

LEASE AGREEMENT

This Lease, made as of the day of November, 2009, by and between Venture Properties, L.L.C. of Springfield, Hampden County, Massachusetts (hereinafter called "Landlord") and **Name of Lessor and Personal Guarantor**; and having a business address of 254 Worthington Street, Springfield, Massachusetts (hereinafter called ("Tenant")).

BASIC PROVISIONS, GRANT AND TERM

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|----------------------------------|---|
| (a) Date of Lease: | November , 2009 |
| (b) Landlord | Venture Properties, L.L.C. |
| (c) Landlord's Notice
Address | 254 Worthington Street
Springfield, Massachusetts 01103 |
| (d) Tenant | <u>Name of Lessor</u> |
| (e) Personal Guarantor | <u>Name of Guarantor</u> |
| (f) Tenant's Notice
Address | 254 Worthington Street
Springfield, Massachusetts 01103 |
| (g) Building | The commercial space located at 254 Worthington Street, area located in Springfield, Hampden County, Massachusetts. Said Premises located at 254 Worthington Street contains approximately 21,000 square feet |
| (h) Premise | The total building space is 21,000 square feet, the restaurant space is 1934 square feet, Tenant is also going to rent the 1265 square foot Patio and the 1070 square foot kitchen area for a total square feet located at 254 Worthington Street, Springfield, Massachusetts |
| (i) Term | A five (5) year lease term with the option for one five (5) year lease extension. In any event, this Lease shall expire on or 10 years from City of Springfield License Commission approval, but no later than March 31, 2020. |
| (j) Move in Requirements | \$2,500.00 First Month's Rent; and
\$2,812.00 Last Month's Rent
\$3,000.00 Security Deposit |

(j) Annual Basic Rent

<u>RENTAL PERIOD</u>	<u>ANNUAL RENT</u>	<u>BASIC MONTHLY</u>
Year 1	\$30,000.00	\$2,500.00
Year 2	\$30,900.00	\$2,575.00
Year 3	\$31,824.00	\$2,652.00
Year 4	\$32,772.00	\$2,731.00
Year 5	\$33,756.00	\$2,813.00

<u>OPTION PERIOD</u>	<u>ANNUAL RENT</u>	<u>BASIC MONTHLY</u>
Year 1	\$34,764.00	\$2,897.00
Year 2	\$35,796.00	\$2,983.00
Year 3	\$36,864.00	\$3,072.00
Year 4	\$37,968.00	\$3,164.00
Year 5	\$39,096.00	\$3,258.00

RENTAL

The Landlord hereby demises and leases unto the Tenant, and the tenant hereby accepts and takes from the Landlord and promises to pay the rents described herein and for the term and upon the conditions and restrictions hereinafter specified, the premises described as follows:

Premises The commercial space of building located at 254 Worthington Street, basement area, Springfield, Hampden County, Massachusetts. Said premises located at 254 Worthington Street, contains approximately 21,000 square feet

Term This Lease shall commence upon the issuance of the Springfield License Commission liquor license approval, but no later than March 31, 2010, and shall continue for a period of five (5) years. At the conclusion of the five (5) year period, the Tenant, provided the following notification requirement is met, shall have an option to extend the Lease for an additional period of five (5) years (lease Extension Period). The Landlord reserves the right to null and void the lease extension if the Tenant fails to notify the Landlord of its intention to exercise said option. The Landlord further reserves its right to make reasonable addendums and modifications to the conditions and restriction contained herein. Said notification by the Tenant of his decision to exercise said option shall be in writing sent by certified or registered mail and received by the Landlord no later than ninety (90) days prior to the beginning of the new lease period.

Rent The Tenant covenants and agrees to pay to the Landlord, beginning on the first of the month following the Springfield License Commission liquor license approval ("Rent Commencement Date"), and on the first day of each calendar month thereafter during the term of this Lease, as rental ("rent") for the Premises, the following:

- (a) A monthly sum equal to one-twelfth ($1/12^{\text{th}}$) the Annual Basic Rent, plus
- (b) A monthly sum equal to one-twelfth ($1/12^{\text{th}}$) of twenty percent (20%) of the Annual Property Tax assessed by the City of Springfield for the Building of which the Premises is a subdivision thereof; plus
- (c) A monthly sum equal to one-twelfth ($1/12^{\text{th}}$) of twenty percent (20%) of the Annual Business Improvement District tax assessed by the City of Springfield for the Building of which the Premises is a subdivision thereof; plus
- (d) A monthly sum equal to one-twelfth ($1/12^{\text{th}}$) of twenty percent (20%) of the Annual Property and Liability Insurance, as determined by the Landlord's insurance provider, for the Building of which the Premises is a subdivision thereof; plus
- (e) A monthly sum equal to one-twelfth ($1/12^{\text{th}}$) of twenty-seven percent (27%) of the City water and sewer charges for the Building of which the Premises is a subdivision thereof; plus
- (f) All additional sums, charges, or amounts of whatever nature to be paid by the Tenant to the Landlord under this Lease, whether or not such sums, charges or amounts are referred to as additional rent.

Annual Basic Rent: - Annual Basic Rent shall be payable without set-off, deduction or notice, shall be made in equal monthly installments of one-twelfth ($1/12^{\text{th}}$) of each annual sum, in advance, beginning on the Rent Commencement Date, and on the first day of each calendar month thereafter during the term of this Lease.

THIS LEASE IS MADE UPON THE FOLLOWING CONDITIONS, LIMITATIONS & RESTRICTIONS:

PAYMENT OF RENTS: The Tenant shall, without any previous demand therefore, pay to the Landlord, or its agent, the said Rents at the time and in the manner above described. In the event of the non-payment of said Rents, or any installments thereof, at the times and in the manner above provided, and if the same shall remain in default for fifteen (15) days after becoming due, the Landlord or its agent shall give the Tenant notice in writing for ten (10) additional days to cure the default, or if the Tenant shall be dispossessed for non-payment of Rents, or the leased Premises shall be deserted or vacated, the Landlord or its agents shall have the right to and may enter the said Premises as the agent of the Tenant, either by force or otherwise, without being liable for any prosecution or damages thereof, upon such terms as shall be satisfactory to the Landlord, and all rights of the Tenant to repossess the premises under this Lease shall be forfeited after the additional ten (10) days to cure the default have passed and the Tenant has failed to cure the default. Such re-entry by the Landlord shall not operate to release the Tenant from any rents to be paid or covenants to be performed hereunder during the full Term of this Lease.

For the purpose of re-leasing, the Landlord shall be authorized to make such repairs or alterations in or to the leased Premises as may be necessary to place the same

in good order and condition. The Tenant shall be liable to the Landlord for the cost of such repairs, alterations and all expenses of such re-leasing. If the sum realized from the re-leasing is insufficient to satisfy the monthly or term rent provided in this Lease, the Landlord, at its option, may require the Tenant to pay such deficiency month to month, or may hold the Tenant liable in advance for the entire deficiency to be realized during the term of re-leasing. The Tenant shall not be entitled to any surplus accruing as a result of the re-leasing. The Landlord is hereby granted a lien, in addition to any statutory lien or right to distain that may exist, on all personal property of the Tenant, to take possession of any furniture, fixture or other personal property of the Tenant found in or about the Premises, and sell the same at public sale and to apply the proceeds thereof, to the payment of any monies becoming due under the Lease, the Tenant hereby waiving the benefit of all laws exempting property from execution, levy and sale on distress or judgment.

SECURITY FOR PAYMENT OF RENTS: As security for the obligations of the Tenant under this Lease, Tenant agrees to execute a Security Agreement and allow the filing of a financing statement, pledging all of the assets of the Tenant to the Landlord, including but not limited to the liquor license. Tenant agrees to disclose the Security Agreement as part of its Liquor License Application and to attach it, if required by the Application or by the Licensing Commission.

UTILITIES: The Tenant shall make application for, obtain, pay for and be solely responsible for all utilities required, used or consumed in the Premises, including, without limitation, gas, oil, water (including water for commercial uses and for fire protection), telephone, electricity, sewer service, dumpster, garbage collection services and all other similar services (collectively "Utility Services"). As described above, the Tenant shall further be responsible for water and sewer charges in an amount equal to twenty-seven percent (27%) of the total water and sewer charges assessed by the City of Springfield on the Building of which the Premises is a subdivision thereof. The Tenant also agrees the Landlord shall not be responsible for any discontinuance of Utility Services, and the same shall not constitute a termination of this Lease or an eviction, constructive or otherwise, of the Tenant. The Landlord shall not be liable to the Tenant, in damages or otherwise (a) if any utilities shall become unavailable from any public utility or any other person or entity supplying or distributing such Utility Services, or (b) for any interruption in any service hereunder (including without limitation any heating, ventilation or air conditioning), caused by the making of any repairs or improvements, or by any cause beyond the Landlord's reasonable control, and the same shall not constitute a termination of this Lease or an eviction of the Tenant, nor shall the Landlord be liable to the Tenant for indirect or consequential damages.

QUIET ENJOYMENT: The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in this Lease contained, shall and may peaceably and quietly have, hold and enjoy the Premises for the prescribed Term.

CONDITION OF PREMISES: The Tenant has examined the Premises, and accepts them in their present condition (except as otherwise provided herein) and without any representations on the part of the Landlord or its agents as to the present or future condition of said Premises. The Tenant shall keep the demised Premises in good condition and shall redecorate, paint and renovate the said Premises as may be necessary to keep them in repair and good appearance. At the expiration of the Lease Term or earlier termination of the tenancy hereby created, the Tenant will surrender the demised Premises in as good a condition as when received, excepting only ordinary wear and tear. The Tenant shall quit and surrender the premises at the end of the demised term in as good a condition as the reasonable use thereof will permit.

USE OF PREMISES: The Tenant covenants and agrees to use the Premises as a *restaurant and bar*, and agrees not to use or permit the Premises to be used for any other purpose, including, but not limited to, any purpose prohibited by Federal, State or Local law or ordinance.

SUB-LEASING & ASSIGNMENT: The Tenant shall not sub-lease or assign the Premises or this Lease, nor any portion thereof, without the prior written consent of the Landlord.

ALTERATIONS-IMPROVEMENTS: The Tenant shall produce to the Landlord any and all proposed alterations or improvements of the Premises, and shall receive approval thereto prior to the commencement of any of the same. The Tenant shall also be responsible for the cost of all alterations, additions, improvements and build out associated with preparing and maintaining the Premises in a condition suitable for the Tenant to conduct business.

The Tenant shall not make any alterations, additions or improvements to said Premises without the prior written express consent and approval of the Landlord, which approval shall not unreasonably be withheld. All alterations, additions and improvements, whether temporary or permanent in character, which may be made upon or to the Premises, whether by the Landlord or the Tenant, except furniture or movable trade fixtures installed at the expense of the Tenant, shall immediately become part of the Premises and shall remain as such and shall be surrendered and delivered to the Landlord at the time of the expiration or termination of this Lease without compensation to the Tenant. The Tenant further agrees to keep said Premises and all parts thereof in a clean, sanitary and safe condition and free from trash, inflammable material and other objectionable matter.

ACCESS TO PREMISES: The Landlord, or their agents, shall have the right to enter the Premises during reasonable hours of the daytime and nighttime to (1) examine the condition of the same; (2) to run telephone or other wire; (3) to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the Premises; (4) for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of the Landlord to make any such

repairs, additions or alterations); (5) to exhibit the same to prospective tenants and put upon the Premises a suitable "For Rent" sign.

PLACEMENT OF ADVERTISEMENT: No sign, advertisement or notice shall be affixed to or be placed upon the exterior of the Premises by the Tenant, except in such manner, and of such size, design and color as shall be approved in advance in writing by the Landlord, which approval shall not be unreasonably withheld.

ASSIGNMENT TO CREDITORS: It is further agreed that if at any time during the term of this Lease the Tenant shall make assignment for the benefit of creditors, or be decreed insolvent or bankrupt according to the law, or if a receiver shall be appointed for the Tenant, the Landlord may, at its option, terminate this Lease, exercise of such option to be evidence by notice to that effect served upon the assignee, receiver, trustee or other person in charge of the liquidation of the property of the Tenant or the Tenant's estate, but such termination shall not release or discharge any payment of rent or taxes payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of the Tenant, or the Tenant's legal representative.

LIENS AGAINST THE PREMISES: In the event that any mechanics lien is filed against the Premises as a result of alterations, additions or improvements made by the Tenant, the Landlord, at its option, after thirty (30) days notice to the Tenant, may give the Tenant in writing an additional 10 days to cure the lien, if the Tenant has not cured the lien after the additional ten (10) days the Landlord may terminate this Lease and may pay the said lien, without inquiry into the validity thereof, and the Tenant shall reimburse the Landlord forthwith the total expenses incurred by the Landlord in discharging the said lien, as additional rent hereunder.

REPAIRS BY LANDLORD: With the exception of the Roof and Structural Walls, the Landlord *does not* covenant to make repairs to the Premises. This includes any installations or repairs of equipment or facilities therein, ordinary or extraordinary. All such repairs shall be made by the Tenant at its own expense. This includes all repairs which (a) arise from or are caused directly or indirectly by the Tenant's breach of this Lease or by negligence or willful act of the Tenant, its agents, officers, employees, licensees, invitees or contractors; (b) otherwise as a result of the Tenant's use of the Premises or; (c) relate to any work done by the Tenant pursuant to this Lease, whether within the demised Premises or the common areas, which shall also be made by the Tenant at its expense.

DELAY IN SERVICES: This Lease and the obligation of the Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of the Tenant shall in no way be affected, impaired or excused because the Landlord is unable to supply or is delayed in supplying any service expressly or implicitly to be supplied or is unable to supply or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any

equipment or fixture if the Landlord is prevented or delayed from so doing by reason of Federal, State, county or Municipal law, rule regulation, ordinance or preemption.

DAMAGE TO PROPERTY: In the event of the destruction of the Premises by fire, explosion, the elements or otherwise during the term hereby created, or such partial destruction thereof *as* to render the Premises unfit for occupancy, or should the Premises be so badly damaged that the same cannot be repaired within ninety (90) days from the beginning of such damage, then and in such cases the term hereby created shall, at the option of the Landlord, cease and become null and void from the date of such damage or destruction, and the Tenant shall immediately surrender said Premises and all the Tenant's interest therein to the Landlord, and shall pay rent only to the time of such surrender, in which event the Landlord may re-enter and repossess the Premises thus discharged from this Lease and may remove all parties therefrom.

Should the demised Premises be rendered uninhabitable and unfit for occupancy, but yet be repairable, within ninety (90) days from the happening of said damage, the Tenant with the Landlord's written approval may enter and repair the same with reasonable speed, and the rents shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But if the Premises shall be so slightly damaged as not to be rendered unfit for occupancy, the Tenant agrees to repair the same with reasonable promptness and in that case the Rents accrued and accruing shall not cease or desist. The Tenant shall immediately notify the Landlord in case of fire or other damage to the Premises.

INSURANCE REQUIREMENTS: The Tenant shall, at all times after the execution of this Lease, maintain and keep in full force, at its own expense, liability insurance written on a Comprehensive policy form on the leased Premises in the sum of not less than One Million Dollars and 00/100 (\$1,000,000.00) per occurrence, Two Million Dollars and 00/100 (\$2,000,000.00) aggregate coverage and otherwise in form and substance reasonably satisfactory to the Landlord.

The Company or companies writing any insurance which the Tenant is required to take out and maintain or cause to be taken out and maintained as well as the form of such insurance and the types and amounts of any deductibles shall at all times be subject to the Landlord's approval and such company shall be an admitted carrier and licensed to do business in the state of Massachusetts. Said insurance company shall have a Best Rating of A or better. Each policy evidencing such insurance shall name the Landlord and the Tenant as insured parties, *as* their interests may appear, and shall also contain a provision by which the insurer agrees that such policy shall not be cancelled, modified or permitted to lapse except after thirty (30) days' written notice to the Landlord. A certificate of each such policy or, if the Landlord shall so request, a true and complete copy of such policy, shall be deposited with the Landlord by the Tenant prior to commencement of the Tenant's obligation to procure the same.

INDEMNIFICATION: To the maximum extent provided by law, the Tenant shall indemnify and save harmless the Landlord, the directors, officers, agents and employees of the Landlord and those in privity of estate with the Landlord, from and against all claims, expenses or liability of whatever nature: (a) arising from any default,

breach of this Lease, act, omission or negligence of the Tenant, or the Tenant's contractors, licensees, agents, servants, employees or invitees, or the failure of the Tenant or of any such persons to comply with any rule, order, regulation or lawful direction now or hereafter in force by any public authority, in each case to the extent the same are related, directly or indirectly, to the Premises or the Tenant's use thereof, whether or not the injury or damage occurs within the Premises; or (b) arising directly or indirectly, from any accident, injury or damage, however caused, to any person or property on or about the Premises caused by the act, omission or negligence of the Tenant. This indemnity and hold harmless agreement shall include indemnity against all expense and liabilities incurred in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel acceptable to the Landlord or counsel selected by an insurance company which has accepted liability for any such claim.

LOSSES-GLASS: The Tenant agrees to replace, at the Tenant's expense any and all glass which may become broken in or on the Premises. Plate glass and mirrors, if any, shall be insured by the Tenant at their full insurable value by a company satisfactory to the Landlord. Said policy shall be of full premium type, and shall be deposited with the Landlord or its agent.

LOSSES-INJURY TO PERSONS: Neither the Landlord or any agent or employee of the Landlord shall be liable for any death or injury arising from or out of any occurrence in, upon, at or related to the Premises, or damage to property of the Tenant or of others located on the Premises or elsewhere, from any cause whatsoever, whether or not any such death; injury, loss or damage results from the negligence of the Landlord or their agents, servants or employee, or any other person for whom they may, in law, be responsible. Neither the Landlord nor any agent or employee of the Landlord shall be liable for any damage caused by other tenants or occupants of adjacent property thereto or the public or caused by construction or by any private, public or quasi-public work. All property of the Tenant kept or stored on the Premises shall be so kept or stored at the risk of the Tenant only, and the Tenant shall indemnify the Landlord and its agents and save them harmless from any claim arising out of any damages to the same including, without limitation, any subrogation claims by the Tenant's insurers.

COMPLIANCE WITH LAWS: The Tenant agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the business to be conducted by the Tenant in the Premises. The Tenant agrees not to do or permit anything to be done in said Premises, or keep anything therein which will increase the rate of fire insurance premiums on the Premises or the property kept therein, or which will obstruct or interfere with the rights of other tenants, or conflict with the regulations of the Fire Department or with any insurance policy insuring the Premises or its contents.

OUTDOOR ENTERTAINMENT: The Tenant agrees to abide by local noise ordinances, specifically as it relates to entertainment and music on the Patio. No music or entertainment shall occur on the Patio after 11 p.m.

SECURITY OF PATRONS: The Tenant expressly agrees to supply and maintain adequate and sufficient security personnel at and in the Premises to prevent disturbances of any and all sorts, and to protect the patrons of the Tenant's business and to protect citizens in or about the public right of way adjacent to the Premises. If at any time the Landlord deems the security measures taken by the Tenant are insufficient to maintain order and lawful conduct within and adjacent to the business, the Landlord may, at its discretion, dictate further security measures to be implemented by the Tenant at the Tenant's expense. Failure to abide by the provisions of this section will be considered a breach of the Lease and every remedy provided for in this Lease and by law will be available to the Landlord.

HOLDOVER BY TENANT: In the event that the Tenant shall remain in the Premises after the expiration of the term of this Lease without having executed a new written lease with the Landlord, such hold over shall not constitute a renewal or extension of this Lease. The Landlord may, at its option, elect to treat the Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration thereof, and in that event the Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the demised term plus ten percent (10%).

TAKING BY EMINENT DOMAIN: If the property or any part thereof wherein the Premises is located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this Lease, at the option of the Landlord, shall forthwith terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking.

METHOD OF NOTICE: All notices and demand, legal or otherwise, incidental to this Lease, shall be in writing. If the Landlord or its agents desires to give or serve upon the Tenant any notice or demand, it shall be sufficient to send a copy thereof by registered mail, addressed to the Tenant at the demises premises, or to leave a copy thereof with the person of suitable age found in the Premises, or to post a copy thereof upon the door to said Premises, Notices from the Tenant to the Landlord shall be sent by registered mail or delivered to the Landlord at the place herein before designated for the payment of rent, or to such party or place as the Landlord may from time to time designate in writing.

APPLICABILITY OF CONDITIONS: The conditions and restrictions regarding the premises which shall be made by the Landlord, shall be observed by the Tenant and by the Tenant's employees, agents and customers. The Landlord reserves the right to rescind any presently existing rules applicable to the Premises, and to make such other and further reasonable rules and regulations *as*, in its judgment, may from time to time be desired for safety, care and cleanliness of the Premises, and for the preservation of good order therein, which rules, when so made and notice thereof given to the Tenant shall have the same force and effect *as* if originally made part of this Lease. Such other

and further rules shall not, however, be inconsistent with the proper and rightful enjoyment by the Tenant of the Premises. In no event shall the Tenant allow patrons or any other persons to loiter on or about the Premises.

BREACH OF CONDITIONS: In case of violation by the Tenant of any of the covenants, agreements conditions or restrictions of this Lease, or of the rules and regulations now or hereinafter to be reasonably established by the Landlord and upon failure to discontinue such violation within seventy-two (72) hours after notice thereof given to the Tenant, this Lease shall henceforth, at the option of the Landlord, become null and void, and the Landlord may reenter without further notice or demand. All rent in such case shall become immediately due and the Tenant shall be liable for all loss or damage resulting from such violation as described above. No waiver by the Landlord of any violation or breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph to operate to defeat the right of the Landlord to declare this Lease null and void and re-enter upon the Premises after the said breach or violation. This provision is meant to apply to violations that materially endanger the safety and/or security of the premises.

ATTORNEY FEES: The Tenant agrees to pay, as additional rent, all attorney's fees and other costs and expenses incurred by the Landlord in enforcing any of the Tenant's obligations under this Lease.

INVALIDITY: If in any respect any provision of this Lease, in whole or in part, shall prove to be invalid for any reason, each invalidity shall only affect the part of such provision which shall be invalid, and in all other respects shall stand as if such invalid provisions had not been made, and it shall fail to the extent and only to the extent, of such invalidated, impaired or affected thereby.

ENTIRE AGREEMENT: This Lease contains the entire agreement between the parties, supersedes any and all prior understandings and agreements, whether written or oral, and shall not be modified in any manner except by an instrument, in writing, executed by the parties or their respective successors in interest. No rights are to be conferred upon the Tenant until this Lease has been signed by the Landlord, and an executed copy of the Lease has been delivered to the Tenant.

MISCELLANEOUS PROVISIONS:

- (a) The covenants and agreements contained herein shall, subject to the provisions of this Lease, bind and inure to the benefit of the LANDLORD and TENANT, their successors and assigns, except as otherwise provided herein.
- (b) Words of any gender used in this agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sentence requires.

- (c) The acts or omission of the servants and agents of the TENANT during the term of this Agreement or any extension hereof, shall be construed to be the acts or omissions of the TENANT.
- (d) The acts or omissions of the servants and agents of the LANDLORD during the term of this Agreement or any extensions hereof, shall be construed to be the acts or omissions of the LANDLORD.
- (e) Time shall be construed to be of the essence hereof wherever any act hereunder is required to be done at a certain time, or within a prescribed period of time.
- (f) This Agreement, and any amendments which the parties may execute hereto, sets forth all of the promises, agreements, conditions and understandings between the LANDLORD and the TENANT relative to the Leased Premises, and there are no other promises, agreements, conditions and understandings, either oral or written, between them.
- (g) This Lease is executed under and pursuant to the laws of the Commonwealth of Massachusetts and shall be so construed.
- (h) The entrances, corridors, passages and stairways shall be under the exclusive control of the LANDLORD and shall not be obstructed, or used by the TENANT for any other purpose than ingress to and from the Leased Premises.
- (i) The Leased Premises shall not be used for the purpose of lodging or sleeping rooms, nor in any way to damage the reputation of the building; and the TENANT shall not disturb, nor permit the disturbance of other tenants by any unseemly noises, nor by any interference whatever; and nothing shall be placed or permitted upon the outside window sills, or thrown from the windows of the building.
- (j) The LANDLORD shall have the right to exclude or eject from the building animals of every kind, birds, bicycles and all canvassers and other persons who conduct themselves in such a manner as to be, in the judgment of the LANDLORD, an annoyance to the tenants or a detriment to the building.
- (k) No additional locks shall be placed upon any doors of said Leased Premises, without first obtaining the written consent of the LANDLORD, and the TENANT will not permit any duplicate keys to be made (all necessary keys to be furnished by the LANDLORD), but if more than two (2) keys for any door are desired, the additional number shall be paid for by the TENANT. Upon termination of this LEASE the TENANT shall surrender all keys to the Leased Premises and of said building, and shall give to the LANDLORD the explanation of the combination of all locks or any vaults or safes.
- (l) The TENANT, before closing and leaving the Leased Premises at any time, shall see that all windows are closed, thus avoiding possible damage from storms, rain

or freezing, The TENANT agrees to replace all glass broken by the TENANT, his agents or employees during tenancy in the building. The LANDLORD shall not allow water to be wasted by tying or wedging back faucets or otherwise.

(m) The TENANT is required on a bi-weekly basis to engage the services of a licensed exterminator for purpose of pest control, and shall supply LANDLORD with proof of extermination services after each servicing by the said exterminator.

IN WITNESS WHEREOF, Land lord and Tenant have signed this Lease Agreement as of the day and year written below:

LANDLORD:

Dated: _____

Venture Properties, L.L.C.
Victor Bruno, Partner

TENANT:

Dated: _____

Name of Lessor Guarantor
, Manager

I, the undersigned hereby personally guaranty all of the obligations of the within Lease.

Dated: _____

Personal Guarantor,
Personally and individually