

Windsor Technology Park, LLC

SPACE LEASE

THIS STORAGE SPACE LEASE ("Lease") is made as of the ____ day of _____, 20____, by Windsor Technology Park, LLC, a Delaware corporation having a mailing address of 7 Everett Lane, Windsor, VT 05089 ("Landlord") and _____ having a mailing address of _____ ("Tenant") and email address of _____ ("Tenant").

WITNESSETH:

Landlord, for and in consideration of the rents, covenants and agreements reserved, mentioned and contained below on the part of the Tenant, to be paid, kept and performed, agrees to lease to Tenant and Tenant agrees to lease from Landlord, for the Term (as defined in Section 1) and subject to the terms and conditions expressed below, the following portion of Landlord's facility located in Windsor, VT: described as containing approximately _____ square feet ("Leased Space"), as shown in Exhibit A (attached).

THIS LEASE IS UPON THE FOLLOWING TERMS AND CONDITIONS, ALL AND EVERY ONE OF WHICH THE PARTIES COVENANT AND AGREE TO PERFORM:

Primary Term of Lease: The term of this Lease shall be for _____ commencing on the ____ day of _____, 20____ ("Commencement Date") and ending on _____, 20____ ("Term"). Tenant and Landlord may terminate this Lease at any time during the Term upon the giving of a 90-day advance written notice to the other party.

Covenant to Pay Rent: From and after the Commencement Date, Tenant shall pay Landlord rent at the annual rate of \$_____ per square foot of the Leased Space ("Rent"). Rent shall be payable in equal monthly installments in advance and on or before the first day of each and every month during the Term. Tenant covenants and agrees to pay the Rent reserved in this Lease as and when due to Landlord or to another person pursuant to this Lease. At least seven days prior to the beginning of a month, Landlord shall give Tenant a Rent Invoice by email transmitted to tenants email address. The Rent Invoice shall be due and payable by Tenant on or before the first of day of each month during the Term. The covenant to pay Rent shall be independent of any other covenant set forth in this Lease, except as otherwise set forth in this Lease. Rent shall be payable in Lawful money for the United States of America without any deduction or set off whatsoever, except as otherwise specifically set forth in this Lease.

Use of Leased Space: Tenant shall use and occupy the Leased Space solely for the purpose of storing furniture and other equipment ("Tenant's Products"), and usage to specifically include Tenant's delivery of the Product to the Premises and Tenant's removal, from time to time during the Term, of the Product from Premises ("Tenant's Business"). Under no circumstances shall tenant store any contaminated material including but not limited to medical waste.

Signs: Tenant shall not place or erect such signs on the Leased Space.

Condition of Premises: Tenant has examined and accepts the Leased Space on an "AS IS" and "WHERE IS" basis with all faults and Tenant, except as otherwise specifically provided for in this Lease, assumes responsibility for the same as provided in this Lease.

Compliance with Laws: Tenant, at its sole cost and expense, shall comply in all respects with all federal, state, county and municipal laws and ordinances and all rules, regulations and orders of any governmental authority, present and future, affecting or applicable to the Leased Space, Tenant's use of the same and Tenant's operation of Tenant's Business. Tenant shall be solely responsible for obtaining all permits and authorization necessary for the lawful conduct of Tenant's Business on the Leased Space and Tenant's use of the Leased Space, including without limitation, obtaining any necessary certificate of occupancy for the Town of Windsor.

Utility Services: The Leased Space will have electric service, for use of lights that currently exist. Landlord shall bill Tenant on a prorate basis each month for the Tenant's electrical usage currently estimated to be **\$0.40** per kwt. Tenant may, at Tenant's sole cost and expense, cause the Lease Space to be separately metered and, in such event, Tenant shall by Landlord on a monthly basis for the Tenant's electric usage. Except for the electric service referred in this section, Tenant acknowledges that there are no and will be no utilities to service the Leased Space.

Maintenance and Repairs: Tenant shall, at its own expense, keep the entire Leased Space in good condition and repair, including with limitation, windows, doors, etc.; provided, however, that the cost of repairing the roof, structural portions and foundations of the Leased Space (unless damage is a result of Tenant's act or omission or the act or omission of Tenant's employees, agents, contractors or invitees) shall be paid by Landlord and will be performed by Landlord or Landlord's contractor.

Real Estate Taxes and Insurance: Tenant acknowledges that Landlord's cost for real estate taxes and liability insurance are currently **\$0.40** per square foot, and that such amounts are included in the Rent. However, Tenant agrees that, in the event that Landlord provides other insurance

coverage or Landlord's cost for either real estate taxes or liability insurance increase, then Tenant shall pay to Landlord as additional Rent its prorated share of such increase computed on a square footage basis.

Clean and Orderly Premises: Tenant shall keep the Leased Space in a clean and orderly condition, free of debris. Notwithstanding any other provision of this Lease to the contrary, if Tenant fails to keep these areas in a clean and orderly condition, Landlord may from time to time have said Leased Space put in a clean and orderly condition and shall then charge the cost of the same to Tenant and Tenant shall immediately pay such charges.

Alterations and Improvements: Tenant may not make interior changes, improvements, alterations or additions in and to the inside of the Leased Space, unless permitted by the Landlord in writing.

Waste: Tenant shall not commit or suffer any waste on the Leased Space.

Insurance: Tenant will, at Tenant's sole cost and expense, maintain insurance on the Leased Space, with an insurance company licensed to do business in the State of Vermont and of nationally recognized financial standing legally qualified to issue such insurance, have a Best's rating of A or better and reasonably satisfactory to Landlord. The insurance shall be written on the standard forms used by such companies. The insurance shall provide coverage:

- (1) Against loss or damage to Tenant's or third parties' assets (whether owned or leased) that are located on the Leased Space.
- (2) Against claims for bodily injury, death or property damage occurring on, in or about the Leased Space in amounts not less than \$2,000,000 per occurrence for bodily injury or death to any one person, \$2,000,000 per occurrence for any one accident, and \$2,000,000 per occurrence for property damage.
- (3) Against workers' compensation to the extent required by the laws of Vermont (including employer's liability insurance with limits not less than \$500,000 per accident, \$500,000 policy limit for disease, and \$500,000 each employee for disease) and to the extent necessary to protect Landlord and the Leased Space against all workers' compensation claims; and
- (4) Against claims for bodily injury, death or property damage (in amounts not less than \$1,000,000 per occurrence for bodily injury or death to any one person, \$1,000,000 per occurrence for any one accident, and \$1,000,000 per occurrence for property damage) arising out of or from Tenant's operation of owned, hired or non-owned vehicles.

The limits of any said insurance shall not limit the liability of Tenant under this Lease.

Every policy of insurance maintained in accordance with clauses (2), (3) (as to employer's liability coverage) and (4) shall provide that it will not be canceled except after not less than 30 days' prior written notice to Landlord or Tenant, as the case may be, and that it shall not be invalidated or limited by any act or negligence of Landlord or Tenant, nor by occupancy of the Leased Space for purposes more hazardous than permitted by such policy, nor by any foreclosure or other proceeding relating to the Leased Space, nor by termination of this Lease, nor by change in title to the Leased Space. All insurance policies described in this section shall be written as primary policies not contributory with and not supplemental to the policies that Landlord may carry on its own. The insurance coverage describe in clause (2) shall include, without limitation, personal injury and contractual liability coverage for performance by Tenant of its indemnity obligations under this Lease.

Tenant shall delivery to Landlord certificates of insurance and all renewals thereof, satisfactory to Landlord, evidence of all insurance which is required to be maintained by Tenant in this Lease; such delivery to be made promptly after the execution of the Lease, and within 30 days prior to the expiration of any such insurance. Tenant shall not obtain or carry separate insurance concurrent in form or contributing in the event of loss with that required by this section unless Landlord is named as an additional insured or loss payee therein. Tenant shall immediately notify Landlord whenever any such insurance is obtained and shall deliver to Landlord the certificates evidencing the same.

If Tenant does not obtain or maintain insurance in the forms and amounts required, Landlord shall have the right, if Tenant does not obtain such insurance within 10 days of Landlord's written notice thereof, to obtain such insurance on behalf of Tenant and Tenant agrees to repay Landlord the cost of such insurance as additional Rent.

Indemnity: Tenant shall defend, indemnify and hold Landlord harmless from any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limitation, reasonable attorneys' and consultants' fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise (collectively "Damages") by or behalf of any person or persons, entity or entities, firm or firms, corporation or corporations, arising from any act, omission or negligence of Tenant or an of Tenant's agents, contractors, customers or employees in connection with any activity or work done, permitted or allowed by Tenant on or about the Leased Space. Further, Tenant shall defend, indemnify and hold Landlord harmless from all Damages incurred by Landlord as a result of (1) failure by Tenant to perform any covenant required to be performed by Tenant under this Lease, (2) any accident, injury or damage which shall happen on or about the Leased Space to the extent such accident, injury or damage arose from any act, omission or negligence of Tenant or any of Tenant's agents, contractors or employees, or (3) failure by Tenant or any of Tenant's agents, contractors or employees to comply with any requirements of any governmental authority.

At Tenant's request, Landlord shall cooperate with Tenant in order to properly prosecute any proceedings against or affecting the Leased Space, provided Landlord shall be fully indemnified by Tenant against all Damages in connection therewith, and provided that Landlord shall not be subjected to any liability for the payment of any Damages in connection with any proceedings brought by or against Tenant, except for those Damages which relate to an occurrence for which Landlord is found to be liable.

Landlord shall defend, indemnify and hold Tenant harmless from and against all Damages incurred by Tenant as a result of (1) failure by Landlord to perform any covenant required to be performed by Landlord under this Lease, (2) any accident, injury or damage which shall happen on or about the Leased Space to the extent such accident, injury or damage arose from any act, omission or negligence of Landlord or any of Landlord's agents, contractors or employees or (3) failure by Landlord or any of Landlord's agents, contractors or employees to comply with any requirements of any governmental authority.

Indemnification Procedure: The obligation of each party as indemnitor under this Lease is conditioned upon indemnitor receiving from indemnitee prompt notice of the assertion or institution of a claim for indemnification or of the occurrence of an event which indemnitee reasonably believes could lead to the assertion of such a claim (such claims and events being collectively referred to as a "Claim"). Upon written unqualified acknowledgment of its indemnification obligation with respect to a Claim, indemnitor shall have the absolute right, in its sole discretion and expense, to elect to defend, contest, settle or otherwise protect against any such Claim with legal counsel of its own selection. Indemnitee shall have the right, but not the obligation, to participate, at its own expense, in the defense thereof through counsel of its choice and shall have the right, but not the obligation, to assert any and all cross-claims or counterclaims it may have. Indemnitee shall cooperate in all reasonable ways with, make its relevant files and records available for inspection and copying by, and make its employees available or otherwise render reasonable assistance to, indemnitor in defense of any action being indemnified under this Lease. If indemnitee, without the written consent of indemnitor, makes any settlement with respect to any Claim, indemnitor shall not be bound to such settlement. If indemnitor fails timely to defend, contest or otherwise protect against the same and may make any compromise or settlement thereof and recover and be indemnified for the entire cost thereof from indemnitor including, without limitation, legal expenses, disbursements and all amounts paid as a result of such suit, action, investigation, claim, proceeding, cross-claim or counterclaim or compromise or settlement thereof.

Eminent Domain: If all of or any part the Lease Space shall be taken by any public authority under the power of eminent domain, then the Term shall cease and there shall be no further obligation on the part of either Landlord or Tenant and any monies received therefrom on account of ownership or use of the Leased Space shall be and remain the sole property of Landlord.

Landlord's Right to Perform Tenant's Covenants: If Tenant shall at any time fail to make any payments or perform any other act on its part to be made or performed after 30 days' written notice thereof to Tenant, then Landlord, after not less than 10 days' written notice to Tenant (or without notice if Landlord, in its sole discretion, reasonably deems the situation to be an emergency) and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease or from any default by Tenant and without waiving Landlord's right to take such action as may be permissible under this Lease as a result of such default, may (but shall be under no obligation to) make any payment or perform any act on Tenant's part to be made or performed as provided herein and may enter upon the Leased Space for any such purpose and take all action thereon, as may be necessary therefor. If, in the performance of Tenant's covenants under this Lease, Landlord pays any obligation of Tenant, Tenant shall repay such amounts to Landlord as additional Rent.

No Waiver: No failure by either party to insist upon the strict performance of any agreement, term, covenant or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, or no acceptance of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition of this Lease to be performed or complied with, and no breach of this Lease, shall be waived, altered or modified except by a written instrument executed by the party to be bound by such waiver, alteration or modification. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach of this Lease.

Events of Default: Any one or more of the following events shall constitute an "Events of Default" under this Lease:

- a) the Leased Space is abandoned by Tenant for a period in excess of 30 days and Tenant have removed or is in the process of removing its assets from the Leased Space; or
- b) if Tenant fails to pay Rent, Termination Rent or any other additional Rent for more than five days after the same become due; or
- c) if Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the federal Bankruptcy Code or any other present or future federal, state or other bankruptcy or insolvency statute or law, or shall seek or consent to or acquiesce in the appointment of any bankruptcy or insolvency trustee, receiver or liquidation of Tenant or of all substantial part of its properties or of the Leased Space; or
- d) if Tenant shall default in the performance or observance of any other covenant, agreement or other undertaking contained in this Lease for more than 10 days after written notice of such default to Tenant, provided, however, that if the covenant or agreement to be performed by Tenant is of such nature that the same cannot reasonably be performed within such 10-day period, such default shall be deemed to have been cured if Tenant commences such performance within said 10-day period and therefore diligently undertakes to complete the same; or

- e) if within 90 days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the federal Bankruptcy Code or any other present or future federal, state or other bankruptcy or insolvency statute or law, such proceeding shall not have been dismissed or if, within 120 days after the appointment, without the consent or acquiescence of Tenant, or any trustee, receiver or liquidator of Tenant or of all or substantially all of its properties or the Leased Space, such appointment shall not have been vacated.

Tenant acknowledges that the occurrence of any of the foregoing Events of Default shall constitute a material default and breach of this Lease by Tenant.

Remedies:

- a) Upon the occurrence of an Event of Default, Landlord may, at any time thereafter which such Event of Default continues, give written notice to Tenant specifying such Event of Default and stating that this Lease and the Term shall terminate on the date specified in such notice, which shall be at least 10 days after giving of such notice, and upon the date specified in such notice this Lease and the Term and all rights of Tenant under this Lease shall expire and terminate, and Tenant shall remain liable as provided in this section.
- b) Upon any termination of this Lease pursuant to this Section, Tenant shall quit and peacefully surrender the Leased Space to Landlord, and Landlord, upon or at any such termination, may without further notice, enter upon and reenter the Leased Space and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Leased Space and may have, hold and enjoy the Leased Space and the right to receive all rental income of and from the same.
- c) If this Lease shall be terminated pursuant to this Section, Tenant shall owe Rent for the entire remainder of the Term; provided, however, if Landlord is able to lease the Leased Space to a third party prior to the date on which Tenant pays the Rent due Landlord under this Section, the amount owed by Tenant shall be offset by the base rent paid by such third party. If Landlord leases the Leased Space to a third party after the date on which Tenant pays the Rent due Landlord under this Section, Tenant shall not be entitled to any offset.

Late Payments: Tenant shall pay Landlord for the late payments of Rent (subject to applicable grace periods) a late payment charge equal to 10% of the amount late for each 30-day period such payment is late. Acceptance of such late payment charge by Landlord shall not constitute a waiver of Landlord's rights or release Tenant from any obligations under this Lease.

Transfer of Landlord's Interest; Attornment: If the interests of Landlord in the Leased Space and under this Lease are transferred to a third party ("Transferee") pursuant to a contract of sale, foreclosure, deed in lieu of foreclosure or the exercise of a right of a trustee under a deed of trust or other loan documents, Tenant will attorn to the Transferee, and this Lease will continue in full accordance with the terms of this Lease. Upon transfer of the interest of Landlord in the Leased Space and its interest under this Lease to a Transferee and assumption of this Lease in writing by the Transferee, Tenant shall thereafter look to the Transferee under this Lease to the extent that the Transferee has assumed this Lease.

Subordination and Non-Disturbance: This Lease shall, at Landlord's option, be subordinate to any mortgage ("Mortgage") that may now or hereafter be placed on the Leased Space, provided, however, such subordination is conditioned upon the execution of a standard non-disturbance agreement, the terms of which are to be reasonable and no less favorable to Tenant as those set forth in this Lease. The holder of any such Mortgage being herein referred to as a "Mortgagee". From time to time as necessary in the future, Tenant will, upon demand, without cost, execute any instrument necessary to effectuate such subordination required by this Section (which instrument or collateral instrument is to contain a standard non-disturbance agreement). If within five business days after submission of such instrument, Tenant fails to execute the same, Landlord is hereby authorized to execute the same as attorney-in-fact, coupled with an interest, for Tenant, the cost of such execution to be borne by Tenant. Notwithstanding the subordination provided for herein, Tenant's right to quiet possession of the Leased Space shall not be disturbed if and so long as an Event of Default does not exist, unless this Lease is otherwise terminated pursuant to its terms.

Leasehold Mortgages: Tenant may not mortgage the leasehold estate under this Lease.

Estoppel Certificates: Each party agrees at any time and from time to time upon not less than 15 days prior written request by the other, to execute, acknowledge and deliver to the other a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the Rent and additional Rent has been paid, if any, and that to the actual knowledge of such Party, no Event of Default has occurred or, if an Event of Default has occurred, specifying the same; it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the fee, a Mortgagee, Leasehold Mortgagee, or assignee of any of them.

Assignment and Subletting: Tenant may neither assign this Lease nor sublet all or any portion of the Leased Space. Any attempted assignment for the benefit of Tenant's creditors or otherwise by operation of law shall not be effective to transfer or assign Tenant's interest under this Lease. If any of the corporate shares of stock of Tenant are transferred by sale, assignment, bequest, inheritance, operation of law, or otherwise, so as to result in a change of the control or structure of Tenant, the same shall be deemed to be an assignment for purposes of this Section.

Surrender: Upon termination of this Lease for any reason whatsoever or upon the last day of the Term, as the case may be, Tenant shall surrender to Landlord, in a "broom clean" and good condition, the Leased Space at least equivalent to that existing on the Commencement Date, except for reasonable wear and tear, casualty and condemnation, together with all permitted additions, alterations, improvements and replacements thereof installed by Tenant which become the property of Landlord. Good condition of the Leased Space shall include the requirement that all Hazardous Substances (placed thereon by Tenant) have been removed.

Quiet Possession: Landlord represents and warrants that it has full right and lawful authority to enter into this Lease. Tenant, upon paying Rent and observing the covenants of this Lease, may lawfully and quietly hold possession and enjoy the Leased Space, together with all appurtenances and rights appertaining thereto, during the Term without hindrance, ejection, molestation or interruption.

Tenant will (at no cost to Tenant) cooperate with Landlord in the granting of easements and other rights in the nature of easements necessary or useful to the business of the Sylvania Industrial Park, provided such grants do not unreasonably restrict or interfere with Tenant's Business.

Entry: Landlord and Landlord's authorized representatives or agents shall have the right to enter the Leased Space at any time for the purpose of examining or exhibiting the same.

Modification of Lease: This Lease contains all agreements of the parties with respect to any matter mentioned in this Lease. No prior agreement or understanding pertaining to any such matter shall be effective. No agreement hereafter made between Landlord and Tenant shall be effective to change, modify, waive, release, discharge, terminate or effect an abandonment of this Lease in whole or in part, unless such agreement is in writing, refers expressly to this Lease and is signed by both parties. The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Lease to be performed or observed by the other party hereto shall not constitute a waiver or relinquishment of that party's right to take recourse for any subsequent failure to perform any such term, covenant or condition, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

Notices: All notices, demands, directions, requests, designations, consents, approvals, instructions and other communications required or permitted by the terms of this Lease shall be in writing and shall become effective upon the earlier of its receipt or the lapse of five business days after being deposited in the United State mail, certified or registered, postage prepaid or, if delivered in person or in the form of telex, telegram, facsimile or cable, when received, and if mailed, shall be addressed to the party at its address set forth above or at such other place as the party may from time to time designate by like notice.

Rules and Regulations: Tenant, its servants, employees, agents, invitees, licensees, contractors and subcontractors shall observe and strictly comply with any Rules and Regulations as Landlord or its agents may, after notice to Tenant, from time to time reasonably adopt. Landlord shall include in leases of other space in Landlord's facility a similar requirement obligating tenants to comply such Rules and Regulations as may be adapted by Landlord. Landlord shall make reasonable efforts to enforce said Rules and Regulations, to the extent applicable, and to enforce the terms, covenants or conditions in any other lease against any other tenant; provided, however, that Landlord shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, invitees, or licensees. Landlord acknowledges that no such Rules and Regulations exist as of the date of this Lease.

Headings: The headings contained in this Lease are inserted only for the convenience and reference and in no way define, limit or enlarge the scope or intent of this Lease or in any way affect the terms and provisions of this Lease.

Severability: If any provisions of this Lease shall be declared by proper authority to be invalid or unenforceable, the remainder of this Lease shall continue in full force and effect.

Time: Time shall be of the essence of the performance by Tenant of all payments, covenants and agreements in this Lease, subject to grace periods specifically provided for in this Lease.

Governing Law: This Lease shall be governed by the internal laws of the State of Vermont.

Successors and Assigns: The terms, covenants and conditions of this Lease shall be binding upon and shall inure to the benefit of Landlord, and its successors and assigns, and Tenant, and its successors.

Counterparts: This Lease may be execute in one or more counterparts, each of which shall be deemed as original but which together shall constitute one and the same document.

Incorporation by Reference: The preamble and the WITNESSETH clauses set forth above and the Exhibit referred to above are incorporated into this Lease as if the same were fully set forth in this Lease.

IN WITNESS WHEREOF, each of the parties has caused this Lease to be signed by its duly authorized agents as of the date first above written:

“Landlord”: Windsor Technology Park, LLC

By: _____

Name:

Title: Managing Partner

Attest: _____

“Tenant”: _____, a _____ corporation

By: _____

Name:

Title:

Attest: _____