



RAMPART PARTNERSHIP

ver. D.B. – M.A.C. #2

LEASE AGREEMENT

1. **PARTIES:** This Lease Agreement (hereinafter “Lease”) is made this ____ day of _____, 20__, between _____ (hereinafter called “Landlord”) and _____ (hereinafter called “Tenant”). This Lease is guaranteed by _____.

2. **PREMISES DESCRIPTION:** In consideration of the rents and covenants herein _____ leases to _____, and _____ rents from _____ the following leasehold property: _____ as also shown on the attached Ex. A (and hereinafter referred to as “Premises”).

3. **COMMENCEMENT DATE AND TERM:** This Lease commences on _____ and shall be the following initial term of _____. Provided Tenant has not defaulted in its obligations under the Lease during the then existing term of the Lease, Tenant, upon one hundred-twenty (120) days prior notice to Landlord shall be entitled to the following renewal options: _____.

4. **RENT:** Tenant covenants to pay to Landlord as rental for the Premises: _____ annually to be paid in monthly installments of _____ in advance of the first day of each calendar month without notice and without set-off or deduction whatsoever. The rent shall increase each and every year at the commencement of each new lease year at the rate of _____ annually over the previous year’s rent. If the term of this Lease shall commence on a date other than the first day of a month, the minimum rental for the period from the date of the commencement of the term to the first day of the first full calendar month of the term shall be prorated and shall be payable on the first day of the term. Landlord hereby acknowledges receipt from Tenant of the sum of _____ representing prepaid rent for the first month of the lease term.

5. **PERMITTED USE:** The Premises shall be used and occupied for the following purposes and none other: _____. Tenant will conduct business on the Premises only under its own name or under the name of _____. The zoning of the property is _____. Said zoning information is deemed accurate but not warranted. Tenant is advised to confirm zoning requirements for its intended use with local authorities prior to occupancy.

6. **DEPOSIT:** Upon the signing of this Lease, Tenant shall pay to Landlord the sum of _____ which Tenant has deposited with Landlord as collateral security for the performance of Tenant's obligations under this Lease. Tenant grants Landlord an exclusive first priority security interest in said security deposit and agrees that Landlord's interest in the security deposit as cash collateral has been perfected by delivery and possession of the security deposit to Landlord. Landlord shall, in its sole discretion, have the right, but not the obligation, to apply said security deposit or any portion thereof to cure or remedy any default by Tenant hereunder, including default in payment of rent. Tenant shall, within five (5) days notice thereof, deposit with Landlord an amount sufficient to restore the Security Deposit to its original amount. The Security Deposit, or portion thereof, that is applied by Landlord for damage or default hereunder, shall be returned to Tenant, without interest, no later than sixty (60) days after the termination of this Lease. Landlord shall be entitled to commingle said security deposit with its own funds.

7. **REAL ESTATE TAX ESCLATION CLAUSE.** Adjustment for Taxes: If taxes (as hereinafter defined) for any fiscal year are higher than the taxes for the fiscal year beginning _____, then the rent to be paid by Tenant for such fiscal year shall be increased, by adding to the rent reserved herein for such rent year, _____ percent of the increase in such taxes, subject to the following provisions and definitions:

a. "Fiscal Year" as used herein shall mean the period from July 1 of any year through June 30 of the following year unless a different tax year is adopted for real estate tax purposes by the taxing authority: and in such event, the fiscal year as used herein shall mean the tax year so adopted for real estate tax purposes.

b. "Taxes" shall mean real estate taxes, assessments, sewer rents, or other governmental charges in nature of taxes on rents (other than income or franchise taxes) and/or levied or assessed against the building and parcel of ground on which it is located (hereinafter referred to in this lease collectively as the Real Property) by State, Federal, or Local government, exclusive of penalty, interest and discount. In addition, any reasonable expense incurred by Landlord in contesting any tax increase shall be included as an item of taxes for the purpose of computing the additional rent due Landlord as provided in this section.

c. "Additional Rent" Tenant agrees to pay the additional rent provided for in this section within thirty (30) days after receipt of a statement of the amount of such additional rent from Landlord. The additional rent payable by Tenant shall be pro-rated for any fractional part of a fiscal year during the last year of this lease.

d. If the tax year for real estate taxes shall be a period other than July 1 of any year through June 30 of the following year, then appropriate adjustment shall be made in the computation of any additional rent which may become due the Landlord on account of such increased taxes under the provisions of this section; and such adjustment shall be made in accordance with sound accounting principles to effectuate the changeover to any new tax year adopted by the taxing authorities.

8. **OPERATING EXPENSE ESCALATION CLAUSE.** Adjustment for Expenses: If “Building Expenses” (as hereinafter defined) of the Real Property for any fiscal year are higher than such expenses for the fiscal year beginning _____, then the rent to be

paid by Tenant for such fiscal year shall be increased by adding to the rent reserved in this Lease for such year, _____ percent of the increase in such Building expenses, subject to the following definitions and provisions:

a. “Fiscal Year” as used herein shall mean the period from January 1 of any year through December 31 of the following year, provided that Tenant agrees that Landlord may change the fiscal year from time to time, provided appropriate adjustments reflecting such change are made in the computation of the additional rent due under this Section in accordance with sound accounting principles.

b. “Building Expenses” shall be those expenses paid or incurred by Landlord in connection with maintaining, operating and repairing the Real Property in a manner deemed reasonable and appropriate by Landlord, and shall include without limitation the following: (1) all costs and expenses of operating, repairing, lighting, cleaning, and insuring (including liability for personal injury, death, and property damage and Workman’s Compensation insurance covering personnel), the Real Property as well as costs incurred in removing snow, ice, and debris therefrom, and of policing and regulating traffic with respect thereto; (2) water, electricity and fuel used in public lighting; (3) maintenance and operating of stairways, rest rooms, lobbies, hallways, sidewalks, and other common areas; (4) painting and decoration of all common areas; (5) management fees, wages, and salaries (including employee fringe benefit expenses and related payroll taxes) of all persons engaged in the maintenance and operation of the real property; (6) legal, accounting and engineering fees and expenses; and (7) all other expenses which would be considered as an expense of maintaining, operating, or repairing the Real Property under sound accounting principles.

c. Tenant agrees to pay the additional rent provided for in this Section within thirty (30) days after receipt of the statement of the amount of such additional rent from Landlord. The additional rent payable by Tenant shall be pro-rated for any fractional part of a fiscal year during the last year of this lease. Unless Tenant shall have given Landlord written notice of exception to any such statement within thirty (30) days after delivery thereof, the same shall be conclusive and binding on Tenant. Landlord shall supply Tenant with a certified statement showing the amount and computation of such additional rent upon request thereof by Tenant delivered within thirty (30) days of receipt of the initial statement provided for in this subparagraph.

9. **UTILITIES AND SERVICE BY LANDLORD:** Landlord agrees to furnish to the Tenant, without additional charge thereof, the following services:

- a. Water and sewage for lavatory use only.
- b. Parking – Tenant shall be entitled to open parking space(s). Landlord reserves the right to designate the location of the parking space(s) to which Tenant is entitled, and Tenant agrees that he and his employees will use only those spaces.

These services are rendered subject to the express condition that if any of said services shall fail or be temporarily disrupted for any reason beyond the reasonable control of Landlord (1) the Landlord shall use reasonable diligence to effect a resumption of said services; (2) Landlord shall not be liable for any damage suffered by Tenant or others subject to such failure or disruption; and (3) there shall be no abatement of rent or deductions therefrom.

10. **UTILITIES AND SERVICES BY TENANT:** Tenant shall pay the following charges arising out of Tenant's use of the premises, as and when the same shall become due and payable:

- a. Water rent and sewage charge except for lavatory use.
- b. Fuel for hot water.
- c. Electricity.
- d. Fuel for air-conditioning.
- e. Fuel for heat.
- f. Janitorial services and supplies.
- g. Tenant to maintain and repair plumbing and heating and air conditioning at their expense. A service and maintenance contract by a licensed Company for HVAC is required to be obtained and kept in force by Tenant during the entire term of its tenancy. If Landlord's HVAC contractor determines the equipment can no longer be repaired, Landlord at its expense shall replace said equipment.

11. **REPAIRS:**

a. Landlord covenants and agrees to keep and maintain the roof and other exterior portions of the Premises (exclusive of doors, windows, glass and other portions of the store front of the Premises) in repair, provided the Tenant shall give Landlord written notice of the necessity for such repairs, and provided that the damage thereto shall not have been caused by Tenant, its agents, employees, invitees or customers, in which event Tenant shall be responsible therefore and shall promptly repair the same. Landlord warrants that all building systems serving and within the Premises (i.e., electrical, plumbing and HVAC) are in working condition. Except as expressly set forth in this subparagraph, Landlord shall be under no liability for repair or maintenance of the Premises, or any part thereof, nor shall Landlord be under any liability to repair or maintain any electrical, plumbing, heating, air conditioning or other mechanical installation.

b. Tenant covenants and agrees to keep the exterior of the Premises and the entire interior of the Premises, together with all electrical, plumbing, heating, air conditioning and other mechanical installations and equipment used by, or in connection with, the Premises, in good order and repair at its own expense and to promptly replace, at its own expense, any exterior to interior plate glass doors, overhead doors, doors & closers, bulbs and fixtures, windows and mirrors which may be broken or damaged; and to surrender the Premises at the expiration of the term in as good condition as when received, ordinary wear and tear and damage by casualty or the elements excepted.

Tenant to have the exterior front and rear of unit broom clean and free of snow and ice at all times and dumpster closed at all times. Tenant will not install or overload the electrical wiring or plumbing and will not install any additional electrical wiring or plumbing unless it has first obtained Landlord's written consent thereto and, if such consent is given, Tenant will install the same at its own cost and

expense. Tenant will repair promptly at its own expense any damage to the Premises caused by bringing into the Premises any property for Tenant's use, or by the installation or removal of such property, regardless of fault or by whom such damage shall be caused unless caused by Landlord, its agents, employees or contractor.

In furtherance of the above, Tenant covenants and agrees to obtain a Maintenance, Repair and Service contract on the HVAC system, said contract to be on such terms and with such company as shall be approved by Landlord. Upon request from Landlord, Tenant shall promptly deliver to Landlord a copy of said Maintenance, Repair and Service contract.

c. In the event Tenant shall not proceed promptly and diligently to make any repairs or perform any obligation imposed upon it by the preceding subparagraph hereof within forty-eight (48) hours after receiving written notice from Landlord to make such repairs or perform such obligations, then and in such event, Landlord may at its option, enter the Premises and do and perform the things specified in said notice, without liability on the part of Landlord for any loss or damage resulting from any such action by Landlord and Tenant agrees to pay promptly upon demand any cost or expense incurred by Landlord in taking such action.

d. Tenant covenants and agrees to replace any and all broken glass.

12. **FURNITURE, EQUIPMENT & IMPROVEMENTS:** All furniture and equipment installed by Tenant on the Premises, and improvements made by Tenant (including any and all improvements made by previous tenant (s) that remain at signing of this lease) to the Premises, shall remain the property of Tenant and shall be removable at Landlord's option, at the expiration of the term of this Lease, or any renewal or extension thereof or other termination thereof, provided the Tenant shall restore the Premises to the same or better condition in which they were before the installation of such furniture and equipment, reasonable wear and tear excepted, and provided Tenant shall not at such time be in default under any covenant, or agreement contained in this Lease, otherwise Landlord shall have a lien on such furniture and equipment as security against loss and damage resulting from defaults by Tenant.

13. **FIRE AND HAZARD:** Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards (including but not limited to, public liability) or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done, omitted to be done or suffered to be done by Tenant, or kept or suffered by Tenant to be kept in, upon or about the Premises, shall cause the rate of fire or other insurance on the Premises or other property of Landlord in companies acceptable to Landlord to be increased beyond the minimum rate from time to time applicable to the Premises for use for the purposes permitted under this Lease or to such other property for the use or uses made hereof, Tenant will pay the amount of such increase promptly upon Landlord's demand.

14. a. **PUBLIC LIABILITY INSURANCE:** Tenant will keep in force at its own expense so long as this Lease remains in effect public liability insurance in companies acceptable to the Landlord with respect to the Premises in form satisfactory to Landlord covering both Landlord and Tenant. Until further notice is given in writing, the limits shall be at least One million (\$1,000,000.00) dollars.

Dollars for injury or death to any one person, One Million (\$1,000,000.00) Dollars for property damage. Tenant will further deposit copies of the policy or policies of such insurance or certificates thereof, with Landlord. If Tenant shall not comply with its covenants made in this paragraph, Landlord may, at its option cause insurance as aforesaid to be issued, and in such event Tenant agrees to pay the premium for such insurance promptly upon Landlord's demand.

b. Property Insurance: Tenant will keep in force at its own expense replacement cost on its furniture, equipment, glass, and improvements made as Tenant (including any and all improvements made by previous tenant (s) that remain at signing of this lease.

c. Workman's Compensation Insurance: Tenant will keep in force at its own expense so long as this Lease remains in effect.

15. **AWNINGS:** Tenant will not erect or maintain any awning or other device protecting against the sun or the elements without first obtaining Landlord's written approval thereof, and Tenant agrees that it will at its own expense keep such awning or device as may be approved in good condition and repair and that it will repair and that it will replace or recover the same whenever it shall become shabby or unattractive in appearance. Tenant will not place or suffer to be placed or maintained on the exterior of the Premises any sign, advertising matter or other things of any kind, and will not place or maintain any decoration, lettering or advertising matter on the interior or exterior glass of any window or door of the Premises without first obtaining Landlord's written approval thereof, and Tenant further agrees to maintain and repair such sign, decoration, lettering, advertising matter or other things as may be approved in good condition and repair at all times. Tenant will not paint or decorate any part of the interior or exterior of the Premises without first obtaining Landlord's written approval of such painting. Landlord shall have the exclusive right to use all or any part of the roof of the Premises for any purpose; and that Landlord shall have the right to erect additional stories or other structures over all or any part of the Premises, and to erect in connection with the construction thereof temporary scaffolds and other aids of construction on the exterior of the Premises, provided that the front and rear access to the Premises shall not be denied. Tenant further agrees that Landlord may make any use it desires of the side or rear walls of the Premises, provided that there shall be no encroachment upon the interior of the Premises.

16. **INDEMNITY OF LANDLORD:** Tenant will indemnify and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Tenant of the Premises or any part thereof or any part of Landlord's property, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors or employers.

17. **RIGHT OF INSPECTION:** Tenant will permit Landlord, its agents, employees and contractors to enter the Premises and all parts thereof during business hours and other reasonable times to inspect the same and to enforce or carry out any provisions of this Lease.

18. **ASSIGNMENTS AND SUB LEASES:** Tenant will not assign this Lease in whole or in part, or sublet all or any part of the Premises, without written consent of Landlord, which said consent may be withheld in Landlord's sole and absolute discretion. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment

or subletting and shall not act to relieve Tenant of its obligations and covenants under this Lease, but Tenant shall remain liable for the same.

19. **HOLDING OVER:** In the event Tenant remains in possession of the Premises after the expiration of the term of this Lease and without the execution of a new lease, or renewal or extension in writing of this Lease, Tenant shall be liable for any damages that Landlord may sustain by virtue of

Tenant's holding over, including but not limited to, any lease entered into by Landlord may be liable under or as a result of, any lease entered into by Landlord for a term beginning at or after the expiration of the term of this Lease. If and while Tenant is holding over, it shall continue to be subject to and shall perform all of the conditions, provisions, and obligations of this Lease except (1) that in lieu of the payment of the basic rent provided for in this Lease, Tenant shall pay Landlord rent per day in an amount equal to twice the rate of rent provided to be paid hereunder immediately prior to the expiration of the term of this Lease; and (2) in lieu of the term of this Lease provided for herein, Tenant shall continue to be a tenant until its tenancy shall be terminated by Landlord, or until Tenant shall have given to Landlord a written notice of at least one (1) full calendar month of its intention to terminate such tenancy. Nothing contained in this Lease, however, shall be construed by Landlord to the occupancy or possession of the Premises by Tenant after the expiration of the term of the Lease, and Landlord, upon said termination, shall be entitled to the benefit of all public general or public local laws or ordinances relating to the recovery of the possession of lands and tenements held over by tenants, that now may be in force or hereafter may be enacted.

20. **SUBORDINATION OF LEASE: ATTORNMENT AGREEMENT:** Tenants agrees that this lease, at Landlord's option, shall be subject and subordinate to the lien of any bona fide mortgages or deeds of trust that may now or at any time hereafter be place on the Premises (or on all or part of the real property of which the Premises form a part), by Landlord to secure money borrowed from any insurance company or recognized financial institution, and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees, at any time hereafter, on demand, to execute any appropriate instrument, release, certificate or other documents that may be requested by Landlord for the purpose of subjecting and subordinating this Lease to the lien of any mortgage or deed of trust, whether original or substituted. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such certificates or documents for and on behalf of Tenant. Anything herein to the contrary notwithstanding this Lease will not be terminated nor will Tenant's possession be disturbed, by reason of any default that would entitle Landlord to terminate the Lease or Landlord's possession, provided Tenant joins with Landlord and Landlord's Mortgagee in executing an Attornment Agreement in a form satisfactory to Landlord's Mortgagee which Tenant hereby agrees to do if requested by Landlord or Landlord's Mortgagee.

21. **ESTOPPEL CERTIFICATES:** Tenant agrees at any time, and from time to time, upon written request by the Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the same is in full force and effect as modified, and stating the modifications) whether there are any claims by Tenant against Landlord, and the dates to which rent and other charges have been paid, and whether there is any existing notice of default served by Landlord, it

being intended that such statement delivered pursuant to this Section may be relief upon by a prospective purchaser or mortgagee of the Landlord.

22. **DAMAGE:** If the Premises shall be damaged by elements, unavoidable accident or other casualty, but are not thereby untenable in whole or in part, Landlord shall promptly at its own expense cause such damage to be repaired, and the rent shall not be abated; that if by reason of such

occurrence, the Premises shall be rendered untenable only in part, Landlord shall promptly at its own expense cause the damage to be repaired, and the rent meanwhile shall be abated proportionately as to the portion of the Premises shall be rendered wholly untenable; that if by reason of such occurrence the Premises shall be rendered wholly untenable, Landlord shall promptly at its own expense cause such damage to be repaired, and the rent meanwhile shall be abated in whole, unless within sixty days after said occurrence Landlord shall give Tenant written notice that it has elected to terminate this Lease, in which event this Lease and the tenancy hereby created shall cease as of the date of said occurrence, the rent to be adjusted as of such date.

23. **NOTICES:** All notices required or permitted to be given under the Lease shall be deemed to be properly served two (2) mailing days after sent by certified mail to the office of the Landlord and to the office of Tenant as shown at the address below, but either party may, by written notice to the other, stipulate a different address. Notices may also be sent by e-mail and fax as an additional courtesy; however, the required official notice hereunder shall be certified mail:

Notices:

_____	_____
_____	_____
_____	_____
_____	_____

24. **NONPAYMENT OF RENTALS:** If the rent agreed to be paid, including all other sums of money which under the provisions hereof may be construed as

additional rent, shall be in arrears in whole or in part for five (5) or more days, Landlord may distrain therefrom; and if said rent, including said other sums, shall be arrears in whole or in part for ten (10)

or more days, Landlord may at its option declare the tenancy hereunder converted into a tenancy from month to month, and giving written notice to Tenant of the exercise of such option, Landlord shall forthwith be entitled to the benefit of the provisions of the Public Local Law relating to the County where the Premises are located and all other provisions of law respecting the summary eviction of monthly Tenants in default in rent.

All rentals payable by Tenant to Landlord under this Agreement shall be paid to Landlord at the office of Landlord herein designated by it for notices. Tenant will promptly pay all rentals herein prescribed when and as the same shall become due and payable. Tenant shall pay a "Late Charge" not in excess of fifteen (15%) percent of any installment of rent (or any other charge or payment as may be considered additional rent under this Lease) when paid more than ten (10) days after the due date thereof, to cover the extra expense involved in handling delinquent payments. In addition to the

fifteen (15%) percent, Tenant agrees to pay any attorney fees incurred by Landlord as a result of the Tenant's delinquent payment of rent. If Landlord shall pay any monies, or incur any expenses in correction of violation of covenants herein set forth, the amount so paid or incurred shall, at Landlord's option, and on written notice to Tenant, be considered additional rent payable by Tenant with the first installment of rent thereafter becoming due and payable, and may be collected or enforced as by law provided in the respective rentals.

25. **VIOLATION OF COVENANTS:** If Tenant shall violate any of these terms, conditions, agreements and covenants, including the covenant to pay rent, made by it in this Lease and shall fail to comply with any such terms, conditions, agreements and covenants within five (5) days after being sent written notice of such violation by Landlord, Landlord may, at its option, reenter the Premises and declare this Lease, and the tenancy hereby created, terminated; and Tenant further agrees that notwithstanding such reentry Tenant shall remain liable for any rent or damage which may be due or sustained prior thereto; and Tenant shall further be liable at the option of Landlord, for sums of money as liquidated damages for the breach of covenant to be calculated in one of the following two methods which may be designated by Landlord in said notice to remove: (a) Tenant shall pay to Landlord the difference between the rent reserved under this Lease for the balance of the term and the fair rental value of the Premises for the balance of the term to be determined as of the date of reentry; or (b) Tenant shall pay the amount of the rent reserved under this Lease at the times herein stipulated for payment of rent for the balance of the term, less any net amount (after costs and expenses) received by Landlord during such period from others whom the Premises may be rented on such terms and conditions as may be satisfactory to the Landlord. Tenant further agrees that Landlord, having given Tenant notice to remove, as herein above mentioned, shall be entitled to the benefit of all provisions of the Public Local Laws relating to the County where the Premises are located or Public General Laws of Maryland respecting the speedy recovery of lands and tenements held over by Tenants.

26. **BANKRUPTCY, RECEIVERSHIP, ETC.:** If any sale of Tenant's interest in the Premises created by this Lease shall be made under execution or similar legal process, or if Tenant shall be adjudicated or bankrupt or insolvent, or if a receiver or trustee shall be appointed for its business or property, or if a corporate reorganization of Tenant or an arrangement with its creditors shall be approved by the court under the Federal Bankruptcy Act, or if Tenant shall

make an assignment for the benefit of creditors, or if in any manner Tenant's interest under this Lease shall pass to another by operation of the law, in any events, Landlord may, at its option, reenter the

Premises and declare this Lease and the tenancy hereby created terminated, after having given written notice that it will do so addressed to Tenant at least five (5) days prior to such reentry.

27. **REMEDIES CUMULATIVE:** No mention in this Lease of any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity; and the failure

of Landlord to insist in any one or more instances upon a strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect, unless the contrary is expressed in writing by Landlord.

28. **SALE OR CONDEMNATION:** If the Landlord shall sell the demised Premises or any part or parcel thereof to the Federal government or any State or Municipal government or any bureau, department, independent agency or division thereof during the demised term or any renewal or renewals thereof, or if the Federal government or any State or Municipal government or any bureau, department, independent agency or division thereof should acquire title to the demised Premises under eminent domain or condemnation proceedings, this Lease and the term or terms by it created shall fully cease and determine, and in any of said events the Landlord shall have the right to immediately recapture the demised Premises and repossess itself thereof without any notice to quit and in any of the

aforesaid events the Tenant shall have no right to make or maintain any claim to or against the purchase price or condemnation award for damages to or loss of its goodwill, custom patronage or to the fixtures, furnishings or appurtenances which it may have installed in the demised Premises, but will whenever requested so to do peacefully and quietly surrender the possession of the demised Premises to the Landlord.

29. **TERMINATION OF LEASE:** This Lease and the tenancy hereby created shall cease and terminate at the end of the original term hereof or any extension or renewal thereof, without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to remove and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possessions of Premises from a Tenant holding over to the same extent as if statutory notice were given. For the period of four (4) months prior to the expiration of the original term of this Lease or any renewal or extension thereof, Landlord shall have the right to display on the exterior of the Premises, but not in any window or doorway thereof, the customary sign "For Rent," and that during such period Landlord may show the Premises and all parts thereof to prospective tenants between the hours of 9:00 a.m. and 5:00 p.m. on any day except Sunday and legal holidays on which Tenant shall not conduct business.

30. **STORING:** It is expressly understood and agreed that no goods, property or personal effects be stored or placed by the Tenant outside the building. Any items placed or stored in or about the building shall be at risk of the Tenant, and the Landlord shall not in any manner be held responsible therefore.

31. **OBSERVE AND COMPLY WITH:** It is further understood, agreed and covenanted by and between the parties hereto that the Tenant will comply with, observe and perform the requirements of all statutes, ordinances, rules, orders, and regulations of the Federal, State, County, or Municipal governments and will promptly comply with all rules, orders, and regulations of the Board of Fire Underwriters having jurisdiction for the prevention of fire, applicable to said Premises, or for the

preservation, correction or abatement of nuisances or other grievances for which the Tenant may be responsible in, upon, about or in connection with the demised Premises during the term hereof.

32. **MECHANICS LIENS:** Tenant shall not do or suffer to be done any act, matter, or thing whereby Landlord's or Tenant's interest in the Premises, or any part thereof, may be encumbered by any mechanics' lien. Tenant shall discharge or stay the enforcement by bond or otherwise, within ten (10) days after the date of filing, any mechanics' liens filed against Tenant's interest in the Premises, or any part thereof, purporting to be for labor or material furnished or to be furnished to Tenant. Landlord may, at its option, discharge any such mechanics' lien not discharged by Tenant within such ten (10) day period, and Tenant, upon demand, shall reimburse Landlord for any such expense incurred by Landlord. Any monies expended by Landlord shall be deemed Additional Rent, collectible as such by Landlord, and the late charge specified herein shall accrue from the date Landlord becomes obligated for such expenses. Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and no mechanics' or other lien for labor or materials shall attach to or affect the reversionary or other estate or interest of Landlord in and to the Premises or Real Property.

33. **HAZARDOUS WASTE:**

a. Except as set forth in Paragraph e. hereof, Tenant represents and warrants that it will not use, store or place upon the Premises, nor permit the use, storage or placement upon the Premises, of any materials which, under federal, state or local, law, statute, ordinance or regulation, or court of administrative order or decree, or private agreement (hereinafter called "Environmental Requirements"), require special handling in collection, storage, treatment or disposal, including but not limited to, any asbestos, PCB transformers, or other toxic, hazardous or contaminated substance (hereinafter collectively called "Hazardous Substances"). Tenant hereby indemnifies and saves Landlord harmless from all liabilities and claims arising from the use, storage or placement of any Hazardous Substances upon the Premises or elsewhere within the building or property of Landlord (if brought or placed thereon by Tenant, its agents, employees, contractors or invitees); and Tenant shall (i) within fifteen (15) days after written notice thereof, take or cause to be taken, at its sole expense, such actions as may be necessary to comply with all Environmental Requirements and (ii) within fifteen (15) days after written demand therefore, reimburse Landlord for any amounts expended by landlord to comply with any Environmental Requirements with respect to the Premises or with respect to any other portions of Landlord's building or property as the result of the placement or storage of Hazardous Substances by Tenant, its agents, employees, contractors or invitees, or in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, reasonable attorneys' fees, fines or other

penalty payments. The indemnification set forth herein shall forever survive the expiration or earlier termination of this Lease.

b. If Tenant has violated the Environmental Requirements as finally determined by any governmental agency, body or court, or if Landlord obtains and delivers to Tenant a report prepared by an engineer or other party engaged in the business of testing and determining the existence of Hazardous Substances, which report demonstrates that there are Hazardous Substances used, stored or placed upon the Premises, then Landlord shall have the right and option, after fifteen (15) days' prior written notice to Tenant, to terminate this Lease by written notice thereof to Tenant, in which event Landlord shall retain all rights and remedies provided for herein. If Landlord shall obtain and deliver to Tenant a report as set forth in this Section 32b., then Tenant shall have fifteen (15) days within which to cure the problems noted in said report, at the end of which fifteen (15) day period Landlord's option to terminate as set forth herein shall commence.

c. Assuming that Tenant is not otherwise in default under this Lease, Tenant shall have those number of days granted to it by any governmental agency, body or court within which to cure any alleged violation of Environmental Requirements. Upon the expiration of such time period, Landlord shall have the right, but not the duty, to take any and all steps or actions necessary to clean or otherwise cure the environmental hazard alleged to exist by said governmental agency, body, or Court. If Landlord exercises said option, Tenant shall pay Landlord the cost of all such actions taken pursuant to this provision.

d. Tenant hereby grants Landlord, and Landlord's agents and employees (including but not limited to, any engineers or other parties engaged in the testing of Hazardous Substances) the right

to enter upon the Premises upon five (5) days written notice, except in a bona fide emergency, for the purpose of determining whether Tenant, its agents, employees, contractors or invitees, has violated any of the provisions of this Section.

e. Tenant represents and warrants that, as of the date of this Lease, it currently uses, employees, stores, or intends to use, employ or store on the Premises those substances listed in Exhibit B to this Lease (hereinafter collectively called "Tenant Substances"). Without representing that the Tenant Substances are or are not Hazardous Substances, as that term is used herein, Tenant warrants and represents that it shall use, employ, store or otherwise handle or deal with said Tenant Substances in accordance with all applicable Environmental Requirements. Landlord agrees that Tenant is authorized to store on the Premises those substances listed in "Exhibit B" and that such storage, if permitted under applicable Environmental Requirements, will not constitute an event of default under the terms and conditions of this Lease.

f. Landlord hereby represents and warrants that as of the date hereof, the Premises are free and clear of any and all Hazardous Substances and are in compliance with all Environmental Requirements.

g. For purposes of Paragraphs a. and b. of this Section of the Lease, the term "Tenant" refers not only to Tenant, but also to its agents, employees, contractors and invitees.

34. **COMMISSION CLAUSE:** Landlord, his successors and assigns, hereby agrees to pay to _____ real estate commissions on this Lease, in accordance with the applicable provisions of the commission schedule currently in use by said broker, a copy of said schedule having been furnished and signed by Landlord. Tenant warrants and indemnifies Landlord from claims of any other broker except as named herein, including costs of defense.

35. **WAIVER OF TRIAL BY JURY:** Landlord and Tenant hereby waive trial by jury in any action or proceeding or counterclaim brought by either party hereto against the other party on any and every matter, directly or indirectly, arising out of or with respect to this Lease.

36. **SEVERABILITY - REDUCTION OF CHARGES:** If the application of any term or provision of this Lease, whether in whole or in part, be held invalid or unenforceable in general or in any instance, the remainder of this Lease shall not be affected by such holding and shall be fully valid and enforceable.

If the event that any late charge, interest rate, or other payment provided herein exceeds the maximum applicable charge legally allowed, such late charge, interest rate, or other payment shall be reduced to the maximum legal charge, rate, or amount.

37. **ENTIRE AGREEMENT:** This Lease contains the entire agreement between the parties hereto; and any agreement hereafter or heretofore made shall not operate to change, modify, terminate or discharge this Lease in whole or in part unless such agreement is in writing and signed by each of

the parties hereto. Landlord has made no representations, warranties, inducements or promises with respect to the Premises, except as herein expressly set forth. Tenant hereby expressly acknowledges that neither Landlord nor Landlord's employees or agents have made any representations, warranties, inducements or promises with respect to the Premises, except as herein expressly set forth.

38. **BENEFITS TO PARTIES AND SUCCESSORS ONLY:** This Lease and agreement and the covenants and conditions herein contained, shall enure to the benefit of and be binding upon Landlord, its successors and assigns, and shall enure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been consented to by Landlord.

IN WITNESS WHEREOF, Landlord and Tenant have caused this instrument to be executed in their names.

Witness as to Landlord _____ :

_____ **By:** _____ (Seal)

Witness as to Tenant _____ :

_____ **By:** _____ (Seal)

Witness as to Guarantor(s) _____ :

_____ **By:** _____ (Seal)

_____ **BY:** _____ (Seal)

EXHIBIT A

(Sketch of Premises)

EXHIBIT B
(Tenant Substances)

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