

General form.

This agreement, made this _____ day of _____ [year], by and between _____, with its address at _____ Street, _____, _____ ("Landlord"), and _____, with its address at _____ Street, _____, _____ ("Tenant").

WITNESSES:

1. Premises and Terms. Landlord does hereby demise unto Tenant, and Tenant does hereby hire from Landlord, the real property, situated in _____ the County of _____ and the State of _____ more particularly described below ("Demised Premises").

To have and to hold, the Demised Premises unto Tenant for a term commencing _____ and extending until midnight on the day preceding the (_____) anniversary of such date, and for any additional periods of time during which the Demised Premises is leased by the Tenant pursuant to the option granted in Section 4 hereof ("Term"), at the rent and upon the terms, covenants and conditions herein contained.

2. Definitions. As used herein, the following terms shall have the meanings ascribed to them herein:

"Landlord's Improvements" shall mean all structures, improvements, roads and items of property, whether real or personal, located on the Demised Premises on the date hereof, together with all additions or alterations thereto and such other property, whether real or personal, as Landlord may hereafter place on that part of the Demised Premises.

"Tenant's improvements" shall mean all buildings, structures, improvements, roads and items of property, whether real or personal, including any fence along the perimeter of the Demised Premises and any temporary office placed on the Demised Premises, but not including any surfacing material used to cover the Demised Premises or a portion thereof, as Tenant may hereafter construct or otherwise place on the Demised Premises.

3. Rent. For and during the Term, Tenant shall pay to Landlord rent at the annual rate of \$_____, in advance on the first day of each month during the Term, at the above noted address of Landlord or such other place as Landlord may designate by notice to Tenant. The rent for any fractional month shall be apportioned on the basis of the actual number of days in such month.

4. Option To Renew. Tenant shall have the option to renew this Lease Agreement for _____ successive periods of _____ years each. Tenant shall exercise such option by giving written notice to Landlord not more than 180 days and not less than 90 days prior to the expiration of the initial term of this Lease Agreement or any subsequent renewal term. If Tenant shall not elect to renew this Lease Agreement more than 90 days prior to the expiration of such initial or renewal term, then Landlord shall be free to lease the Demised Premises for any subsequent period. Any such renewal shall be upon the terms and conditions of this Lease Agreement except that the rent to be paid during any such extension of this Lease Agreement shall be the rent specified in Section 3 hereof plus an amount per year based upon any increase in the Consumer Price Index. The Consumer Price Index as used in this Section 4 refers to the Consumer Price Index for _____ published by the U.S. Department of Labor which uses [year] as an average of 100 and the price index on any renewal date shall be considered to be the index of the preceding month. If such index no longer exists or if a substantial change is made in the terms or numbers contained in such index, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining such index shall be used. Adjustments shall be calculated by the difference between the index on the date hereof and the date in question. For example, if the index on the date hereof is 130 and on the renewal date is 160, then the adjusted rental will be 160/130 times the basic rental set forth in Section 3 hereof.

5. Maintenance and Repairs. Landlord shall maintain the Demised Premises and Landlord's Improvements in good repair, reasonable wear and tear excepted, and shall at its own cost and expense promptly make all necessary repairs thereto. (including structural repairs).

