

COMMERCIAL LEASE

Between

[name]

as Landlord

and

[Name]

as Tenant

for Premises located at
ADDRESS
Town, State, Zip

SUMMARY OF BASIC LEASE INFORMATION

This Summary of Basic Lease Information (this “**Summary**”) is hereby incorporated into and made a part of the attached Commercial Lease (the “**Lease**”). Each reference in the Lease to any term of this Summary shall have the meaning set forth in this Summary. In the event of any conflict, the terms of the written Lease shall control over the terms of this Summary.

1.	Date of the Lease																																																	
2.	Landlord																																																	
3.	Address of Landlord																																																	
4.	Tenant																																																	
5.	Address of Tenant																																																	
6.	Premises	Approximately rentable square feet in the building known as ____ (the “ Property ”).																																																
7.	Term	5 years and 0 months with a scheduled Lease Commencement Date of DATE Basic Rent will commence on DATE. With option to sign for an additional 5 years beginning on DATE. Rent to adjust annually by prior 12 month average BLS CPI index, beginning on DATE																																																
8.	Basic Rent	<table border="1"> <thead> <tr> <th></th> <th>Rent/SF</th> <th>Monthly</th> <th>Annually</th> </tr> </thead> <tbody> <tr> <td>Mons 1-?</td> <td>\$ -</td> <td>\$ 3,000</td> <td>\$36,000</td> </tr> <tr> <td>Year 1</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>Year 2</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>Year 3</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>Year 4</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>Year 5</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>Year 6</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>Year 7</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>Year 8</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>Year 9</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>Year 10</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> </tbody> </table>		Rent/SF	Monthly	Annually	Mons 1-?	\$ -	\$ 3,000	\$36,000	Year 1	\$	\$	\$	Year 2	\$	\$	\$	Year 3	\$	\$	\$	Year 4	\$	\$	\$	Year 5	\$	\$	\$	Year 6	\$	\$	\$	Year 7	\$	\$	\$	Year 8	\$	\$	\$	Year 9	\$	\$	\$	Year 10	\$	\$	\$
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Year 9	\$	\$	\$																																															
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9.	Security Deposit																																																	
10.	Tenant’s Pro Rata Share of Taxes, Operating Expenses and common utilities	____ Percent on a building rentable square footage of _____.																																																
11.	Utilities	Utilities are separately metered and Tenant’s responsibility																																																

12	Janitorial Services & Maintenance	For Property common areas including the parking lot, maintenance will be provided by Landlord and included in building operating expenses. Tenant will clean and maintain within the Premises at Tenant's own expense.
13	Broker	None
14	Exhibits	Exhibit A: Space Plan

COMMERCIAL LEASE

1. **Parties.** Landlord, which expression shall include its heirs, successors, and assigns where the context so admits, does hereby lease the Premises to Tenant, which expression shall include its successors, executors, administrators, and assigns where the context so admits, for the Term subject to the provisions of this Lease.

2. **Premises.** The Tenant hereby leases the following described premises together with the right to use in common with others entitled thereto, the hallways, stairways, elevators, common areas, and the right to use the lavatories nearest thereto:

Approximately _____ rentable square feet in the facility known as _____ (the “**Property**”). The Premises are further defined on the plan of the Property attached hereto as Exhibit A.

Tenant acknowledges that it has inspected the Premises and agrees to accept the Premises in their “AS IS” condition, subject only to the Landlord’s Work as defined in Section 4 below, if any.

3. **Term.** The Term of this Lease shall be 5 years and 0 months commencing on the commencement dates as defined below. The Term shall expire at the close of the day immediately preceding the tenth anniversary of the Lease Commencement Date, except that if the Lease commencement date is other than the first day of a calendar month, the expiration of the Term shall be at the close of the last day of the calendar month in which such anniversary falls. The Term shall include any extension period that is expressly provided for by this Lease and that is effected in accordance with this Lease. Lease has an option to re-sign for an additional 5 years on DATE through DATE, and rent will adjust annually by prior 12 month average BLS CPI index, beginning on DATE

4. **First Right of Refusal.** If, at any time during the term or any extension(s) of this Lease, Lessor shall, in response to a bona fide offer to purchase all or part of its interest in the Leased Premises from a third party, desire to sell or otherwise dispose of such interest, it shall notify Lessee in writing of the party to whom it desires to sell such interest and the price at which and the terms upon which it desires to sell the same, and Lessee shall, within 10 days of receipt of the notice, notify Lessor in writing whether it wishes to purchase such interest at the price and on the terms set forth in the notice. If Lessee elects to purchase such interest, Lessor shall be bound to convey, assign, or otherwise transfer such interest to Lessee promptly thereafter at such price and on such terms. If Lessee elects not to purchase such interest or fails to give notice of its intention within the 10-day period, Lessor shall be free to convey, assign, or otherwise transfer such interest to the third party at a price not less than stated in the notice or on more favorable terms than those stated in the notice.

The Lease Commencement Date shall be DATE

The Basic Rent Commencement Date shall be DATE

4. a. **Landlord’s Work.** None. The space will be delivered in it’s “as is” condition.

TENANT HAS BEEN PROVIDED WITH THE OPPORTUNITY TO REVIEW THE EXISTING SPACE, IN DESIGNING TENANT'S PREMISES AND TENANT'S SPACE PLANS. TENANT ACCEPTS THE PREMISES WITHOUT ANY REPRESENTATION OR WARRANTY AS TO ITS FITNESS FOR ANY PARTICULAR PURPOSE AND, FURTHER, ACKNOWLEDGES AND AGREES THAT, CONSISTENT WITH THE

PROVISIONS OF SECTION 4.b. HEREIN BELOW, TENANT SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL REMAINING WORK TO BE PERFORMED ON THE PREMISES NECESSARY BY TENANT FOR ITS INTENDED USE OF THE PREMISES.

b. Tenant's Work.

Except for Landlord's Work set forth above, if any, Tenant shall be solely responsible for any and all work to be performed on the Premises necessary for its use of the Premises.

c. Construction Allowance/Disbursement Provisions: None

5. Basic Rent. Tenant shall pay to Landlord the Basic Rent set forth in the attached Schedule. Such Basic Rent shall be payable in advance on the Lease Commencement Date and on the first day of each month thereafter during the Term in monthly installments of, subject to proration in the case of any partial calendar month.

The Basic Rent and the Additional Rent (defined below) shall together be referred to as the "**Rent**". All Rent shall be payable without offset or deduction. Any payment of Rent received by Landlord more than ten (10) days after the same is due shall be subject to an administrative charge of five percent (5%) of the amount of such overdue payment. Payments of Rent made more than fifteen (15) days after the date due shall incur an additional charge of one percent (1%) per month (or any portion thereof) until the same is paid in full. Landlord shall have the right at any time that a payment default exists, to apply any payment received to such outstanding obligations in the order that Landlord, in its sole discretion, determines.

6. Security Deposit: Waived.

7. Additional Rent. In addition to Basic Rent, Tenant shall also pay Additional Rent, if any, upon the earlier of the date that Tenant first occupies or takes possession of the Premises, or the Commencement Date, regardless of when Tenant fully occupies the Premises, as follows:

(a) Taxes. If in any tax year commencing with the fiscal year ____, the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year ____ (hereinafter called the "**Tax Base Year**"), Tenant will pay to Landlord as Additional Rent hereunder, when and as designated by notice in writing by Landlord, __ Percent (????) of such excess amount of such taxes that may occur in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year. If the Landlord obtains an abatement of any such real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the Tenant.

"**Real Estate Taxes**" shall mean all federal, state, county, local and municipal taxes, assessments, fees and charges of every kind or nature (other than Landlord's income taxes), whether general, special, ordinary or extraordinary, due at any time or from time to time, during the Term in connection with the ownership, leasing or operation of the Property.

(b) Utilities. Tenant shall pay as they become due all charges and expenses for Utilities (defined below) that are furnished to the Premises and separately metered (or sub-metered by Landlord).

"**Utilities**" shall mean sewer, water, hot water, air-conditioning, ventilating, heat and electricity, whether supplied by Landlord, a municipality or utility company and required for the operation of the Property (but not for any Tenant specific process, use or function).

Subject to the other provisions of this Section 7(c), Landlord agrees to furnish the equipment and machinery necessary for Utilities to be provided to the Premises, subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for the Premises, or to any cause beyond Landlord's control. Landlord's obligation under this Section 7(c) is limited to payment of the cost of any repairs or

replacements requiring capital improvements or expenditures to the equipment and machinery necessary for Utilities to be provided to the Premises. Landlord's obligation to provide, repair or replace such Utilities, machinery or equipment as provided above and in Section 11(b) below is limited to the Utilities, machinery and equipment within the Premises as of the Commencement Date of this Lease.

Tenant shall arrange and be solely responsible for janitorial, cleaning and security services within the Premises. Tenant shall provide and pay for its own telephone and cable services. Tenant and Landlord agree that Landlord shall have no obligation to provide security to the Property (including the parking areas). To the extent Landlord provides security, it shall be upon those terms and conditions set forth from time to time in the Rules and Regulations or otherwise made known in writing by Landlord.

(c) Partial Lease Years. The items of Additional Rent set forth in this Section 7 and anywhere else in this Lease shall be prorated should this Lease be in effect with respect to only a portion of any calendar year or fiscal year, as the case may be.

(d) Payment of Additional Rent. Landlord shall have the right to reasonably estimate the annual amount of Additional Rent due under this Lease and have Tenant pay one twelfth (1/12th) of such amount along with Tenant's monthly payments of Basic Rent. At the end of each calendar or fiscal year, as applicable, Landlord will determine the actual amount of Additional Rent due for the preceding year, and Tenant will pay any deficiency or receive a credit for any overpayment within thirty (30) days after the end of such year.

(e) Pro-Rata Share. For general purposes hereunder, Tenant's Pro-Rata Share shall be deemed to be ____ **Percent (????)** subject to review, measurement, and approval, from time to time.

8. Use of Premises. Tenant shall use the Premises only for the following Permitted Uses: Conduct of the business of _____.

Landlord shall have the right, from time to time, to generate and distribute to the tenants of the Property, including Tenant, Rules and Regulations governing use of the Property. Such Rules and Regulations shall be enforceable by Landlord, but shall not materially interfere with Tenant's use of the Premises for the Permitted Uses. Tenant and all parties with rights derived through Tenant shall abide by the terms and provisions set forth in the Rules and Regulations.

9. Compliance With Laws. Tenant shall not keep in the Premises any inflammable fluids or chemicals, or permit the emission from the Premises of any objectionable noise or odor; nor dump, flush, or in any way introduce any hazardous substances or any other toxic substances into the sewage or other waste disposal system serving the Premises or the building; nor generate, store, use or dispose of hazardous or toxic substances in or on the Premises or the building except as specifically allowed under the terms and conditions hereof, and, in any event, at all times in conformance with applicable laws, regulations, and ordinances.

10. Fire Insurance. Tenant shall not permit any use of the Premises which will make voidable any insurance on the Property, or on the contents of the Property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers.

11. Maintenance.

(a) Tenant's Obligations. Tenant agrees to maintain the Premises (including, without limitation, any mechanicals, fixtures, equipment and Utilities exclusively serving the Premises, together with supplemental electrical or HVAC systems serving Tenant's computer facilities, audio/visual, computer, data or telecommunications systems, special security systems, interior bathrooms, kitchens and kitchen appliances) in good condition, reasonable wear and tear and damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein.

(b) Landlord's Obligations. Landlord agrees to maintain the structure of the building of which the Premises are a part, including the foundation, supports, external walls and roof, including the payment of

the cost of any repairs or replacements requiring capital improvements or expenditures to the equipment and machinery necessary for Utilities to be provided to the Premises, subject to Tenant's obligations under Section 7(b) and (c) hereof), in the same condition as it is on the Commencement Date or as it may be put in during the Term of this Lease, reasonable wear and tear and damage by fire and other casualty only excepted. The removal of snow and ice from the sidewalks on the Property shall be Landlord's responsibility. Landlord also agrees to maintain all common areas in good condition including, without limitation, the parking lots, driveways, sidewalks, and landscaping.

12. Alterations - Additions. Tenant shall not make structural alterations or additions to the Premises, but may make non-structural alterations *provided* Landlord consents thereto in writing, which consent shall not be unreasonably withheld or delayed. Notwithstanding such consent, Tenant shall, if requested in writing by Landlord at or prior to the expiration or earlier termination of this Lease (including any extension of this Lease or any agreement which is or is deemed to be a new lease between the parties involving any or all of the Premises), remove alterations or improvements made by Tenant to the Premises, repair any damage resulting from such removal, and restore the Premises to the condition in which it existed prior to such alteration. All such allowed alterations shall be at Tenant's sole expense and shall be in quality at least equal to the present construction. Tenant shall not permit any mechanics' or similar liens to remain upon the Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record forthwith without cost to Landlord.

Any alterations or improvements made by Tenant that are not otherwise required to be removed hereunder shall become the property of Landlord at the termination of occupancy as provided herein.

13. Assignment - Subleasing.

(a) Prohibition. Tenant shall not assign, sublet, pledge, mortgage or otherwise encumber all or any part of, or interest in, the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld.

(b) Permitted Transfers. Notwithstanding anything to the contrary contained in this Lease, so long as such transferee is of equal or greater net worth than Tenant, Tenant may sublet all or any portion of the Premises or assign Tenant's interest in this Lease to: (i) a subsidiary, affiliate, parent or other entity which controls, is controlled by, or is under common control with, Tenant; (ii) a successor entity to Tenant resulting from merger, consolidation or non-bankruptcy reorganization; or (iii) a purchaser of all or any significant portion of Tenant's equity or assets.

14. Subordination. This Lease shall be subject and subordinate to any mortgage, deed of trust and other instrument in the nature of a mortgage ("**Mortgage**"), now or at any time hereafter, and Tenant shall, when requested and at the expense of Landlord, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to any such Mortgage.

15. Landlord's Access: Landlord may, at reasonable times and, except in the event of an emergency, upon reasonable notice to Tenant, enter to view the Premises and make such repairs and alterations as Landlord should elect to do and may show the Premises to others, and at any time within six (6) months before the expiration of the Term, may affix to any suitable part of the Premises a notice for leasing or selling the Premises or Property and keep the same so affixed without hindrance or molestation.

16. Insurance and Subrogation.

(a) Landlord's Insurance. Landlord shall maintain (i) "special form" property insurance covering the Property at its full replacement value, but excluding Tenant's Property (defined below), and (ii) commercial general liability insurance (collectively, "Landlord's Policies"), all of the above with limits that are required by any lender(s) of Landlord, or as are otherwise reasonably determined by Landlord.

(b) Tenant's Insurance. Tenant shall purchase at its own expense and maintain in force throughout the Term of this Lease, the following insurance protecting Landlord and otherwise covering the acts and operations of Tenant (collectively, "Tenant's Policies"):

(1) Commercial general liability insurance naming Tenant as insured, and Landlord and any mortgagee of which Tenant has been given notice as additional insureds, and insuring the parties so named on an occurrence basis against all claims and demands for death or any injury to persons or damage to property which may be claimed to have occurred on the Premises (or the Property, insofar as used by customers, employees, servants or invitees of the Tenant), in amounts which shall, at the beginning of the Term, be at least equal to *One Million Dollars* (\$1,000,000.00), and, which, from time to time during the Term, shall be for such higher limits, if any, as Landlord determines in its reasonable discretion.

(2) Insurance against loss or damage by fire, and such other risks and hazards as are insurable under then available standard forms of "special form" property insurance policies with extended coverage, insuring all of Tenant's Property, for the full insurable value thereof or replacement cost value thereof, having a deductible amount, if any, of not greater than \$25,000.00 per annum;

(3) During the performance of any Alterations and until completion thereof, builder's risk insurance on a "special form" basis and on a completed value form, for full replacement value covering the interests of Landlord and Tenant (and their respective contractors and subcontractors);

(4) Workers' compensation insurance, in amounts and with coverages as required by law; and

(5) Business interruption insurance in an amount of not less than twelve (12) months of the Rent payable under this Lease;

(c) All such policies shall be obtained from insurance companies with A.M. Best ratings of "A-" or better, Class VIII or larger, and with S&P ratings of "AA" or better. All such insurance companies shall be qualified to do business in and shall be in good standing with the Commonwealth of Massachusetts. Tenant agrees to furnish Landlord with certificates evidencing all such insurance prior to the beginning of the Term hereof and evidencing renewal thereof at least thirty (30) days prior to the expiration of any such policy. Each such policy shall be non-cancelable with respect to the interest of Landlord without at least thirty (30) days prior written notice thereto. Tenant's Policies, or at Landlord's option, a Certificate of Insurance on the so-called "ACORD" Form 27 evidencing Tenant's Policies, shall be delivered to Landlord by Tenant at or prior to the Commencement Date of this Lease, and renewals thereof shall be delivered at least ten (10) days prior to the expiration of any of Tenant's Policies. In the event provision for any such insurance is to be by a blanket insurance policy, the policy shall allocate a specific and sufficient amount of coverage to the Premises.

"Tenant's Property" shall mean all of Tenant's goods and merchandise, trade fixtures, machinery, communications equipment, furniture, signs, decorations, furnishings, wall coverings, floor coverings, draperies, office and other equipment, and all other items of personal property of Tenant located on or within the Premises.

(c) Waiver of Subrogation. Landlord and Tenant each hereby releases the other, its officers, directors, employees and agents, from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property covered by valid and collectible insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. However, this release shall be applicable and in force and effect only with respect to loss or damage if the releasor's insurance policy shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policy or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agrees that any fire and extended coverage insurance policies will include such a clause or endorsement as long as the same shall be obtainable without extra costs, or, if extra cost shall be charged herefor, so long as the other party pays such extra cost. If extra cost shall be chargeable therefor, each party shall advise the other and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

17. Fire, Casualty - Eminent Domain. If a substantial portion of the Premises or of the Property is damaged by fire or other casualty or is taken by eminent domain and such fire, casualty, or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of Rent shall be made, and Tenant may elect to terminate this Lease if (i) Landlord fails to give written notice within thirty (30) days of his intention to restore the Premises, or (ii) Landlord fails to restore the Premises to a condition substantially suitable for their intended use within one hundred eighty (180) days of said fire, casualty or taking.

18. Notice. Any notice from Landlord to Tenant relating to the Premises or to the occupancy thereof, shall be deemed duly served, if left at the Premises addressed to Tenant, or if mailed to the Premises, registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant. Any notice from Tenant to Landlord relating to the Premises or to the occupancy thereof, shall be deemed duly served, if mailed to Landlord by registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord at the address set forth in the Summary or such other address as Landlord may from time to time advise in writing.

19. Surrender. Tenant shall at the expiration or other termination of this Lease remove all Tenant's Property from the Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by Tenant, either inside or outside the Premises). Tenant shall deliver to Landlord the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises that Landlord elects to retain (any other alterations and additions being removed by Tenant in accordance with Section 12 hereof), in good condition, damage by fire or other casualty only excepted. In the event of Tenant's failure to remove any of Tenant's Property from the Premises, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the Tenant's Property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such Tenant's Property.

20. Brokerage. Landlord and Tenant warrant and represent to each other that no agent or broker was involved on their behalf in the negotiation or consummation of this Lease other than the Broker identified in the Summary, if any, whose commissions shall be paid by Landlord promptly after the Commencement Date of this Lease. Landlord and Tenant each agree to indemnify and hold harmless the other from any and all claims, brokerage commissions or fees arising out of any communications or negotiations between Landlord or Tenant, as the case may be, and any broker or agent regarding the Premises or consummation of this Lease other than that commission identified in this Section 20.

21. Option To Extend Term. Provided that this Lease is then in full force and effect and provided that Tenant is not then in default hereunder, Tenant shall have the option to extend the term of this lease for two (2) Extension Term(s) of five (5) years each, provided that Tenant shall give notice to Landlord of its exercise of said option not less than six (6) months prior to the expiration of the original or Extension Term, as the case may be. All of the terms and provisions of this Lease shall be applicable during the Extension Term(s) except that Tenant shall have no option to extend the term of the Lease beyond the Extension Term(s). The Basic Rent during each Extension Term shall be the then Fair Market Rental Rate, in no event less than the Basic Rent paid during the prior term.

22. Option To Extend On Tenancy-At-Will Basis. Provided that this Lease is then in full force and effect and provided that Tenant is not then in default hereunder, the parties may extend this Lease on a 30-day tenancy-at-will basis, upon all the terms, conditions and provisions of this Lease. If the parties elect to so extend the Term of this Lease, either party may thereafter terminate the tenancy-at-will, with or without cause, by thirty (30) days' written notice to the other party.

23. Parking. Tenant, its employees, agents and invitees shall be entitled to use, on a non-exclusive basis, parking spaces as determined by Landlord and municipal zoning requirements and further pursuant to Rules and Regulations reasonably adopted by Landlord.

24. Estoppel Certificates. Tenant agrees to execute and deliver to Landlord at the expense of Landlord, within five days of Landlord's request therefor, an estoppel certificate in the form requested by Landlord attesting to the status of Rent payments, Security Deposits held by Landlord, the continued effectiveness and enforceability of the Lease, and the absence of any defaults on the part of Landlord (or indicating the nature of any

defaults known to Tenant), and such other matters relating to this Lease or the Premises as Landlord may reasonably request.

25. Signage. Landlord shall include Tenant on all appropriate directories. Additionally, Landlord will provide Tenant with the right to maintain signage, at Tenant's expense, at the Property consistent with the Rules and Regulations adopted by Landlord. All signs must be approved in advance by Landlord, whose consent may not be unreasonably withheld, and Tenant agrees not to construct or employ any sign without such consent.

26. Authority. Landlord represents and warrants that it has full right, power and authority to enter into this Lease without the consent or approval of any other person. The signatory on behalf of Landlord represents and warrants that he has full right, power and authority to act for and on behalf of Landlord in entering into this Lease. Tenant represents and warrants that it has full right, power and authority to enter into this Lease without the consent or approval of any other person. The signatory on behalf of Tenant represents and warrants that he has full right, power and authority to act for and on behalf of Tenant in entering into this Lease.

27. Jurisdiction. Landlord and Tenant acknowledge and agree that this Lease is entered into under Massachusetts law, each party hereby consenting to the sole and exclusive jurisdiction of Massachusetts (or federal, if located in Massachusetts) courts to resolve any disputes by and between the parties.

28. Confidentiality. Landlord and Tenant agree that, aside from the fact of the lease, neither party shall release or cause or permit to be released any press notice or publicity or advertising promotion relating to, or otherwise announcing or disclosing, or causing or permitting to be announced or disclosed, the items, conditions, substance, or financial terms or conditions of this Lease without first obtaining the written consent of the other party, such consent not to be unreasonably withheld, conditioned, or delayed, excepting only as to financial terms and conditions and, in that event, then such consent may be withheld, conditioned or delayed by either party, in its sole discretion. The foregoing shall not preclude either party from disclosing such matters as are public record or from discussing the substance and/or details of the within Lease with their accountants, attorneys, consultants, partners, investors, or other advisors. Nothing herein is intended to or shall preclude disclosures required by applicable law.

29. Entire Agreement. This Lease constitutes the entire agreement by and between the parties. This Lease may not be modified and/or amended except in writing executed by all parties hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS HEREOF, Landlord and Tenant have executed this Lease as a signed instrument as of the date first written above.

Landlord:

Tenant:

By: _____
Name:

DRAFT