.

31. **No Consent or Waiver**. No consent or waiver, express or implied, by Landlord to or of any breach of any obligation of Tenant is intended or shall be construed as a consent or waiver to or of any other breach of the same or any other obligation.

32. **Time is of the Essence**. Time is of the essence as to the performance of each party's obligations under this Lease.

33. **Independent Covenants.** Tenant's covenants under this Lease shall be independent of Landlord's covenants, and Landlord's failure to perform any such covenant(s), including a covenant constituting a significant inducement to Tenant to enter into this Lease, shall not excuse the payment of Rent or any other amounts owed by Tenant or allow Tenant to terminate this Lease

34. **Counterparts; Electronic Signatures**. Landlord or Tenant may deliver executed signature pages to this Lease by electronic means to the other party, and the electronic copy will be deemed to be effective as an original. This Lease may be executed in any number of counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page.

35. **"Know Your Customer" Requirements**. Upon Landlord's request from time to time, Tenant shall provide to Landlord such information and other documentation as may be reasonably requested by Landlord (or any existing or potential mortgagee of the Property) for purposes of compliance with applicable "know your customer" requirements under the Patriot Act, the Beneficial Ownership Regulation or other applicable anti-corruption and anti-terrorism laws (including those passed pursuant to the Patriot Act), and such other financial data or information as such party may reasonably request, including, but not limited to, budgets, forecasts, reserves, cash flow projections, and physical condition of the Premises.

36. **OFAC.** Tenant represents and warrants to Landlord that neither Tenant nor any of Tenant's members, shareholders or other equity owners, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

37. **No Joint Venture or Partnership**. Nothing in this Lease will be construed as creating a joint venture, partnership or any relationship other than a landlord-tenant relationship between Landlord and Tenant, express or implied.

38. **Attorneys' Fees**. The prevailing party in any action to enforce this Lease will be entitled to receive from the other party all reasonable expenses, including legal fees and disbursements paid or incurred by the prevailing party in such action.

EXHIBIT A[5]

[5] State-specific damages provisions to be incorporated, as applicable.