

LEASE [RETAIL]

THIS LEASE (“Lease”) is made this ___ day of _____, 2015, by and between [_____] a [_____] whose address is [_____] (“Landlord”) and [_____] a [_____] whose address is [_____] (“Tenant”).

For valuable consideration received, Landlord and Tenant agree as follows:

1. **Leased Premises.** In consideration of the rents to be paid and the covenants to be performed by Tenant under this Lease, Landlord leases to Tenant and Tenant leases from Landlord certain premises now or hereafter constructed (the “Premises”) which are situated upon and are a part of lands and premises located in the City of Detroit, Michigan. The Premises consists or shall consist of approximately [_____] (_____) square feet of area, more particularly depicted and designated on Exhibit A attached hereto, Unit #_____, the postal address of which is _____.

Landlord hereby grants to Tenant and Tenant’s employees, agents, customers and invitees the non-exclusive license during the Term (as defined below) to use, in common with others entitled to the use thereof, the parking areas, drives, access roads and other common areas within the Premises.

2. **Term.** The term of this Lease (the “Term”) shall be for a [_____] (____) year period commencing on the ___ day of _____, 20__ (“Commencement Date”) and terminating on the ___ day of _____, 20__ (the “Expiration Date”), subject to earlier termination as provided for in this Lease, and on the terms and for the Rent set forth below.

3. **Minimum Rent.** Tenant shall pay to Landlord as annual Minimum Rent the sums set forth below in equal monthly installments, in advance on the first day of each calendar month during the Term of this Lease (“Minimum Rent”). All Rent (as defined below) shall be paid to Landlord at the address set forth above or at any other address that Landlord may designate in writing, without prior demand and without any deduction or offset. The annual Minimum Rent is:

Lease Year	Rent per Square Foot	Annual Rent	Monthly Rent

Tenant shall also pay during the Term of this Lease all amounts of Additional Rent (as defined below) as and when due. Minimum Rent and Additional Rent are collectively referred to in this Lease as “Rent.”

If Tenant fails to timely pay any Rent due under this Lease, a late payment charge of [\$_____] shall be assessed and, thereafter, the amount of Rent not paid shall be subject to a service charge, at the lesser of the rate of ____ (____%) percent per month or the highest rate permitted by law, until such delinquent amount is paid in full.

4. Additional Rent.

Alt 1: Percentage Rent:

Period	Amount Each Lease Year
Commencement Date Through _____	_____ percent (____%) of Gross Sales exceeding a Breakpoint of \$_____
_____ Through _____	_____ percent (____%) of Gross Sales exceeding a Breakpoint of \$_____
_____ Through _____	_____ percent (____%) of Gross Sales exceeding a Breakpoint of \$_____
_____ Through _____	_____ percent (____%) of Gross Sales exceeding a Breakpoint of \$_____
_____ Through _____	_____ percent (____%) of Gross Sales exceeding a Breakpoint of \$_____

Prorations of Breakpoints for Partial Lease Years, and prorations for Lease Years containing two different Breakpoints for different periods, shall be as described in Article 3.

Alt 2: Common Area Assessment. Tenant shall also pay to Landlord as “Additional Rent”, upon demand, an amount equal to its “Pro Rata Share” (which for purposes of this Lease shall be a fraction, the numerator of which is the square footage of the Premises and the denominator of which is the total square footage of the building in which the Premises are located) of all expenses incurred by Landlord for (a) Common Area Maintenance, (b) insurance on the building in which the Premises are located and the Common Areas, (c) taxes and assessments for the Premises and all improvements constructed thereon, and (d) maintenance and repair of the building in which the Premises are located and the Common Areas of the Premises. Tenant shall pay a monthly amount equal to Landlord’s estimate of such annual costs, which Landlord has initially determined to be [\$_____] per month, and which Tenant shall pay in advance, on the first day of each month during the Term. Not less often than once every twelve months, Landlord shall provide to Tenant a statement of such costs, and with such statement a reconciliation of the monthly estimate of Tenant’s Pro Rata Share as appropriate, with any excess or deficiency being applied or added to Tenant’s next installment of Additional Rent. All other sums which Tenant is required to pay under the terms of this Lease shall also be paid as Additional Rent.

5. Common Areas. So long as Tenant is not in default under this Lease, Tenant, its agents, employees, customers and invitees, shall have the use, in common with all others to whom the Landlord has granted or may later grant rights to use the same, of the sidewalks, parking areas and drives designated by Landlord (the "Common Areas"). Tenant's employees shall park in areas designated for employee parking by Landlord. During the Term only Landlord shall perform all necessary maintenance to the Common Areas (including, without limitation, general cleaning, snow removal, grass cutting, parking lot cleanup, repairs of exterior light fixtures and light bulb replacement) and Tenant shall reimburse Landlord its Pro Rata Share of Landlord's actual expense in performing such maintenance, which portion Tenant shall pay as Additional Rent. Tenant shall be entitled upon reasonable advance written notice to Landlord, and at Tenant's cost, to inspect Landlord's books and records as they may relate to the statements submitted by Landlord to Tenant for such maintenance.

6. Insurance for Building and Common Areas. During the Term, Landlord shall keep the building in which the Premises are located and the Common Areas insured against loss or damage by fire and other hazards covered by customary extended-coverage insurance in such amounts as are determined by Landlord to be the full replacement value of the building and Common Areas. Tenant shall reimburse Landlord Tenant's Pro Rata Share above of all premiums actually paid by Landlord for such insurance, which Tenant shall pay as Additional Rent. Tenant shall be entitled upon reasonable advance written notice to Landlord, and at Tenant's cost, to inspect Landlord's books and records as they may relate to the statements submitted by Landlord to Tenant for such insurance.

7. Taxes. Landlord shall pay or cause to be paid all real property taxes and special assessments levied against the Premises and all improvements located thereon, and Tenant shall reimburse Landlord its Pro Rata Share of Landlord's actual expense in paying such taxes and assessments, which portion Tenant shall pay as Additional Rent. Tenant shall be entitled upon reasonable advance written notice to Landlord, and at Tenant's cost, to inspect Landlord's books and records as they may relate to the statements submitted by Landlord to Tenant for such taxes and assessments. Tenant shall pay all personal property taxes assessed against any personal property owned by Tenant on the Premises, and provide evidence of payment to Landlord upon request. Tenant shall reimburse Landlord, as Additional Rent, for the full amount of any increase in real estate taxes attributable to Tenant's improvements as determined by the local assessor, upon receipt of a copy of the tax bill and a request for reimbursement from Landlord.

8. Maintenance and Repair. Landlord shall, at its expense, keep in good order and repair the common utility lines to the point of connection for Tenant, the roof and the exterior walls of the building in which the Premises are located but not the storefront, doors, door frames, the window glass, window casings, window frames, windows or any of the appliances or appurtenances of said doors or window casings, window frames and windows, or any attachment to such appliances or appurtenances or attachments to the building or the Premises used in connection with the building. Landlord shall be obligated to make repairs only after Tenant has given Landlord written notice of the need for the repair, and only if the repair was not caused by the negligent or willful act of Tenant or its agents, employees, invitees, or licensees. Landlord may enter the Premises at any time during normal business hours and install or repair pipes, wire and other appliances or make any repairs deemed essential by Landlord to the use and occupancy of other parts of the building in which the Premises are located, charge Tenant for such repairs at

which shall be the then reasonable rate, and provide Tenant with applicable documentation of the work done and the cost of such work. Except in the event of an emergency which requires immediate access to the Premises, Landlord shall notify Tenant in advance of its entering the Premises.

Except as provided in the foregoing paragraph, Tenant shall, at its expense, keep the Premises and every part of the Premises in good condition and repair and at the expiration of the Term yield and deliver the Premises to Landlord in good condition and repair, reasonable use and wear and damage by the elements excepted, and shall remove those interior non-structural improvements as directed by Landlord. Tenant shall not make any exterior alterations, additions or improvements to the Property without Landlord's written consent. Tenant shall not perform any acts or carry on any practice which may injure the Property or be a nuisance or menace to other tenants of Landlord and shall keep the Premises clean and free from rubbish and dirt at all times. Tenant shall, at its own expense and under penalty of forfeiture and damages, promptly comply with all Laws affecting the Premises and the cleanliness, safety, occupation and use of the Premises during the Term. Tenant shall provide and pay for its own regular janitorial service to maintain the Premises in a neat and clean condition, and shall employ at Tenant's expense a reputable firm to service and maintain the heating and air conditioning systems for the Premises. Tenant shall also be responsible for all repairs or replacements to any area or system of the Premises that is occasioned by the negligent or willful act of Tenant or its agents, employees, invitees or licensees.

9. Use. Tenant shall use and occupy the Premises for the operation of an [_____] business in accordance with all applicable federal, state, local and other laws, rules, regulations, ordinances, codes and other governmental requirements (collectively, "Laws") and for no other purpose without the consent of Landlord, which consent Landlord may withhold in its sole discretion for any or no reason. Tenant shall not knowingly use the Premises for any purpose or in any manner in violation of any Laws. Tenant shall not deface or injure the Premises, permit anything to be done on the Premises tending to create a nuisance or to disturb other tenants in the building containing the Premises (if any), or permit any activity in the Premises which will result in an increase of any premium or cancellation of any policy for insurance on the Premises.

10. Continuous Operation. Tenant covenants to be open for business in the Premises on the Commencement Date, and throughout the Term, and to continuously use the Premises for the purpose stated in this Lease, carrying on Tenant's business diligently. Tenant shall keep the Premises open and available for business activities during normal business hours at least five days per week, except when prevented by strikes, fire, casualty, or other causes beyond Tenant's control. At all times during the Term of this Lease, Tenant's business hours shall be prominently displayed in the front window area of the Premises.

11. Operations.

(a) Tenant shall at all times maintain adequate personnel for the efficient service of its customers, and, in general, employ its best judgment, efforts, and abilities to operate the business conducted by it on the Premises in a first class manner.

(b) Tenant shall not cover the windows of the Premises with any window coverings or any other materials, and shall keep all windows on the Premises uncovered at all times.

(c) Tenant shall maintain at all times displays of merchandise in the display windows, if any, of the Premises.

(d) Tenant shall keep all garbage and refuse in the kind of container specified by Landlord. If Landlord provides or designates a service for picking up refuse and garbage, Tenant shall use it at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.

(e) Tenant shall maintain the exterior of the Premises in a clean and neat manner along the storefront, including keeping the sidewalk in front of the Premises in broom-swept condition at all times and Tenant shall not deposit refuse or trash outside of the Premises at any time other than in approved receptacles.

(f) Tenant shall keep the Premises at a temperature sufficient to prevent the freezing of water in any pipes and fixtures.

(g) Tenant shall not store, deposit or place any trash, refuse or empty boxes on the sidewalk or Common Areas and Tenant shall not place or permit any obstructions or merchandise in those areas.

(h) Tenant shall use, at Tenant's own cost and expense, a pest extermination contractor acceptable to Landlord at intervals as reasonably required by Landlord.

(i) Tenant shall store and/or stock in the Premises only goods, wares and merchandise that Tenant intends to offer for sale at the Premises.

(j) Tenant shall conduct its business at the Premises in a dignified manner and in accordance with first class practices.

12. Restrictions on Tenant's Activities.

(a) Tenant shall not conduct any auction, fire, going-out-of-business or bankruptcy sales at the Premises.

(b) Tenant shall not operate or permit to be operated at the Premises any coin or token-operated vending machines or similar devices for the sale of goods, wares, merchandise, food, beverages and/or services, including without limitation pay telephones, lockers, scales and amusement devices, without Landlord's prior written consent.

(c) Tenant and Tenant's employees and agents shall not solicit business in the parking area or other Common Areas, nor shall Tenant or its employees or agents distribute any handbills or other advertising in or on automobiles parked in the parking area or in other Common Areas.

(d) Tenant shall not install any music system for the Premises without Landlord's prior written consent. No aerial shall be erected on the roof or exterior walls of the Premises or on the Common Areas. Any aerial so installed shall be subject to removal by Landlord without notice.

(e) Tenant shall not use any loudspeakers, televisions, phonographs, radios or other devices in a manner that can be heard or seen outside of the Premises.

(f) Tenant and its employees and agents shall not park any vehicle in relation to the Premises except in areas which are designated by Landlord for that use.

(g) Tenant shall not conduct any business or keep or display any merchandise in any Common Area.

13. Assignment and Subletting. Tenant shall not to sell, assign, mortgage, pledge, or in any manner transfer this Lease or sublet the Premises or any portion of the Premises without the prior written consent of Landlord, which consent Landlord may withhold in its sole discretion. Notwithstanding any assignment or subletting, Tenant shall remain fully liable on this Lease. Landlord's right to assign this Lease is and shall remain unqualified. Upon any sale of the Premises in which the purchaser assumes all obligations under this Lease, Landlord shall be free of all its obligations under this Lease and shall not be subject to any liability resulting from any act, omission or event occurring after the conveyance. Tenant shall recognize and attorn to the transferee as Landlord, and Tenant further agrees to, within ten (10) days following Landlord's request therefor, execute and deliver the documents and letters that Landlord may request to assist in that transfer, including without limitation an attornment agreement and estoppel letter.

14. Utilities. At the commencement of the Term, Tenant shall have all utilities servicing the Premises metered in its own name. Any utilities that are not metered separately shall be billed to Tenant by Landlord. Tenant shall pay all charges and deposits for the utilities provided to or used in the Premises during the Term as the same shall become due. Landlord shall not be liable for damages if the furnishing of any utilities is interrupted by fire or other casualty, accident, strike, labor dispute or disagreement, the making of any necessary repairs or improvements or any other causes beyond Landlord's reasonable control.

15. Liability Insurance. Tenant shall indemnify Landlord and save harmless Landlord from any liability or claim for damages (including reasonable attorney's fees) that may be asserted against Landlord because of any accident or casualty occurring on the Premises, including without limitation all losses, liabilities, injuries, costs, expenses (including reasonable attorney's fees) and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Landlord for, with respect to, or as a direct result of the release or presence of any hazardous, toxic or dangerous waste, substance or material, or the violation of any law or regulations affecting the same. Tenant shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability insurance with an insurance company approved by Landlord, with liability coverage in an amount recommended by Landlord's insurance agent which, for the initial coverage, shall be not less than [\$500,000] for injury or death to anyone person, [\$1,000,000] for injury or death to more than one person, and [\$300,000] for damage to

property. At the commencement of the Term, Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord indicating that the foregoing insurance is in effect and providing that Landlord shall be notified in writing at least thirty (30) days before cancellation of, any material change in, or renewal of the policy. All insurance policies shall name Landlord and any persons designated by Landlord as insured parties.

Any insurance maintained by either party pursuant to this paragraph shall contain a clause or endorsement under which the insurer waives all rights of subrogation against the other party and its agents or employees with respect to losses payable under the policy.

Any personal property kept on the Premises by Tenant shall be kept at Tenant's sole risk.

16. Acceptance of Premises. Tenant's execution of this Lease shall constitute an acknowledgement by Tenant of its acceptance of the Premises in its "as is" condition.

THE PREMISES ARE LEASED TO TENANT IN ITS PRESENT "AS IS" CONDITION WITHOUT REPRESENTATION, WARRANTY OR COVENANT (EXPRESSED OR IMPLIED) BY LANDLORD AND SUBJECT TO THE PRESENCE OR ABSENCE OF ANY ENVIRONMENTAL CONDITION ON THE PREMISES OR ANY PROPERTY IN THE VICINITY OF THE PREMISES. TENANT HAS EXAMINED THE PREMISES AND ALL IMPROVEMENTS THERETO AND HAS FOUND ALL OF THE SAME SATISFACTORY FOR ALL PURPOSES. LANDLORD HAS NOT MADE, NOR SHALL BE DEEMED TO HAVE MADE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF HABITABILITY WITH RESPECT TO THE PREMISES, OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF.

17. Damage or Destruction. If during the Term, the Premises are partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenantable, the same shall be repaired as speedily as possible at Landlord's expense unless this Lease is terminated. If, during the Term, the Premises are partially or totally destroyed by fire or other casualty, and the cost of restoring the Premises to the condition before the damage equals or exceeds thirty (30%) percent of its fair replacement value immediately before the damage, or if the Premises are damaged by any casualty not insured against by Landlord, Landlord shall have the right to terminate this Lease by giving Tenant written notice of its election to do so within thirty (30) days of the date on which the damage occurs. Upon the giving of notice, the Lease shall terminate as of the date on which the damage occurred and the Rent shall be adjusted to that date. In default of notice by Landlord, this Lease shall continue and Landlord shall cause the Premises to be repaired or restored with due diligence, and Rent shall abate during the time Tenant is prevented from operating in the Premises as a result of such damage.

18. Condemnation. If the whole or any part of the Premises are taken by any public authority under the power of eminent domain, then the Term shall cease on that part to be taken from the date the possession is acquired by the public authority, and the Rent shall be paid up to that date. If the taking of a portion of the Premises substantially impairs the usefulness of the Premises for the purpose for which the Premises are leased, Tenant shall have the right either to

terminate this Lease or to continue in the possession of the remainder of the Premises under the terms and conditions of this Lease, except that Rent shall be reduced in proportion to the amount of the Premises taken, and in the latter event, Landlord shall promptly restore the remainder to a reasonably tenable condition. All damages awarded for the taking shall belong to and be the property of Landlord.

19. Alterations; Improvements; Signs. Except as otherwise agreed by the parties as set forth in Exhibit B, Tenant shall not make any improvements, alterations, additions, or physical changes upon the Premises without the prior written consent of Landlord, which consent Landlord may withhold in its sole discretion. The costs of any such initial improvements or alterations shall be mutually agreed by the parties and described in more detail in Exhibit B. Tenant shall not paint or decorate any part of the exterior of the Premises or attach or hang any awnings or other projections to the exterior of any window of the Premises or on the outside wall of the Premises, nor shall Tenant attach or exhibit any sign, display, lettering, or advertising matter of any kind on the exterior walls or corridors of the Premises or on the exterior of any window or door of the Premises without Landlord's prior written consent. All alterations and improvements, but not moveable equipment and trade fixtures, installed at Tenant's expense shall be the property of Landlord and shall remain on and be surrendered with the Premises at the termination of the Lease. However, Landlord may require that Tenant remove the alterations and improvements and repair any damages to the Premises caused by such removal. Landlord may make any improvement or changes to the exterior of the Premises and the Common Areas as it determines from time to time, provided such work does not unreasonably interfere with Tenant's operations. Landlord reserves the right to install antennas, signs and heating and air conditioning equipment on the roof of the Premises.

Interior window signs or advertising displays are permitted, provided the same comply with all applicable Laws and zoning requirements applicable to the Premises.

20. Remedies and Default. If Tenant (a) defaults in paying any sums to Landlord when due and does not cure the default within five (5) days without notice from Landlord, and/or (b) defaults in performing any other covenant or condition of the Lease and does not cure the default within thirty (30) days after written notice from Landlord specifying the default, and/or (c) is bankrupt or makes any assignment for the benefit of creditors, then Landlord may accelerate the full balance of the Rent payable for the remainder of the Term and sue for the sums, may terminate this Lease, or may, without terminating this Lease, reenter the Premises, dispossess Tenant or any other occupant of the Premises, remove and dispose of Tenant's effects, and relet the Premises for the Rent and upon the terms that are satisfactory to Landlord, crediting the proceeds, after deducting the costs of reentry, alterations, additions and reletting, to the unpaid Rent and the other amounts due during the remainder of the Term, and Tenant shall remain liable to Landlord for any unpaid balance. Tenant shall pay to Landlord all of Landlord's out-of-pocket costs and attorneys fees and other legal expenses incurred by Landlord in exercising its rights under this Lease. The pursuit of one or more of the above remedies shall not constitute an election of remedies by Landlord.

21. Landlord's Lien. Landlord shall have, and Tenant grants to Landlord, a security interest in any furnishings, equipment, fixtures, inventory, accounts receivable, and other personal property of any kind belonging to Tenant on the Premises. The security interest is

granted for the purpose of securing the payment of Rent and other charges, assessments, penalties, and damages to be paid by Tenant, and for the purpose of securing the performance of all of Tenant's obligations under this Lease. Upon Tenant's default or breach of any covenant of this Lease, Landlord shall have all remedies available under the laws of the state of Michigan, including but not limited to the right to take possession of the above-mentioned property and dispose of it by sale in a commercially reasonable manner. Tenant agrees to execute and deliver financing statements from time to time at Landlord's request for the purpose of perfecting and serving notice to third parties of the security interest granted by this Lease.

22. Rules and Regulations. Landlord reserves the right to adopt from time to time rules and regulations for the operation of the Premises which are not inconsistent with the provisions of this Lease. Tenant and its agents, employees, invitees, and licensees shall comply with all those rules and regulations.

23. Waiver. Landlord's failure to insist on strict performance of any of the terms, covenants, or conditions of this Lease or rules and regulations of the Premises shall not be deemed a waiver of any subsequent breach or default in the terms, covenants and conditions or rules and regulations. This Lease may not be changed, modified or discharged orally.

24. Notices. All notices required under this Lease shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to Landlord or to Tenant at the addresses listed above.

25. Quiet Enjoyment. Landlord covenants and agrees with Tenant and its successors and assigns that provided Tenant timely pays the Rent and observes and performs all the terms, covenants and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly possess and enjoy the Premises for the Term.

26. Subordination to Mortgage. Any mortgage placed on the Premises now or later shall be deemed to be prior in time and senior to the rights of Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any mortgage. Tenant shall at Landlord's request, execute any additional documents necessary to confirm this subordination. Notwithstanding the foregoing, Tenant's possession of the Premises under this Lease shall not be disturbed by any mortgagee, owner or holder of note secured by a mortgage placed on the Premises, unless Tenant breaches any of the provisions of this Lease and Tenant's right to possession has been lawfully terminated in accordance with the provisions of this Lease.

27. Security Deposit. Tenant shall pay to Landlord a security deposit of [\$_____] upon execution of this Lease. The funds on deposit with Landlord shall be held by Landlord, without liability for interest, as security for Tenant's faithful performance of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the term of this Lease. If Tenant fails to keep and perform any of the terms, requirements, conditions, covenants or promises of this Lease, then Landlord, at its sole option, may appropriate and apply the entire deposit, or as much as necessary, to compensate Landlord for losses or damages sustained by Landlord as a result. If the entire deposit or any portion of it is appropriated and applied by Landlord for the payment of overdue Rent or other sums due and

payable to Landlord by Tenant, then Tenant shall, upon the written demand of Landlord, immediately remit to Landlord a sufficient amount in cash to restore the security to the above amount. Tenant's failure to do within five (5) days after receipt of demand shall constitute a breach of this Lease.

28. Changes by Landlord. Landlord reserves the absolute right at any time and from time to time to make changes to the layout of Tenant's premises, changes to the parking lot, driveways, signs, landscaping and sidewalks, and by making additions to, subtractions from, or rearrangements of, the improvements in the Common Areas and, if applicable, Tenant's portion of the building containing the Premises.

29. Holding Over. If Tenant remains in possession of the Premises after the expiration or termination of the Lease, it shall be deemed to be occupying the Premises as a tenant from month to month, subject to all the conditions, provisions and obligations of this Lease as far as it applies to month-to-month tenancy, cancelable by either party upon thirty (30) days' written notice to the other party.

30. Recording. Tenant shall not record this Lease without the written consent of Landlord. However, upon the request of either party, the other party shall join in the execution of a memorandum of this Lease for the purpose of recordation. The memorandum or short form of this Lease shall describe the parties, the Premises, and the term of this Lease and shall incorporate this Lease by reference. No economic terms shall be disclosed in any memorandum.

31. Applicable Law. This Lease shall be construed under the laws of the State of Michigan. If any provision of this Lease, or its application to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

32. Successors. This Lease and the covenants and conditions shall inure to the benefit of and be binding on the Landlord and its successors and assigns and shall be binding on Tenant and permitted assigns of Tenant.

33. Third Party Beneficiaries. This Lease is made solely for the benefit of the parties to this Lease. Nothing contained in this Lease shall be deemed to give any person, partnership, joint venture, corporation, limited liability company, governmental entity or other entity any right to enforce any of the provisions of this Lease, nor shall any of them be a third party beneficiary of this Lease.

34. Confidentiality. The financial and other information contained in this Lease shall be deemed confidential and proprietary to the Landlord and shall not be disclosed by Tenant to any third party except to its attorneys, accountants, agents and employees.

35. Entire Agreement. This Lease constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations, and communications between the parties. Tenant hereby confirms that Tenant has read all of the terms of this Lease and understands such terms. Tenant has had the opportunity to seek the assistance of counsel prior to executing this Lease. If Tenant has chosen not to seek the

assistance of counsel prior to executing this Lease, Tenant understands that such decision shall have no effect upon the enforceability of any provisions of this Lease.

36. Amendment. No provisions of this Lease shall be amended unless a written amendment is signed by both parties.

WHEREFORE, Landlord and Tenant have executed this Lease as of the date first set forth above.

WITNESSES:

LANDLORD:

a _____

By: _____
Name: _____

By: _____
Name: _____
Its: _____

WITNESSES:

TENANT:

a _____

By: _____
Name: _____

By: _____
Name: _____
Its: _____

EXHIBIT A

Premises

EXHIBIT B

Premises Improvements