

## LEASE AGREEMENT

This LEASE AGREEMENT (this “Lease” or “Agreement”) is made and entered into as of this \_\_\_\_ day of December 2022, by and between the **Town of Lysander (“Landlord”)** and **Baldwinsville PAC-B, Inc. Tenant** having a mailing address of 8220 Loop Road, Baldwinsville, NY 13027. (“Tenant”). Landlord and Tenant may hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

### WITNESSETH:

**WHEREAS**, Landlord is owner of the real property commonly known as 8220 Loop Road in the Town of Lysander, County of Onondaga, and State of New York, which is improved by a one-story commercial building with office space (the “Building”);

**WHEREAS**, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, 1,241 square feet of space, which is a part of the Building, upon the terms and conditions provided for in this Lease; and

**WHEREAS**, Landlord and Tenant will both be tenants within the Building, and will cooperate in terms of certain shared services and shared space as further set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

#### **1. GRANT OF LEASE AND DESCRIPTION OF PREMISES.**

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, office and space, comprising 1,241 square feet of space in the Building (the “Premises”).

#### **2. TERM.**

The term of this Lease (the “Initial Term”) shall be for a period of Three (3) Years, commencing as of the 1<sup>st</sup> day of January, 2023 (the “Commencement Date”) and terminating on December 31, 2026 (the “Expiration Date”).

#### **3. RENT AND SECURITY DEPOSIT.**

Tenant agrees to pay to Landlord at the offices of Landlord, or at such other place designated by Landlord, without any prior demand therefor and without any deduction or set-off whatsoever, as fixed annual rent (“Rent”), the following:

- a. Initial Term: \$10,800 per annum, payable in equal monthly payments of \$900 per month.
- b. Thereafter, for each successive year, the base rent shall be increased by 1.5% annually and the monthly payments shall be adjusted accordingly.

- c. Any payment to be made pursuant to the provisions of this Lease, including without limitation, Rent, which is not paid within 5 days after the date when such payment is due, shall be subject to a \$50.00 late fee (the "Late Fee"). Tenant agrees to pay such Late Fee as Additional Rent. If the 5<sup>th</sup> day of the month falls on a weekend or holiday, then Tenant shall have until the next business day to pay Rent before incurring the Late Fee.
- d. Landlord acknowledges that Tenant has deposited with Landlord the sum of \$1,800 as a security for the performance of Tenant's obligations under this Lease (the "Security Deposit"). Landlord shall deposit the same in the manner required by law. If tenant fails to make any payments of Rent, or defaults under any of its other obligations under this Lease, Landlord may use the Security Deposit in payment of such Rent or in payment of any sums Landlord may be forced to spend because of Tenant's default. If Landlord does so use the Security Deposit, then he or she shall notify Tenant in writing of the amount so used and, if used before the end of the Term, Tenant shall, within 15 days, forward a like amount to the Landlord. Accordingly, through the Term, there shall always be deposited with the Landlord a sum not less than the amount originally deposited as the Security Deposit. Nothing in this Lease shall prevent Landlord from demanding or claiming an amount in excess of the Security Deposit if, at the end of the Term, Tenants failure to pay Rent or its default under any of the other obligations under this Lease causes damages to the Landlord in excess of the Security Deposit amount. If at the end of the Term of this Lease Tenant has made all Rent payments required and fully complied with all of its other obligations under this Lease, then Landlord shall return the Security Deposit to Tenant in the manner required by law, but not more than 30 days after the end of the Term or the date Tenant delivers possession of the Premises to Landlord, whichever is later.

4. **USE OF PREMISES.** Tenant agrees to only use the Premises for the following purpose:
  1. To operate the business known as PAC-B TV.
  2. Tenant shall have access to free, onsite parking during the term of this lease.
  3. Tenant shall be allowed to use the meeting space in the building upon approval and consent of the Town Clerk.
5. **CONDITION OF PREMISES.** Tenant covenants and agrees that it has inspected the Premises, that the Premises is in acceptable condition to it, that there are no defects or issues with the Premises that prevent the Tenant from taking occupancy, and that the Tenant hereby accepts the Premises in its condition.
6. **UTILITIES.** Tenant will have their own phone system installed and will not be using the telephone or internet provided by the Landlord. Landlord shall be liable and pay for electricity, gas and water charges. Landlord shall not be responsible or liable in any way whatsoever for the impairment, interruption, stoppage, or other interference with any utility services to the Premises not caused by Landlord, its agents, employees, contractors, invitees

or licensees. Landlord shall be responsible for snow removal using its normal Town Hall removal services provided by the Town's Highway Department. In the event Tenant desires more expedited service, it may contract with an outside contractor for such service at its own cost and expense.

**7. INSURANCE.**

- a. Tenant, at its expense, shall obtain and keep in full force and effect during the Term:
  1. Policy of commercial general liability insurance, and \$2,000,000.00 in aggregate, under which Tenant is named as the insurance and Landlord (and any lenders whose names shall have been furnished by Landlord to Tenant from time to time) is/are named as additional insureds; and
  2. Insurance required to be carried by Tenant pursuant to the terms of this Lease shall be issued under valid enforceable policies by insurers authorized to do business in New York State. Such insurance shall be primary coverage, and not contribute with any insurance maintained by Landlord.
  3. Tenant shall deliver a certificate of all such insurance to Landlord concurrently with Tenant's execution of this Lease and at least annually thereafter and upon written request of Landlord naming Landlord as described above and showing that the said insurance will not be cancelled or changed until after at least thirty (30) days written notice to Landlord.
  4. Tenant and Landlord each waives any and all rights to recover against the other or against anyone claiming through them by way of subrogation or otherwise, for the loss or damage to property of such party arising from any cause, which would be covered by any insurance required to be carried by Landlord or Tenant, respectively. Tenant, from time to time, will cause their respective insurers to issue appropriate waiver of subrogation endorsements to all policies of insurance carried in connection with the Premises or contents of the Premises.

**8. COMPLIANCE WITH LAWS.** Tenant agrees to comply with any and all laws, ordinances, rules, and regulations of the federal, state, city, county, and municipal authorities applicable to the Premises and to the business to be conducted in the Premises.

**9. REPAIRS AND MAINTENANCE.** Tenant, at its sole cost and expense shall:

- a. Keep and maintain the Premises, including without limitation, all fixtures, interior and exterior doors of the Premises, in clean and good operating condition and in compliance with all legal requirements and shall make all repairs thereto (including replacements, if necessary); and

- b. Landlord, at its sole cost and expense, shall perform all maintenance, repairs, and replacements of: (1) the exterior walls and windows; (2) the load bearing walls and elements; (3) Building foundations; (4) the building standard pipes and conduits located outside of the Building that service the Premises; (5) the roof; (6) the building standard mechanical, electrical, and plumbing systems located inside or outside of the Premises that service the Premises; (7) the loading areas, if any; (8) exterior trim; (9) if applicable, the parking lot, driveways, walkways, footways, and fences; (10) exterior building paint and finish; and (11) all other structural portions of the Premises.
- c. Notwithstanding the foregoing, Tenant shall be responsible, at its sole cost and expense, for any maintenance, repairs, and replacements which are necessitated by the acts or omissions of Tenant, its agents, contractors, employees, or invitees.

**10. ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no structural changes in or to the Premises without Landlord's prior written consent. Any and all costs and payments incurred in connection with such work shall be the sole responsibility of Tenant. All alterations, additions, or improvements shall become property of Landlord and shall remain upon and be surrendered with the Premises upon the termination of this Lease. In the event any alterations are made by the Tenant at the term of this Lease, the Tenant shall return the space to its original state before the alteration.

**11. SIGNS.** Subject to any applicable local, state, or federal law, Tenant may install at its sole cost and expense, such signs in, or about the Premises as it deems desirable for the conduct of its business; provided that Tenant has obtained Landlord's prior written consent and approval as to design and location, which Landlord agrees shall not be unreasonably conditioned, withheld, or delayed. Landlord shall assist and cooperate, at no cost to Landlord, with Tenant in obtaining any necessary permits and approvals from governmental authorities for said signs located on Rt. 31, Loop Road and one by the building entrance to the Tenant space. Tenant shall repair all damage to the Premises resulting from the removal of signs installed by Tenant, at Tenant's sole cost and expense.

**12. PARKING.** Tenant's employees, customers, guests and invitees shall have the non-exclusive right to use of the parking spaces located adjacent to the Building on a first-come, first-served basis.

**13. INDEMNIFICATION.** Tenant shall defend, protect, indemnify, and hold Landlord and Landlord's agents, officers, directors, employees, and contractors harmless against and from any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorneys' fees) arising in connection with any and all third party claims arising out of : (a) injuries occurring at the Leased Premises; (be) any act, omission, conduct, or negligence of Tenant or Tenant's agents, employees, invitees, or contractors; (c) any breach or default in the performance of any obligation or Tenant's part to be performed under this Lease; and (d) the failure of any representation or warranty made by Tenant herein to be true when made.

This indemnity shall survive termination of this Lease only as to claims arising out of events that occur prior to termination of this Lease.

**14. DAMAGE OR DESTRUCTION.**

- a. If the premises or the Building are damaged by fire or other casualty, Landlord will give Tenant notice of the time which will be needed to repair such damage, as determined by Landlord in its reasonable discretion, and the election (if any) which Landlord has made according to this section. Such notice will be given before the 45<sup>th</sup> day (the "Notice Date") after the fire or other casualty.
- b. If the Premises or the Building are damaged by fire or other casualty to an extent which may be repaired within 180 days after the commencement of repair, as reasonably determined by Landlord, Landlord will repair the damage within 180 days after the date of the fire or other casualty and this Lease will continue in full force and effect except that Rent will be abated on a prorated basis from the date of the fire or other casualty until the date of the completion of such repairs (the "Repair Period") based upon the proportion of the Premises unusable by Tenant during the Repair Period.

**15. CONDEMNATION.** If any material portion of the Premises or occupancy thereof shall be taken or condemned or access to and from the Premises or the Building shall be materially impaired by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "Condemned"), then this Lease shall terminate on the date title vests in such authority and Rent shall be apportioned and abated as of such date. If an immaterial portion of the Premises, property, or occupancy thereof is condemned, then this Lease may continue in full force and effect. All awards, damages, and other compensation paid by such authority on account of such condemnation of the fee interest in the property where the Building is located shall belong to Landlord, and Tenant assigns to Landlord all rights to such awards, damages and compensation. Tenant is free to make any claim against the authority for any portion of such award, damages, or compensation attributable to damage to the Premises, value of the unexpired portion of the Term, loss of profits or goodwill, leasehold improvements, the value of furnishings and trade fixtures installed in the Premises or severance damages at Tenant's sole cost and expense, provided that, such claim is stated separately from any award to Landlord and provided further that such a claim shall in no way diminish the award, damages or compensation otherwise payable to Landlord in connection with such condemnation.

**16. TENANT'S PERSONAL PROPERTY AT END OF TERM.** At the end of the Term, Tenant will promptly quit and surrender the Premises broom clean, in good order and repair, ordinary wear and tear excepted. Tenant shall use its best efforts to ensure that all of Tenant's personal property, apparatus, machinery, inventory, tools, supplies and equipment now or hereafter located upon the Premises and owned by Tenant ("Tenant's Personal Property") shall be removed prior to the termination or expiration of the Term of this Lease Agreement. Title to of Tenant's Personal Property left in the Premises for more than 10 days beyond the termination or expiration of this Lease shall pass to Landlord.

**17. ASSIGNMENT, SUBLETTING, AND MORTGAGING.**

1. Tenant shall not assign, transfer, or mortgage this Lease or any interest herein or sublet the Premises or any part thereof or permit the Premises or any part thereof to be used by others without the prior written consent of Landlord in each instance. In the event that such consent to assign or sublet this Lease be given, the same shall be deemed to relate solely to the particular assignment, transfer, mortgage, sublease, or permission referred to in such consent.
2. Notwithstanding any consent to an assignment or sublease or any permitted assignment or sublease, Tenant shall remain liable for all obligations under this Lease for the entire Term, including any extensions thereof.
3. Any assignment or sublease in violation of this section will be void. If this Lease is assigned, or if the Premises or any part of the Premises are subleased or occupied by anyone other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to Tenant's Rent obligations under this Lease.

**18. ENTRY BY LANDLORD.** Landlord, its agents, employees, and contractors may, in accordance with the terms of this Lease, enter the Premises at any time in response to an emergency and at reasonable hours in other instances upon prior notice to Tenant to inspect the same, exhibit the same to prospective purchasers or lenders, to determine whether Tenant is complying with all its obligations under this Lease, or to supply any service to be provided by Landlord to Tenant according to this Lease, and to make repairs required of Landlord under the terms of this Lease. Landlord agrees not to materially interfere with Tenant's business except in case of emergency. Landlord will have the right to use any and all means which Landlord may deem proper to open doors in and to the Premises in an emergency in order to obtain entry to the Premises. Any entry to the Premises obtained by Landlord by any means permitted under this section will not, under any circumstances, be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises, or any portion of the Premises, nor will any such entry entitle Tenant to damages or an abatement of Rent or other charges which this Lease requires Tenant to pay.

**19. SUBORDINATION AND ESTOPPEL CERTIFICATES.**

1. This Lease shall be subject and subordinate to the lien of any mortgage currently placed upon the fee title to Premises and to any mortgage which may in the future be placed upon the fee title to the Premises. Tenant, upon request of any party in interest, shall execute promptly all reasonable instruments necessary to carry out the intent of this section as shall be reasonably requested. The word "Mortgage" as used in this Lease includes mortgages, leasehold mortgages, deeds of trust, or other similar instruments and modifications, consolidations, extensions, renewals, and replacements thereof and substitutes therefor.
2. At any time during the Term, and within (20) days of Landlord's written request to Tenant, Tenant shall execute, acknowledge, and deliver to the requesting party a certificate certifying: (1) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification); (2) the date, if any, to which Fixed Annual Rent and other sums payable under this Lease have been paid; (3) that no notice has been received by Landlord or Tenant of any default

which has not been cured, except as to defaults specified in the certificate; and (4) such other matters as may reasonably be requested by the requesting party.

**20. EVENTS OF DEFAULT AND LANDLORD'S REMEDIES.** The following events are referred to collectively as "Events of Default" in this Lease:

1. Tenant fails to pay within (10) days after it is due the Rent, or any part thereof that is not the subject of a good faith dispute which Tenant has notified Landlord of in writing, and which still may be pending and unresolved at the time of such alleged failure to pay Rent;
2. Tenant defaults in the performance of any material covenant or condition of this Lease (other than those identified in Section 19 above, including without limitation, causing damage to the Premises, and fails to commence to secure the default within three (3) days after receipt of written notice thereof by Landlord and complete the cure of the default within (15) days after receipt of written notice thereof by Landlord, except in such cases where a cure cannot be reasonably completed within said fifteen (15) days, in which case Tenant shall undertake said cure with 15 days of receipt of written notice, and shall prosecute the same diligently until completion; or
3. Tenant files a voluntary petition of bankruptcy or as adjudicated as bankrupt or insolvent or seeks any similar relief under any bankruptcy or insolvency statute, or if Tenant is involuntarily placed in bankruptcy and such petition is not dismissed within thirty (3) days of filing.
4. If any one or more Events of Default occur, then Landlord has the right, at its election:
  - a. To give Tenant written notice of Landlord's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice, in which case Tenant's right to possession of the Premises will cease and this Lease will be terminated, except as to Tenant's liability, as if the expiration of the term fixed in such notice were the end of the Term;
  - b. Upon at least twenty-four (24) hours' written notice to Tenant after the termination or expiration of the Term as indicated in the notice provided for in the above section to reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, and, if required by law and/or desired by Landlord, through summary proceedings or other legal process, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions through the date of such termination; or
  - c. Without further demand or notice, to cure any Event of Default and to charge the Tenant for the cost of effecting such cure, provided that, Landlord will have no obligation to cure any such Event of Default of Tenant.
  - d. In the event that Landlord elects to terminate this Lease as permitted in Section 19 above or elects to take possession as provided in that section, Tenant will pay to Landlord: (A) the net present value of the Rent which would become due and payable for the balance of the Term, as if such repossession had not occurred, less (B) the net proceeds, if any, from

reletting the Premises after deducting all Landlord's expenses in connection with such reletting, including without limitation, all repossession costs, brokerage commissions, marketing expenses, attorneys' fees and costs, alteration and repair costs, and reasonable expenses of preparation for such reletting. In no event shall the amount credited to Tenant against the Rent exceed the Rent due to Landlord under this Lease.

- e. If this Lease is terminated on account of the occurrence of an Event of Default, Tenant will remain liable to Landlord for damages in an amount equal to the Rent which would have been owing by Tenant for the balance of the Term, had this Lease not been terminated, less the net proceeds (but never more than the Rent due under this Lease), if any, from reletting the Premises after deducting all Landlord's out-of-pocket expenses in connection with such reletting, including without limitation, all repossession costs, brokerage commissions, marketing expenses, attorney's fees and costs, alteration and repair costs, and reasonable out-of-pocket expenses of preparation for such reletting.
  - f. Any suit or suits for the recovery of the amounts and damages set forth in this Lease may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease will be deemed to require Landlord to await the date upon which this Lease or the Term would have expired had there occurred no Event of Default. Each right and remedy provided for in this Lease is cumulative, to the extent permitted by law, and is in addition to every other right or remedy provided for in this Lease or now or after the Commencement Date existing at law or in equity or by statute or otherwise. All reasonable costs incurred by Landlord in collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees, shall also be recoverable by Landlord as Additional Rent.
- 21. QUIET ENJOYMENT.** Provided Tenant pays Rent pursuant to this Lease and performs and observes all of the other material terms, conditions, covenants, and provisions of this Lease, Tenant shall quietly and peacefully hold and enjoy the Premises. Tenant shall have the right to access the premises at all times using its private entrance on the east side of the building.
- 22. MECHANICS LIENS.** Tenant shall indemnify and save harmless Landlord against all loss, liability, costs (including reasonable attorneys' fees), damages or interest charges as a result of any mechanic's lien or any other lien cause to be filed on account of the Tenant's or its agent's acts or omissions, and Tenant shall, within (30 days of Tenant's discovery or notice of the filing of any such lien remove, pay or cancel said lien or secure the payment of any such lien or liens by bond or other acceptable security. If Tenant fails to pay any reasonable charge for which a mechanics' lien has been filed as has not given Landlord security as described above, Landlord may, at its option, pay such charge and related costs and interest, and the amount so paid, together with attorneys' fees, filing fees and/or bond premiums, incurred by Landlord in connection with such lien, will be Additional Rent immediately due from Tenant to Landlord.



**23. NOTICES.** Unless otherwise specified, any notice, bill, statement, or communication which Landlord or Tenant may desire or be required to give to the other shall be deemed sufficiently given or rendered if in writing and personally delivered, sent by First Class or Certified U.S. Mail, or sent by overnight carrier addressed as follows:

**To Landlord:       Supervisor, Town of Lysander  
                          8220 Loop Road  
                          Baldwinsville, NY 13027**

**With copy to:       Comptroller, Town of Lysander  
                          8220 Loop Road  
                          Baldwinsville, NY 13027**

**To Tenant:           Sally Dager  
                          8220 Loop Road  
                          Baldwinsville, NY 13027**

Any notice hereunder shall be deemed given, in the case of personal delivery, upon actual delivery, and in the case of appropriate mail or courier service, upon deposit with the U.S. Postal Service or delivery to the courier service.

**24. HOLDING OVER.** In the event that Tenant shall remain in the Premises after the expiration of the Term without having executed a new lease in writing with the Landlord, such holdover shall not in any way constitute a renewal or extension of this Lease. Such holdover shall be construed as a month to month tenancy subject to all terms and conditions of this Lease, except that Rent shall be equal to the amount which would have been in effect had Tenant exercised its option to extend the Term of this Lease. If no such extension was available, then Rent during such holdover period shall be the amount of Rent in effect at the expiration of the Term, plus fifty percent (50%).

**25. ENVIRONMENTAL.**

- a. For matters arising after the Commencement Date of this Lease, Tenant shall, at all times and at its sole cost and expense, comply with all environmental laws, including but not limited to those regulating any discharge by Tenant, its agents, employees, contractors, or invitees into the air, surface, water, sewers, soil, or groundwater of any hazardous material, except, except for ordinary cleaning materials or tools and materials of the trade, whether within or outside the Premises. Landlord and its agents shall have the right, but not the duty, upon reasonable notice (no more than three days) or without notice if in an emergency to inspect the Leased Premises at any time to determine whether Tenant is complying with the terms of this section. If Tenant is not in compliance with this section, Landlord shall have the right to immediately enter upon the Leased Premises and take whatever actions are reasonably necessary to comply with legal requirements including, but not limited to, the removal from the Premises of any hazardous material and the restoration of the Premises to a clean, neat attractive, healthy, and sanitary condition in compliance with Environmental Laws. In such event, Tenant shall pay all such costs incurred by Landlord within fifteen (15) days of receipt of a bill therefor plus 10% administration expenses as Additional Rent.

- b. Tenant shall be responsible for all damages and clean-up costs caused by Tenant's occupancy of the Premises under this Lease or resulting from the leaking, discharging or spilling of any gas, oil, or petroleum products or other contaminants or hazardous material other than ordinary cleaning supplies or tools and materials of the trade, on or into the Premises, on or into any adjoining premises, and into the surrounding property on which the Building is located.
- c. Tenant, at the request of Landlord, shall submit to the Landlord, or shall make available for inspection and copying upon reasonable notice and at reasonable times, any and all of the documents prepared by the Tenant regarding environmental matters pursuant to any environmental law(s) or submitted to any governmental regulatory agency.
- d. Tenant shall, within (2) days of its receipt, provide Landlord with a copy of: (i) any notice of alleged violations or other claims relating to environmental laws; and (ii) all reports or analysis conducted by Tenant or its contractors to determine the existence of or assess hazardous materials at the Building.

## **26. MISCELLANEOUS PROVISIONS.**

- A. Counterparts.** This Lease may be executed in several counterparts, each of which shall be an original and all of which when taken together will constitute one agreement between the Parties. IN the event the Parties hereto execute this Lease in the form of a facsimile or email (PDF) transmission, the Parties agree promptly upon request to execute identical non-facsimile counterparts dated as of the execution date of the facsimile or email (PDF) version.
- B. Incorporation of Recitals.** The recitals portion of this Lease is hereby incorporated by this reference as fully as though it were here written.
- C. Headings.** The title of the sections throughout this Lease are for convenience and reference only, and shall not explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.
- D. No Waiver.** A failure by either Party to assert its rights under this Lease shall not be deemed to be a waiver of such rights nor shall any waiver be implied from any act or omission. All waivers to be effective must be in writing. No waiver by either Party with respect to any right shall extend its effect to any subsequent breach of this Lease or like or different kind unless such waiver explicitly provides otherwise.
- E. Governing Law.** This Lease shall be governed by, and construed in accordance with, the laws of the State of New York. The Parties agree that all disputes between the Parties shall be resolved by bringing an action in the state or federal courts located in the County of Onondaga, State of New York. The Parties hereby agree that such venue is reasonable for all purposes of this Lease.
- F. Severability.** Any provision of this Lease which is invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability, without in any manner affecting the remaining provisions of

this Lease in such jurisdiction, or rendering that any other provision of this Lease invalid, illegal or unenforceable in any other jurisdiction.

- G. Authority.** Each Party hereto represents and warrants that it has the necessary power and authority to enter into this Lease and it has taken all necessary action in order to duly execute this Lease.
- H. Binding.** The terms, covenants, conditions contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns.
- I. Amendments.** This Lease may be altered, modified, or amended only by a written agreement duly executed by both parties.
- J. Complete Agreement.** This Lease, including exhibits, if applicable, constitutes the entire agreement between the Parties and supersedes and renders null and void all prior agreements, understandings and proposals, whether oral or written, between the Parties relating to the subject matter of this Lease, excluding any prior fully executed nondisclosure agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Lease as of the date and year first written above.

**TENANT:**

**LANDLORD:**

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_