

## **COMMERCIAL LEASE AGREEMENT**

This Commercial Lease Agreement (hereinafter the "Lease") dated as of the \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between Andante, LLC, a Vermont limited liability company having a place of business in Stowe, Vermont (hereinafter "Landlord"), and \_\_\_\_\_, of Stowe, Vermont (hereinafter "Tenant").

### *WITNESSETH:*

A. Landlord owns a commercial building located at 1880 Mountain Road in the Town of Stowe, Vermont, being a part of the lands and premises acquired by Landlord by Warranty Deed of \_\_\_\_\_ dated \_\_\_\_\_, 2017 and recorded in Book \_\_\_\_ Pages \_\_\_\_ of the Stowe Land Records (the "Property"). The building on the land contains \_\_\_\_ apartments of the second floor, five commercial space on the first floor, and a basement. The premises that are the subject of this Lease is the commercial space on the first floor identified as Unit \_\_\_\_ containing \_\_\_\_\_ square feet, more or less, as well as basement storage space, stairwell, parking are, entryway, walkway, fixtures, and other facilities and services adjacent to the premises. The leased space and appurtenant facilities and areas are collectively referred to herein as the "Leased Premises"

B. Landlord has agreed to lease to Tenant and Tenant has agreed to lease from Landlord the Leased Premises, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sums to be paid and the covenants and conditions set forth herein, the sufficiency of which such consideration is hereby acknowledged, the parties hereto agree as follows:

Section 1. Demise, Description of Premises. Landlord does hereby demise, let, rent and lease to Tenant, and Tenant hereby hires and rents from Landlord, certain premises described as the Leased Premises for the term and rental payments and subject to the conditions set forth in this Lease. As recited hereinbefore, the Lease Premises consists of exclusive use of Unit \_\_\_\_ and non-exclusive use of certain areas and facilities by Tenant and Tenant's employees, patrons, invitees, suppliers, and other authorized users. The parking area contains \_\_\_\_ parking spaces which are used by Landlord's tenants and the public. Tenant shall have the right to utilize theses spaces, taking into account reasonable consideration for the other commercial and residential tenants adjacent to and above the Leased Premises. Certain areas and facilities are subject to the following:

1.1 Tenant shall have the right to install a sign, subject to the prior written approval of Landlord with respect to design, graphics, size, and color scheme of the signs and in conformance with Town of Stowe Bylaws governing signage.

1.2 Tenant shall not use in or about the Leased Premises, any advertising or promotional medium which obtrudes outside of the Leased Premises, including the following: flashing lights, search lights, loud speakers, phonographs, radios, and/or televisions, nor shall the Tenant solicit business in, upon, or about the common facilities.

If Tenant hosts a special event that may utilize any of the above on a temporary basis, Tenant shall first request Landlord's permission, which shall not be unreasonably withheld, so long as lighting and noise producing devices are not operating in a manner that is disruptive of other tenants on the Property.

## Section 2. Term of Lease.

2.1 Said Leased Premises are hereby leased to Tenant, subject to all of the terms \_\_\_\_\_, 201\_\_ and ending \_\_\_\_\_, 201\_\_. This Lease shall commence and be in effect on the Commencement Date notwithstanding the signing of this Lease by the parties at an earlier or later date. Notwithstanding the foregoing, this Lease shall not commence and Tenant shall not acquire any rights hereunder until the first month's rent and security deposit have both been paid.

2.2 Tenant shall have the right and option to extend the term of this Lease for a term of \_\_\_\_\_ ( ) years unless and until the terms of this Lease shall be sooner terminated pursuant hereto, and subject to terms and conditions set forth herein. Tenant shall provide Landlord written notice of his/her/its intention to exercise this option no later than three (3) months prior to the expiration of the final year of the initial Term of this Lease or the final year of the then-current extension of the initial Term of this Lease.

## Section 3. Rent.

3.1 Base Rent. Tenant agrees to pay to Landlord for and during the initial Term of this Lease the following amounts of rent in lawful money of the United States \_\_\_\_\_ and \_\_\_\_\_ no/100 DOLLARS (\$ \_\_\_\_\_) payable in advance on the first day of each month, commencing \_\_\_\_\_, 201\_\_ and ending \_\_\_\_\_, 20\_\_\_. The rent shall be adjusted annually thereafter as of the anniversary date hereof, in accordance with the increase in the Consumer Price Index reported immediately prior to the end of each year or the initial Term or renewal Terms. In the event that the foregoing calculation results in a decrease in rent, rent shall remain the same until the next successive calculation. "Consumer Price Index" is defined to be the "Consumer Price Index- All Urban Consumers- Northeast Region- Population Size Class (50,000-500,000), All Items, (1982-1984 equals 100)" published by the Bureau of Labor Statistics, United States Department of Labor. In the event that the Department of Labor ceases to publish the afore-referenced Consumer Price Index during the Term of this Lease, including renewal Terms, Landlord and Tenant shall select a replacement index that is comparable to the afore-stated Index. At the conclusion of the initial Term and any renewal Terms, the base rent for the start of the new Terms shall be agreed between Landlord and Tenant.

3.2 Charges and Payments in Addition to Base Rent Payments. In addition to the Base Rent payment, Tenant shall pay a portion of the costs, expenses, charges, and obligations which are required to be paid by Tenant shall include, but not be limited to, the following:

- a. Town of Stowe real taxes and personal property taxes, if any;

- b. Repairs, maintenance, and upkeep of the Property;
- c. All charges and assessments for garbage removal, snowplowing, and other utility services;
- d. All grounds maintenance costs and expenses, including landscaping; and
- e. All premiums for fire, public liability, accidents, damage, extended coverage, dram shop, and other types of insurance sufficient to provide adequate coverage of the Property Premises and any liability of Landlord and Tenant in connection therewith. All such insurance shall be carried for the mutual benefit of the Landlord and Tenant, with regard to their respective interests in and to the Leased Premises.

The portion that Tenant shall be responsible for is \_\_\_\_\_ percent (\_\_\_\_%) as set forth on Exhibit A hereto of the total of such costs and expenses as set forth on Exhibit A hereto which shall be added to the monthly Base Rent.

3.3 Total Rent, Manner of Payment, Late Payment Charge. The total rent payment due under this Lease shall be the aggregate base monthly rent payment, together with such additional rent as is set forth above. Each monthly installment shall be paid, without deduction, setoff, prior notice, or demand, in advance on the first day of each month and shall continue thereafter on the first day of each month in consecutive monthly payments throughout the Term of this Lease except as otherwise provided herein. Each payment shall be made payable to Landlord at P.O. Box 3040, Stowe, VT 05672-3040, or at such other location as Landlord may designate in writing. In the event any monthly installment is not paid to Landlord within ten (10) calendar days of its due date, Tenant shall pay to Landlord a late charge equal to 12 percent of the late payment, unless delivery is due to circumstances beyond Tenant's control, such as postal delivery delays. Any forbearance by Landlord in collecting the late payment charge for an overdue monthly installment shall not constitute a waiver of any subsequent late payment charges to which Landlord is entitled hereunder.

Section 4. Security/ Damage Deposit. In addition to the Rent as set forth above, Tenant shall deposit with Landlord a total of \$\_\_\_\_\_ which shall be considered a security and damage deposit under this Lease. If Tenant faithfully performs all the obligations hereunder, the security deposit shall be returned to Tenant at the end of the Term or any renewals thereof. If Tenant fails to perform the obligations hereunder, then said deposit may be kept by Landlord. Any sums for the repair of damage to the Leased Premises caused by Tenant, normal wear and tear excepted, or for unpaid rent, utility charges, cleaning charges, removal of abandoned property, or other expenses upon vacating the Leased Premises, shall be deducted from the deposit. Landlord shall give Tenant an accounting of any deductions from the deposit within 15 days following the end of the Term, or any extensions thereof.

Section 5. Use of the Property. Tenant's use of the Leased Premises and appurtenant areas shall be subject to the following conditions and restrictions, all of which are essential provisions in this Lease to ensure that the Leased Premises is utilized

as first-rate commercial space.

5.1 Specific Use of the Leased Premises. The Leased Premises will be used and occupied solely for the purpose of \_\_\_\_\_. No other, different or additional use of the Leased Premises shall be permitted except with the prior written consent of Landlord, which consent shall not be unreasonably withheld. At no time will the Leased Premises be used for offensive, unsafe, illegal, immoral purposes.

5.2 Conditions and Restrictions Applicable to Appurtenant Areas. Tenant at Tenant's sole cost and expense keep and maintain the Leased Premises in a good, clean and orderly condition, free of clutter, storage items, trash, rubbish, and other materials, excepting all recycling and compost bins which are located on the Property and are for Tenant's sole use (and expense). Tenant's access to these bins shall be kept clear. Tenant shall arrange for the prompt removal of trash and rubbish; clean and maintain all windows, doors, and leasehold improvements; and regularly upkeep and maintain the floors, walls, and ceiling surfaces. There shall be no smoking allowed within the Leased Premises or at any location visible to the general public. The location of any designated staff smoking area must be approved in writing by Landlord. The exterior of the Property and the common areas shall be kept free of impediments or obstructions by vehicles of Tenant or Tenant's employees, clients, customers, suppliers, couriers, or other authorized users.

Landlord shall be responsible for the maintenance, upkeep, repair, and replacement of all structural improvements, the exterior of the building on the Property, and the mechanical systems serving the Property.

5.3 General Compliance with Laws and Regulations. Tenant shall at all times comply with all statutes, rules, regulations, laws, ordinances, and other legal requirements governing or applicable to the use and condition of the Leased Premises. Tenant's use of the Lease Premises and appurtenant areas shall in no way diminish the use and enjoyment of the Property by Landlord and its agents and invitees and other tenants, lessees, and occupants thereof. If Tenant's use of the Leased Premises necessitates application for the zoning or planning approval or compliance with other municipal or State regulations, or installation of additional or new fixtures, systems or improvements at any time during the term of this Lease, Tenant will prosecute and bear all costs of such applications, installation, construction, replacement and/or changes necessary to obtain compliance and approval. In no event shall Tenant store on the premises or discharge into the environment, or permit to be stored or discharged, any hazardous materials or hazardous waste, as those terms are defined by state and federal law, except those, if any, used in the ordinary course of business and in accordance with state and federal law.

## Section 6. Common Areas.

6.1 Common Areas. In addition to the Leased Premises, Landlord shall make available to Tenant such common areas on and adjacent to the Leased Premises and elsewhere on the Property as Landlord shall, from time to time, deem to be appropriate for the Property and Landlord shall operate and maintain the common areas for their intended purposes. Tenant shall have the non-exclusive right during the Term, as

extended, to use, for their intended purposes the common areas for him/her/itself, its employees, agents, customers, and invitees, subject to the right at any time and from time to time to change the size and/or location and/or elevation and/or nature of the common areas or any part thereof, including without limitation to right to locate thereon structures of any type. All common areas shall be subject to the exclusive control and management of Landlord. Landlord shall have the right, at any time and from time to time to establish, modify, amend, and enforce uniform rules and regulations with respect to the common areas and the use thereof. Tenant agrees to abide by and conform with such rules and regulations upon notice thereof, to cause its business agents, invitees, licensees, employees, and agents, to so abide and conform. Landlord reserves the right from time to time to utilize the portions of the common areas for such activities as in Landlord's judgment would promote the business activities of the Property to the general public.

6.2 Maintenance of Common Areas. Landlord shall maintain or cause to be maintained the said common areas in a neat, clean, orderly, and operable condition and properly lighted but all expenses in connection therewith shall be prorated and charged in the manner herein set forth. The term "expenses" shall be construed to include, but not be limited to, all sums expended or incurred by Landlord in connection with said common areas for all general maintenance repairs, resurfacing, painting, restriping, cleaning, sweeping, and providing janitorial services, maintenance and repair of sidewalks, curbs, signs, plantings, and landscaping; providing lighting and other utilities, directional signs and other markers and bumpers; the operation, maintenance, and repair of any fire protection (including sprinkler) systems, lighting systems, storm drainage systems, and other utility systems; the cost of all personnel to implement such services; any and all real estate and personal property taxes and assessments on the land, buildings, and improvements comprising the Property, as well as any governmental imposition or surcharge imposed on Landlord or assessed against any portion of the Property; the costs and expenses, if any, of providing and maintaining any security alarm system for the benefit of the tenants on the Property, including the Tenant; depreciation of any machinery and equipment used in the maintenance and operation of the common areas (if owned) and/or the rental paid for such machinery and equipment; premiums for insurance coverage for the Property under such policies with such companies and in such limits as Landlord may in its judgment determine or select (including but not limited to fire insurance with extended coverage, liability insurance covering personal injury, death, and property damage with a personal injury endorsement covering false arrest, detention or imprisonment, malicious prosecution, libel and slander, and wrongful entry or eviction, workmen's compensation insurance, rent insurance, contractual liability insurance, and fidelity bonds), the cost of snow, ice, rubbish, and debris from the Property, as well as the cost of inspecting the same and regulating traffic thereon.

6.3 Common Area Fees. In consideration of Landlord's agreement to operate and maintain the common areas, Tenant covenants and agrees to pay a proportionate share of the expenses advanced or incurred by Landlord therefore in each calendar year during the Term of this Lease, as it may be extended from time to time. While Tenant's proportionate share of such expenses shall be the percentage, as set forth on Exhibit A hereto, of the total of all expenses advanced or incurred in each calendar year, Landlord shall annually estimate the total cost of such expenses based on experience and reasonably anticipated expenses therefor, and Tenant shall pay to Landlord on the first

day of each month, together with its monthly installment of Base Rent due hereunder, and amount equal to 1/12<sup>th</sup> of its proportionate share thereof. As soon as practicable following the close of each calendar year, Landlord shall submit to Tenant a statement indicating the actual amount of the expenses advanced and/or incurred by Landlord in performing its obligations hereunder for the immediately preceding calendar year, the actual amount of Tenant's proportionate share thereof, the amount of Landlord's estimate thereof for such preceding calendar year, and the amount of the resulting balance due thereon or overpayment thereof, as the case may be. Appropriate adjustment shall thereupon be made between the parties, on demand, on the basis of such statement. Each statement shall be binding upon Tenant, its successors and assigns, as to the matters set forth therein, if no objection is raised with respect thereto within ninety (90) days after submission of the statement to Tenant. Tenant covenants and agrees that if this Lease is terminated by reason of default on Tenant's part, or Tenant fails to take possession of the Leased Premises, or vacates the Leased Premises prior to the expiration of the Term, as extended, Tenant shall remain liable to pay Tenant's proportionate share of such expenses. Tenant agrees that this is not to be construed as a penalty but rather as a portion of the proper measure of Landlord's damages in the event of a breach of this Lease by Tenant as aforesaid, and that Tenant shall be liable therefore only for such period or periods of time during the Term that the Leased Premises remain vacant. Capital improvements other than those described, such as new roof, new siding, new parking area, or building additions, shall be the responsibility of Landlord.

#### Section 7. Taxes, Insurance and Utilities.

7.1 Taxes and Utilities. Tenant shall, during the term of this Lease, pay and discharge punctually, as and when the same shall become due and payable, all operating taxes, special and general assessments, water rents, rates and charges and sewer rents incurred in connection with Tenant's use or occupancy of the Leased Premises (hereinafter referred to as "Taxes"), and each and every installment thereof which shall or may during the Term of this Lease become due and payable, and all charges for heat, gas, hot water, electricity, light and power, telephone, cable, satellite and other communication connections, equipment and paraphernalia, and other service or services, furnished to the Leased Premises at Tenant's request during the Term of this Lease (hereinafter referred to as "Utility Expenses").

7.2 Insurance. Tenant covenants and agrees that Tenant will procure and maintain at all times at Tenant's sole expense insurance in such amounts and with such coverage as is necessary or advisable to protect against loss arising from damages, hazards, and liabilities pertaining to or resulting from Tenant's use and occupancy of the Leased Premises. Such insurance shall include, but not be limited to, fire and casualty coverage for all leasehold improvements; comprehensive general public liability insurance to cover any and all liabilities for bodily injury or death to any person or persons, and damage or destruction of property; and such other liability and damage insurance in such amounts as are necessary or advisable to the full reasonable satisfaction of Landlord, for incidents, events, or omissions occurring on the Leased Premises or in connection with the use of related facilities and areas appurtenant thereto. The amount of such insurance coverage shall be a minimum of \$ \_\_\_\_\_. Tenant shall

provide Landlord with copies of all insurance policies. Landlord shall be named as a named insured on all policies.

7.3 Risk of Loss. Tenant agrees that all personal property, fixtures, equipment, machinery, and other items brought into or installed in the Leased Premises shall be the sole risk of Tenant with regard to any theft, damage, destruction, vandalism, or other loss thereof.

Section 8. Alterations. Tenant shall not make or permit to be made any alterations, additions, changes or improvements in or to the Premises or any part thereof without first obtaining the written consent of Landlord (which consent Landlord agrees not to unreasonably withhold provided Tenant has fully complied with each and every one of the terms, covenants and conditions in this Agreement and, with respect to such alterations, additions, changes or improvements).

8.1 Before requesting Landlord's consent, Tenant shall submit to Landlord two copies of the plans and specifications of such proposed alterations, changes, additions or improvements, one of which, may be retained by the Landlord.

8.2 Landlord and its agents and employees, shall have the right to enter upon the Premises in a reasonable manner and at all reasonable times during the course of any such alterations, additions, changes or improvements for the purpose of inspection and determining whether such work conforms to the approved plans and specifications and with the agreements herein contained.

8.3 Throughout the Term of this Lease and any renewal hereof, Tenant, at its own cost and expense, will cause any and all mechanics' liens and perfections of the same which may be filed against the premises of labor or materials furnished to Tenant's request, to be paid and satisfied or record within sixty (60) days after Landlord sends to Tenant written notice of the filing of any notice thereof against the Property or Landlord, or will use its best efforts to have such lien discharged by an order of a court of competent jurisdiction within such sixty (60) day period.

8.4 Tenant also covenants and agrees that any alterations, improvements or other work once begun will be prosecuted with reasonable diligence to completion and, subject to the provisions of this Section 8, be paid for by Tenant, free and clear of liens or encumbrances against the Property or the Landlord, and will be performed in all respects in accordance with law.

Section 9. No Waiver. The failure of Landlord to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions and agreements of this Lease, or to exercise any option herein conferred, shall not be considered as waiving or relinquishing for the future any such terms, covenants or conditions, agreements or options, but the same shall continue and shall remain in full force and effect.

Section 10. Landlord's Right of Access. Landlord and Landlord's agents shall have the right to enter the Leased Premises in a reasonable manner and at all reasonable

times to examine the same, and to show them to prospective purchasers, mortgagees, or lessees. Notwithstanding the foregoing, in the event of an emergency, Landlord and Landlord's agents shall have the right to immediate access at any time and without notice.

Section 11. Condition of Premises. Tenant has been afforded full opportunity to examine and inspect the Leased Premises, and hereby acknowledges and agrees that Tenant is leasing the Leased Premises in an "as is" condition, and that Landlord has made no promises or representations that said Leased Premises shall be renovated, repaired or improved in any manner prior to or after the execution of this Lease.

Section 12. Care of Premises. Tenant shall be responsible for all upkeep, maintenance, repairs, and replacement of the Leased Premises or any component thereof, including but not limited to structural components and all heating, plumbing, electrical and other systems and equipment located in or upon the Leased Premises.

Section 13. Assignment, Subletting. Without the prior written consent of Landlord (which consent the Landlord shall not unreasonably withhold or delay), neither Tenant, nor Tenant's legal representatives or successors in interest shall assign or mortgage this Lease, by operation of law or otherwise, or sublet the whole or any part of the Leased Premises. In this regard, any sale or transfer of fifty percent (50%) or more of the ownership interest in the business of Tenant shall constitute a transfer or assignment of this Lease, the consent to which Landlord shall not unreasonably withhold or delay. Any consent by Landlord to any act of assignment or subletting shall be held to apply only to the specific transaction thereby authorized.

Section 14. Casualty Insurance. Tenant, at its sole cost, shall maintain policies of fire insurance and standard extended coverage with insurance companies. The policies of insurance shall name both Landlord and Tenant as co-insureds.

Section 15. Casualty Loss. If, at any time during the term hereof, the Leased Premises or any part thereof shall be damaged or destroyed by fire or other occurrence (including any occurrence for which insurance coverage was not obtained or obtainable) of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, Landlord, at its option and no later than One Hundred Twenty (120) days from such fire or other occurrence, may terminate this Lease and the parties shall proceed as provided in Section 24. Tenant shall be entitled to an abatement, allowance, reduction or suspension of rent if part or all of the Leased Premises shall be untenable owing to the partial or total destruction thereof.

Section 16. Condemnation or Eminent Domain. If, at any time during the term of this Lease, title to a substantial portion of the Leased Premises (meaning hereby so much as shall render the remaining portion substantially unusable by Tenant for the purposes set forth in Section 5) shall be taken by exercise of the right of condemnation or eminent domain or by agreement between Landlord and those authorized to exercise such right (all such proceedings being collectively referred to as a "taking in condemnation"), this Lease shall terminate and expire on the date of such taking and the rent shall be apportioned and paid to the date of the award.



That portion of the award attributable solely to Landlord shall belong solely to Landlord. That portion of the award attributable solely to Tenant shall belong solely to Tenant.

If title to less than a substantial portion of the Leased Premises, as defined above, is taken in condemnation, so that the business of Tenant may continue in full force and effect. In the event of such partial condemnation, rent shall be abated on a prorated basis based upon the number of square feet being rendered unusable to Tenant. Any award from the partial condemnation attributable solely to the Landlord shall belong solely to Landlord and any award for partial condemnation attributable solely to Tenant shall belong solely to Tenant.

Section 17. Personal Property. Tenant shall be solely responsible for all personal property (including inventory) placed upon the Leased Premises by Tenant during the term of this Lease, which responsibility shall include by way of illustration and not by way of limitation, payment of all taxes and fees assessed against the personal property and insurance for all personal property. Further, at the expiration or earlier termination of this Lease, Tenant shall remove all said personal property from the Leased Premises exercising due care not to damage the Leased Premises such removal. Tenant shall repair any and all damage done to the Leased Premises by the removal of said personal property. All other improvements made to the Leased Premises by Tenant shall remain the property of Tenant and may be removed by Tenant at the expiration of this Lease.

Section 18. Tenant to Indemnify; Liability Insurance.

18.1 Indemnification. Tenant shall and will indemnify and save harmless Landlord from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of every kind and nature suffered or incurred as a result of any breach by Tenant, its agents and employees, of any covenant or condition of this Lease, or as a result of Tenant's use or occupancy of the Leased Premises, or the carelessness, negligence or improper conduct of Tenant, its agents or employees, provided, however, that it is understood and agreed that the obligation of Tenant hereunder shall not extend to the actions of Landlord, its agents or representatives.

18.2 Insurance. Tenant shall maintain, at its sole cost, liability insurance with an insurance company acceptable to Landlord and under a policy naming Landlord as an additional insured, in an amount not less than \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for personal injuries, each occurrence, and \_\_\_\_\_ Dollars (\$\_\_\_\_\_) property damage, each occurrence.

Section 19. Default. The following events or conditions shall constitute a default by Tenant under this Lease, the occurrence of any one or more of which shall entitle Landlord to pursue and exercise any or all of Landlord's rights and remedies provided herein or otherwise allowed by law:

a. Failure by Tenant to make due and punctual payment of rent or other rental charges and payments, or any part thereof, when and as the same shall become due and payable, and such default shall continue for a period of fifteen (15) days and for an additional forty-eight (48) hours after written notice from Landlord that such rent has not been paid within said fifteen (15) days' grace period; or

b. Failure by Tenant to materially perform or comply with any of the agreements, terms, covenants or conditions in the Lease provided, other than those referred to in the foregoing subparagraph (a) of this Section 19, for a period of twenty (20) days after notice of the Landlord to Tenant specifying the items in default, or in the case of a default or contingency which cannot with due diligence be cured within said twenty (20) day period, if Tenant fails to commence within said twenty (20) day period the steps necessary to cure the same and thereafter to prosecute the curing of such default with due diligence (it being understood that the time of Tenant within which to cure shall be extended for such period as may be necessary to complete the same with all due diligence);

c. Institution by Tenant of any action or proceeding under the laws of the United States or of any state governing bankruptcy or insolvency, or if Tenant shall be adjudicated a bankrupt or insolvent, or if there shall be appointed a receiver or trustee of all or substantially all of the property of the Tenant or if Tenant shall make any assignment for the benefit of Tenant's creditors, or if Tenant files any action seeking relief by means of liquidation, dissolution, reorganization, or otherwise, and if any such actions or proceedings are not dismissed, stayed, or disposed of to Landlord's satisfaction, or if Tenant shall vacate the Leased Premises, and any such condition shall continue for a period of twenty (20) days after notice from Landlord specifying the matter involved; or then in any such event, Landlord at any time thereafter, that this Lease and the term hereby demised shall expire and terminate on the date specified in such notice, and upon the date so specified, and all rights of Tenant under this Lease shall expire and terminate.

Upon any termination of this Lease as above-stated, Tenant shall immediately vacate the Leased Premises and surrender the same to Landlord, including obligations as set forth in Section 24. In the event Tenant fails to so vacate and surrender the Leased Premises, Tenant shall pay all costs reasonably incurred by Landlord in requiring Tenant to vacate, including reasonable attorneys' fees.

Section 20. Effect of Default. In the event of any default by Tenant, as set forth in Section 19, the rights of Landlord shall be as follows:

20.1 Termination of Lease. Landlord shall have the right to cancel and terminate this Lease, as well as all of the right, title, and interest of Tenant hereunder, by giving Tenant not less than ten (10) days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this Lease and the right, title, and interest of Tenant hereunder, shall terminate in the same manner and with the same force and effect, except as to Landlord's liability, as of the date fixed in the notice of cancellation and termination were the end of the Term originally determined.

b. Right of Re-entry. Landlord may elect, but shall not be obligated, to make any payment required by Tenant herein or comply with any agreement, term, or condition required hereby to be performed by Tenant. Landlord shall have the right to enter the Leased Premises for the purposes of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Landlord shall not be deemed to waive or release the default of Tenant or the right of Landlord to take action as may be otherwise permissible hereunder in the event of default.

c. Right to Remove Property. Landlord may re-enter the Leased Premises immediately and remove the property and personnel of Tenant, and store the property in a safe and secure location at a place selected by Landlord, at Tenant's expense. After re-entry, Landlord may terminate this Lease on giving ten (10) days written notice of termination to Tenant. Without notice, re-entry will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the default or breach, including the cost of recovering the Leased Premises, and the worth of the balance of this Lease over the reasonable rental value of the Leased Premises for the remainder of the Term, which sum shall be immediately due to Landlord from Tenant.

d. Right to Re-let. After re-entry, Landlord may re-let the Leased Premises at the rent and upon any terms and conditions as Landlord may choose. Landlord may make alterations and repairs to the Leased Premises. In addition to Tenant's liability to Landlord for the default or breach, Tenant shall be liable for all expenses associated with re-letting, for alterations and repairs made, and for the difference between the rents received by Landlord under the new lease and the rent installments that are due for the same period hereunder. Landlord shall have the right, but not the obligation, to apply the rent received from re-letting the Leased Premises to reduce the indebtedness of Tenant to Landlord under this Lease, not including the indebtedness for rent, to expenses of the re-letting and alterations and repairs made, to rent due under this Lease, or to future payments of rent under this Lease as it comes due. If the new tenant does not pay a rent installment promptly to Landlord, and the rent installment has been credited in advance of payment to the indebtedness of Tenant other than rent, or if rentals provided for herein and during any rent installment period are less than the rent payable for the corresponding period under this Lease, Tenant shall pay Landlord the deficiency, separately for each rent installment deficiency period, and before the end of the period. Landlord may at any time after re-letting terminate this Lease for the default or breach on which Landlord had based the re-entry and subsequent re-let of the Leased Premises.

e. Right to Collect. After re-entry, Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of Tenant, and, if necessary to collect the rents and profits. The receiver may carry on Tenant's business, including inventory, trade fixtures, and furnishings, and use them in the business without compensating Tenant. Proceedings for appointment of a receiver by Landlord, or the appointment of a receiver and the conduct of Tenant's business by the receiver, shall not terminate and forfeit this Lease unless Landlord has given written notice of termination to Tenant as provided herein.

Section 21. Landlord's Remedies.

a. In the event of a breach or a threatened breach by Tenant of any of the terms or conditions of this Lease, Landlord shall have the right of injunction to restrain Tenant and the right to invoke any remedy allowed by law or in equity, as if the specific remedies of indemnity or reimbursement were not provided herein.

b. The rights and remedies given to Landlord in this Lease are distinct, separate, and cumulative, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion or any of the others herein by law or in equity provided.

c. In all cases hereunder, and in any suit, action, or proceeding of any kind between the parties it shall be presumptive evidence of the fact of the existence of a charge being due if Landlord shall produce a bill, notice, or certificate of any public official entitled to give that notice to the effect that such charge appears of record on the books of the Landlord and has not been paid.

d. No receipt of money by Landlord from Tenant after default or cancellation of this Lease in any lawful manner shall (i) reinstate, continue, or extend the term or affect of any notice given to tenant; or (ii) operate as a waiver of the right of Landlord to recover possession of the Leased Premises by proper suit, action, proceeding, or other remedy. After service of notice of termination and forfeiture as herein provided and the expiration of the time specified therein; the commencement of any suit, action, proceeding, or other remedy; or final order or judgment for possession of the Leased Premises, Landlord may demand, receive, and collect monies due, without in any manner affecting such notice, order, or judgment. Any and all such monies so collected shall be deemed to be payment on account of the use and occupation of the Leased Premises or at the election of Landlord, on account of the liability of Tenant hereunder.

Section 22. Landlord's Covenants. Landlord warrants that it has good right and marketable title to the Leased Premises free and clear of all encumbrances, and the right to lease said Leased Premises in manner aforesaid; and that Landlord will suffer and permit Tenant so long as the said Leased Premises during the term aforesaid, without hindrance or molestation from Landlord or any person claiming by, from or under Landlord.

Section 23. Quiet Enjoyment. Landlord covenants that the said Tenant, on paying all rent required to be paid by Tenant, and performing the other covenants and undertakings by Tenant to be performed, shall and may peaceably have and enjoy said Leased Premises for the Term aforesaid in accordance with the terms of this Lease.

Section 24. Removal and Surrender. Tenant will, at the expiration or earlier termination of this Lease, peaceably surrender the Leased Premises and all improvements thereon, other than those removed by Tenant.

Section 25. Past Due Rent and Additional Rent. If Tenant shall fail to pay, when the same is due and payable, any rent due hereunder, such unpaid amounts shall bear

interest from the due date thereof to the date of payment at the rate of 18% per annum (1.5% per month) on the unpaid overdue amount.

Section 26. Waste or Nuisance. Tenant shall not commit or suffer to be committed any waste upon the Leased Premises or any act which shall constitute a public or private nuisance.

Section 27. Holding Over. Any holding over after the expiration of the Term hereof, as it may be extended, and one month thereafter shall be construed to be a tenancy from month to month at the rent prevailing immediately prior to such holding over (prorated on a daily basis) and shall be on the terms and conditions herein specified, so far as applicable.

Section 28. Successors and Assigns. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective successors and assigns of the said parties subject to the covenants and provisions set forth in this Lease; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenant, and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in Section 13 hereof.

Section 29. Entire Agreement, Applicable Law. This Lease with any exhibits and riders attached hereto contains the entire agreement of the parties and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect, unless the same are in writing and signed by or on behalf of the party to be charged. The captions or particular sections are inserted as a matter of convenience only and in no way affect or define the scope or intent of this Lease or any provision thereof. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Vermont.

Section 30. Short Form of Lease. The parties expressly agree that a short-form notice or a memorandum of Lease may be executed by both parties and may be recorded in the Stowe Land Records.

Section 31. Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be invalid and be enforced to the fullest extent permitted by law.

Section 32. Waiver of Rule of Construction. The parties waive the benefit of any rule that this Agreement is to be construed strictly against one party or the other by virtue of the circumstances of the drafting of this Agreement.

Section 33. Notices. Any notices to be given pursuant to this Lease shall be sufficient if given by a writing deposited in the United States mails, certified mail or registered mail, postage prepaid, and addressed as follows:

Landlord:

Andante, LLC, c/o Judy Sgantas  
P.O. Box 3049  
Stowe, VT 05672

Tenant:

Stowe, VT 05672

or to such other person or address as the party entitled to notice shall have specified by written notice to the other party given in accordance with the provisions of this Section 30.

IN WITNESS WHEREOF, the parties have executed this Lease, in duplicate originals, as of the date first above written.

IN THE PRESENCE OF:

LANDLORD  
Andante, LLC

\_\_\_\_\_  
witness signature

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
witness signature

STATE OF VERMONT  
COUNTY OF LAMOILLE, SS.

At Stowe, in said County, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, appeared \_\_\_\_\_, personally and as duly authorized agent of Andante, LLC, and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of Andante, LLC

Before me, \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF VERMONT  
COUNTY OF LAMOILLE, SS.

At Stowe, in said County, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, appeared \_\_\_\_\_, personally and as duly authorized agent of \_\_\_\_\_, and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of \_\_\_\_\_.

Before me, \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**SCHEDULE OF SQUARE FOOTAGE AND  
ALLOCATED COMMON INTEREST**

Unit No.	Square Footage	Percentage Share of Common Expenses	Allocated Share of Common Expense	
<u>1</u>			\$	
<u>2</u>			\$	
<u>3</u>			\$	
<u>4</u>			\$	
<u>5</u>			\$	
<u>6</u>			\$	
		100 percent		