THIS LEASE is made as of the th day of , 20 by and between Grandonico Properties LLC of Amherst, , Massachusetts, (hereinafter referred to as the “LESSOR”) , and ( hereinafter referred to as the “LESSEE”.)

1. PREMISES: The LESSOR hereby leases to the LESSEE and the LESSEE leases from the LESSOR a portion of the premises located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Amherst, Hampshire County, Massachusetts, to wit: approximately XXXX square feet of space on the first floor the building.

2. TERM: The term of this LEASE shall be for XXXX ( ) years ( ) month commencing on XXXXXXXXX.

1. OPTION TO EXTEND: Upon written notice to LESSOR at least six (6) months prior to the end of the original LEASE Term, LESSEE shall have the option [or LESSOR and LESSEE may agree in writing] to extend this LEASE for an additional XXX year term with rent payments adjusted as follows during the extension period:

3. RENT: LESSEE agrees to pay LESSOR, without diminution, deduction or set-off, rent for the Premises in the sum of $XXXXXXX ( dollars) ) for the period of xxxx through xxxxx. If the commencement date of the rent is on a day other than the first day of the month, then the first month’s rent shall be prorated for the proportionate fraction of the whole month.

For the period of XXXXXXXXXXXXXXXXXXXXXX rent shall be in the sum of $XXXXXXXXXXXXXXXXX ( ) payable in equal monthly installment of $XXXXXXXXX on the first day of every calendar month.

LESSEE shall also be responsible for all such other payments as delineated under this LEASE, as rent, on the first of each month, unless the LEASE section identifying that obligation states a different payment schedule.

If the rent specified above is to change or if the term of this LEASE is extended or renewed, then the change in rent shall be attached to this LEASE as an appendix and signed by LESSOR and LESSEE. See APPENDIX A

4. A. FIRST MONTHS RENT: A first month’s rent in the amount ofXXXXXXXis due from the LESSEE on signing of the lease.

4. B. LAST MONTH’S RENT: A last month’s rent in the amount of

XXXXXXXXXXX is due from the LESSEE upon signing of lease.

4.C. SECURITY DEPOSIT: A security deposit in the amount of XXXXXXXXX is due from the LESSEE upon signing of lease Security Deposit shall be retained by LESSOR against any default in rent payment, damages or other costs incurred by LESSOR as a result of acts or omissions by LESSEE. Said Security Deposit may be retained in any manner or place by LESSOR.

5. UTILITIES:

A. All applications and connections for necessary utility service for and on the demised premises shall be made in the name of the LESSEE only, and LESSEE shall be solely liable for all charges thereto as they become due, including but not limited to sewer, water, gas, electricity, and telephone services.

6. USE OF LEASED PREMISES:

A. LESSEE shall use the leased premises for a XXXXXXXXXXX. The LESSEE agrees to maintain minimum hours of business from \_\_\_\_until \_\_\_\_\_ each business day . LESSEE hereby specifically acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy, offensive or contrary to any law or municipal by-law or ordinance in Amherst, Massachusetts.

B. No amusement machines of any kind are allowed without the written consent of the LESSOR. No live entertainment of any kind without the written consent of LESSOR.

C. Music is allowed; however, if any complaints are received about the volume of the machine, then the machine will have to be removed within one (1) week of written notice by the LESSOR.

7. MAINTENANCE OF PREMISES:

A. The LESSEE shall be responsible for and agrees to maintain the leased premises in the same condition as they are at the commencement of the term hereof, or as they may be put in during the said term, reasonable wear and tear, damage by fire and other casualty only excepted and whenever necessary, to replace glass therein, acknowledging that the leased premises are now or shall be placed in good order by the LESSEE at the LESSEE’S expense and the glass whole. This maintenance shall include snow and ice removal from sidewalks and doorways in front of the leased premises and the keeping of the area within the demised premises and surrounding the demised premises clean and free of all debris, rubbish, paper etc. The LESSEE shall not permit the leased premises to be overloaded, damage, stripped or defaced nor suffer any waste. LESSEE shall obtain written consent of LESSOR and the Town of Amherst, when necessary, before erecting any sign on the premises and shall obtain the written consent of the LESSOR before placing posters or bulletin boards in the windows. The LESSEE further agrees to wash the front windows at least once a week. LESSEE agrees to have the hood and ventilation system cleaned four times per year and to have the ansel system inspected at least twice per year.

The LESSEE agrees to keep the premises in a clean condition. The LESSOR shall have the right to terminate this LEASE forthwith if the LESSEE shall receive a Board of Health violation notice, which is not rectified to the satisfaction of the Town of Amherst Board of Health within two weeks of the LESSEE’S receipt of said notice. The LESSOR shall also have the right to terminate this LEASE in the event that the LESSEE shall receive more than two violation notices from the Town of Amherst Board of Health during the term of this LEASE.

B. TRASH REMOVAL: LESSEE agrees to use LESSOR’s container located on the east side of the building located at 17 Kellogg Ave. while available for a fee of $XXXXXX per month, made payable to XXXXXXXX. If the container becomes unavailable, LESSEE understands that he will be responsible for providing his own trash removal. LESSEE understands that no trash of any kind is to be left outside the container. LESSOR will issue one written warning if we find trash determined to be from XXXXXXX outside of the container, however the second time will constitute a cancellation of our agreement and LESSEE will have to find alternative methods for trash and rubbish removal. If after the original term of LEASE has ended and trash disposal rates have increased the trash disposal rate may be adjusted to reflect such an increase.

C. The LESSEE agrees to provide an extermination service to service the demised premises at least bi-monthly.

D. LESSEE agrees to purchase and install a fire extinguisher.

8. REPAIRS:

A. LESSEE shall be responsible for all restoration, renovations and repairs of the demised premises including new wiring, plumbing, heating, air conditioning, windows, parking areas, landscaping, floors, ceilings, sidewalks, walkways, carpentry and all related interior/exterior work, all at their own cost and expense. Prior to commencing any work, LESSEE shall obtain LESSOR’s prior written approval unless in an emergency situation where a time delay would cause more damage. It is agreed by the LESSEE that they shall strictly comply with the instructions and approval of the LESSOR for all of the planned renovations, and that the work shall be completed in a timely manner and meet industry standards and all the requirements of the Town of Amherst, Commonwealth of Massachusetts or ffederal government as applicable. LESSEE shall apply for, receive, and pay for all necessary permits before any work is initiated.

B. Upon completion by the LESSEE of all such planned renovations and restorations of the demised premises, LESSEE shall at all times during the term of this LEASE, and at his own cost and expense, make all repairs, alterations and replacements, and be liable for the payment of the same. LESSOR shall be responsible for all exterior structural repairs to the building including walls and roof unless said repairs are made necessary by LESSEE’S negligence.

9. STRUCTURAL ALTERATIONS or ADDITIONS: The LESSEE shall not make any structural alterations or additions to the leased premises, but may make non-structural alterations provided that the LESSOR consents thereto in writing which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at the LESSEE’S expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanic’s liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of the LESSEE and shall cause any such lien to be released or record forthwith without cost to LESSOR. Any alterations, fixtures, appliances, sinks, or improvements made by the LESSEE shall remain the property of the LESSOR at the termination of occupancy, as provided herein, except for those alterations or improvements listed on Schedule A attached hereto, which shall remain the property of the LESSEE upon termination of this LEASE or any extension hereof. The LESSEE and not the LESSOR shall be responsible for causing the premises to be in compliance with the Americans With Disabilities Act, if required, during the term of this LEASE.

10. ASSIGNMENT/SUBLEASING: The LESSEE shall not assign, sublet, transfer, hypothecate or otherwise alienate this LEASE or LESSEE’S interest in and to all or any part of the demised premises, nor shall LESSEE grant any person any licensed permission to use the demised premises without LESSOR’S prior written consent on each occasion, which permission is at the sole and absolute discretion of the Landlord. . Any attempt to transfer, sublet, assign, license to use, hypothecate or other alienation of this LEASE shall be void and shall confer no right on third parties

11. SUBORDINATION: This LEASE shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this LEASE to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

12. LESSOR’S ACCESS: The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the premises and remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within (6) six month before the expiration of the term, may affix to any suitable part of the leased premises a notice of letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation and to enter and show the demised premises to prospective LESSEES.

13. INDEMNIFICATION AND LIABILITY: The LESSEE shall indemnify and hold the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from snow and ice in, on, or around the leased premises , or by any nuisance made or suffered on the leased premises, unless such loss is caused by the negligence of the LESSOR.

14. LESSEE’S LIABILITY INSURANCE:

A. The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part, comprehensive public liability insurance in the amount not less than $3,000,000.00 with property damage insurance in limits not less than $100,000.00 in responsible companies qualified to do business in Massachusetts and are in good standing therein insuring the LESSOR as well as the LESSEE against injury to persons or damage to property as divided. The LESSEE

shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each insured named therein.

B. In addition to the rent herein specified, the LESSEE shall pay the LESSOR as additional rent a total of XXXX of the yearly insurance premiums all of which shall be due and payable to LESSOR within thirty (30) of the date of billing of LESSOR to LESSEE, upon written notice of your percentage due.

15. FIRE, CASUALTY, EMINENT DOMAIN: Should a substantial portion of the leased premises, or of the property or which they are a part, be substantially damaged by fire or other casualty or be taken by eminent domain, the LESSOR may elect to terminate this LEASE. When such fire, casualty or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this LEASE if:

a.) the LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or

b.) the LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within thirty (30) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE’S fixtures, property or equipment.

16. DEFAULT AND BANKRUPTCY:

A. (a.) LESSEE’S failure to pay any installment of rent or additional rent pursuant to paragraphs 3, 14B, 17 and 18 of this LEASE shall constitute a default and shall result in the automatic and immediate cancellation and termination of this LEASE following the five (5) day written notice to the LESSEE. LESSEE shall immediately remove itself and its employees from the demised premises and surrender same to the LESSOR;

(b) LESSEE’S failure to immediately surrender the premises in accordance with this provision shall result in the LESSOR’S having all remedies available to LESSOR under this LEASE and under the General Laws of the Commonwealth of Massachusetts, including an immediate right to commence action to evict LESSEE.

(c) LESSEE freely, voluntarily, knowingly, and willingly hereby waives the terms and provisions of Chapter 186, S11, as amended, of the General Laws of Massachusetts, together with any and all rights said provision would have bestowed upon LESSEE. It is understood and agreed by and between the LESSEE and LESSOR that as a result of this waiver, LESSOR shall have the unquestioned right and privilege to immediately commence an eviction proceeding against LESSEE if LESSEE fails and refuses to immediately remove itself and surrender the demised premises to LESSOR in accordance with this provision.

B. In the event that:

(a) The LESSEE shall default in the observance or performance of any other of the LESSEE’S covenants, agreements, or obligations hereunder and such default shall not be corrected within five (5) days (including all days: business and non-business days) after written notice thereof; or

(b) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made to LESSEE’S property for the benefit of creditors, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises to declare the term of this LEASE ended, and remove the LESSEE’S effects , without prejudice to any remedies which might be otherwise used for arrears or rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants of LESSEE’S part to be observed or performed under or by virtue of any of the provisions in any article of this LEASE, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney’s fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of 7% annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

(c ) Upon entry or termination of this LEASE as a result of LESSEE’S breach thereof, LESSEE agrees, notwithstanding any entry or re-entry by landlord, whether by summary proceeding, termination or otherwise, because both parties agree that nonpayment of said sums when due is a significant breach of the LEASE, and, because the payment of rent, additional rent, and other charges in monthly installments is for the sole benefit and convenience of LESSEE, then in addition to the foregoing remedies, the entire balance of rent to the end of the LEASE term including any agreed to extensions, additional rent, and other charges that are due hereunder shall become immediately due and payable as liquidated damages, whether or not the premises be relet or remain vacant in whole or in part, except in the event that the premises be relet, LESSEE shall receive a credit or refund in the net amount of rent received after deduction of all reasonable expenses by LESSOR incurred in reletting during the remainder of this LEASE term.

17. REAL ESTATE ESCALATOR: In addition to the rent herein specified the LESSEE shall pay to the LESSOR as additional rent XXX% of the yearly real estate taxes, including BID assessment taxes, all of which shall be due and payable to LESSOR within thirty (30 ) days from the date of billing by LESSOR to LESSEE..

18. OTHER MUNICIPAL CHARGES : LESSEE shall also pay as additional rent all other public charges with respect to the demised premises, such as, but not limited to water/sewer use charges, betterment assessments, paid by LESSOR during the term of the LEASE including any extensions.. LESSEE may call upon LESSOR to prosecute appropriate proceedings to contest the validity or amount of any such assessment. LESSOR shall promptly furnish to LESSEE copy of any notice of assessment of a public charge received by LESSOR concerning the premises.

19. INDEMNIFICATION: LESSEE covenants at their expense at all times during the term and such further time as LESSEE occupies the demised premises or any part thereof to assume exclusive control of the premises and the adjacent sidewalks if any, and all tort liabilities incident to the control or leasing thereof, and to defend, indemnify and save LESSOR harmless from all injury, loss, claim or damage to or for any person or property anywhere occasioned by any omission, fault, neglect or other misconduct or LESSEE or anyone claiming under LESSEE.

20. PAYMENT OF LESSOR’S COST OF ENFORCEMENT: LESSEE covenants and agrees to pay on demand LESSOR’S expenses, including reasonable attorney’s fees, incurred in enforcing any obligation of LESSEE under this LEASE.

21. ESTOPPEL CERTIFICATE: Upon not less than thirty (30) days prior written request, either LESSOR or LESSEE agrees, in favor of the other, to execute, acknowledge and deliver a statement in writing certifying that this LEASE in unmodified and in full force and effect (or, if there have been any modifications that the same are in full force and effect as modified and stating the modifications) and the dates to which the fixed rent and additional rent and other charges have been paid and any other information reasonably requested. Any such statement pursuant to this section may be relied upon by any prospective purchaser, mortgagee or lending source.

22. OVERLOADING; NUISANCE;ETC.: LESSEE shall not injure, overload, deface or otherwise harm the demised premises; not commit any nuisance; not permit the emission of any objectionable noise or odor; dispose of any hazardous waste on the premises; nor make, allow, nor suffer any waste; nor make any use of any law, ordinance, order or regulation of any public authority or which will invalidate any insurance, nor shall LESSEE harass, threaten, injure or breach the quiet enjoyment of the LESSOR or any of his agents, employees or assigns.

23. EFFECT OF WAIVERS OF DEFAULT: Any consent or permission by LESSOR to any act or omission which otherwise would be a breach of any covenant or condition herein or any waiver by LESSOR of the breach of any covenant or condition, herein shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or otherwise, except as to the specific instance, operate to permit similar acts or omissions.

24. NO ACCORD AND SATISFACTION: No acceptance by LESSOR of a lesser sum than the fixed rent, additional rent or any other charge then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charge be deemed an accord and satisfaction, and LESSOR may accept such check or payment without prejudice to LESSOR’S right to recover the balance of such installment or pursue any other remedy in this LEASE provided.

25. REMEDIES CUMULATIVE: Any and all rights and remedies which LESSOR may have under this LEASE, at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

26. NOTICE: Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises or to the occupancy thereof, notice to landlord shall be deemed duly served, if mailed to the LESSOR, first class mail postage prepaid, addressed to the LESSOR, at such address as the LESSOR may from time to time advertise in writing. All rent and notices shall be paid and mailed to 25 North Pleasant Street, Amherst MA 01002.

27. SURRENDER: The LESSEE shall, at the expiration or other termination of this LEASE, remove all LESSEE’S goods and effects from the leased premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all structural alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE’S failure to remove any of the LESSEE’S property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE’S expense, or to retain same under LESSOR’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 property.

28. QUIET ENJOYMENT: LESSOR agrees that upon LESSEE paying the

rent and forming and observing the agreements, conditions and other provision on their part to be performed and observed, LESSEE shall and may hold and enjoy the premises during the term of the LEASE without any manner of hindrance or molestation from LESSOR or anyone claiming under LESSOR, subject, however, to the terms of this LEASE and any instruments having a prior lien. LESSEE shall have the right to terminate this LEASE after thirty (30 ) days notice to LESSOR provided such hindrance shall continue unabated during that time for breach of any covenant contained in this section, however, landlord is not responsible for breaches of quiet enjoyment of LESSEE caused by third parties, other LESSEES or the community at large, not under his control.

29. RULES AND REGULATIONS: LESSEE shall observe and comply with all such reasonable rules and regulations as the LESSOR may make from time to time to promote or preserve the safety, care and cleanliness of the premises and the

preservation of the good order therein.

30. APPLICABLE LAW AND CONSTRUCTION: This LEASE shall be

governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and, if any provisions of this LEASE shall to any extent be invalid, the remainder of this LEASE shall not be affected thereby. There are no oral or written agreements between LESSOR and LESSEE affecting this LEASE. This LEASE may be amended only in instruments in writing executed by LESSOR and LESSEE. The titles of the several sections contained herein are for the convenience only and shall not be considered in construing this LEASE. Unless repugnant to the context, the words “LESSOR” and “LESSEE” appearing in this LEASE shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns and those claiming through or under them respectively.

31. HOLDING OVER : If LESSEE or anyone claiming under LESSEE shall remain in possession of the demised premises or any part thereof after the expiration of the term of this LEASE without any agreement in writing between LESSOR and LESSEE, the person remaining in possession shall be deemed a tenant from month-to-month, subject to the provisions of this LEASE insofar as the same may be made applicable to a tenancy from month-to-month.

1. In the event that the LESSEE shall list the business for sale with any licensed broker, then and in that event the LESSEE agrees to list the business with Lincoln Real Estate.

33. The Town of Amherst may require a fire alarm system and/or sprinkler system to be installed to service the entire building. LESSEE will be responsible for the entire cost of the installation of the fire alarm system and sprinkler system.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

**GUARANTEE:**

FOR GOOD AND VALUABLE CONSIDERATION PAID, the receipt of which is hereby acknowledged, and further as an inducement to the LESSOR to enter into the foregoing lease, the undersigned Guarantor, in consideration of the benefits to flow to the LESSEE and to the undersigned does herby fully guarantee the full and faithful performance of all of the obligations, duties, and liabilities of the LESSEE in the foregoing lease.

WITNESS MY HAND AND SEAL this \_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_, 2014.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness LESSEE (name)

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The personally appeared the above named\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and

Acknowledged the foregoing lease to be his/her free act and deed, before me.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My commission expires:

**List of Personal Property belonging to Lessor inside Premises:**