

7. **ADDITIONAL RENT**

(A) As Additional Rent and/or costs, Tenant agrees to timely pay all or Tenant's proportionate share of the following:

- Common Area Maintenance (CAM)
- Improvements
- Real Property Taxes
- Operating Expenses

(B) Tenant's prorata share of CAM expenses are _____ % (100 if not specified) of the total cost. Upon demand for payment, Landlord is required to submit to Tenant an accounting statement which documents the actual cost of the CAM expenses. Tenant is hereby notified that CAM expenses may fluctuate and are subject to modification based upon actual charges.

(C) Unless otherwise indicated, Tenant agrees to pay all Operating Expenses, including but not limited to outdoor maintenance, utilities, service contracts, insurance, structural maintenance and repairs, and government assessments. Those Operating Expenses included in CAM will be paid by Tenant according to Paragraph 7 (B), above.

Operating Expense Addendum to Commercial Lease (PAR Form OXA) is attached and made part of this Lease.

8. **PAYMENT SCHEDULE**

	Total Due	Due Date	Paid	Balance Due
(A) First month's Base Rent:	\$ _____	_____	\$ _____	\$ _____
(B) Security Deposit:	\$ _____	_____	\$ _____	\$ _____
(C) Additional Rent:	\$ _____	_____	\$ _____	\$ _____
(D) Other:	\$ _____	_____	\$ _____	\$ _____
TOTALS:	\$ _____			

9. **SIGNS**

(A) All signs are subject to approval of Landlord, in its sole discretion. In addition, all signs must be in accordance and comply with and if needed, be approved by, Richland Twp (municipality) and any other necessary governmental authority, prior to installation. Upon request of Landlord, Tenant shall provide Landlord with a scaled drawing of the sign, including colors, for Landlord's approval.

(B) Tenant shall remove all signs upon the expiration or earlier termination of the Lease, and such removal shall be at Tenant's sole cost and expense. Tenant shall repair any damage and fill any holes caused by such removal. In the event of a breach of this Lease and in addition to all other remedies given to Landlord, Landlord shall have the privilege and right to remove any and all signs and restore the Premises to its prior condition, and Tenant shall be liable for any and all expenses so incurred by Landlord.

10. **LANDLORD'S REPRESENTATIONS**

Landlord warrants and represents that:

- (A) As of the date of execution and during the term of this Lease, and any extensions or renewals thereto, Landlord has the full power and authority to execute and deliver this Lease, and to perform its obligations under this Lease.
- (B) As of the date of execution and during the term of this Lease, and any extensions or renewals thereto, none of the terms, conditions or obligations of this Lease shall be precluded by or cause a breach of any other agreement, mortgage, contract or other instrument or document to which Landlord is a party.
- (C) Upon paying Rent and performing its obligations as required under this Lease, Tenant shall be permitted to peaceably and quietly have, hold and enjoy the Premises.
- (D) As of the Occupancy/Commencement Date, all exterior portions of the Premises, including any paved areas, parking areas and sidewalks, shall be in satisfactory condition and repair, and usable for the purposes intended.

11. **ACCEPTANCE; POSSESSION**

- (A) By taking possession of the Premises, Tenant affirms and represents that the Premises is in good and tenable condition, meeting Tenant's needs for the use set forth in Paragraph 13, and that all work that was to be performed by Landlord pursuant to the terms of this Lease, if any, has been substantially completed. By taking possession, Tenant is accepting the Premises in "as is" condition.
- (B) If Landlord is unable to give Tenant possession of the Premises on the Occupancy Date by reason of the holding over of a previous occupant or due to any cause beyond Landlord's control, Landlord shall not be liable in damages to Tenant. During the period that Landlord is unable to give possession, all rights and remedies of both parties, including Tenant's obligation to pay Rent, shall be suspended.
- (C) If Tenant cannot take possession within _____ days (60 if not specified) of the Occupancy Date, Tenant's exclusive rights are to:
 1. Change the Occupancy Date of the Lease to the day when Premises is available. Tenant will not owe or be charged Base Rent until Property is available; OR
 2. Terminate the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further liability on the part of Landlord or Tenant.

12. **GOVERNMENTAL REGULATIONS**

Tenant shall, in the use and occupancy of the Premises, comply with all applicable laws, ordinances, notices and regulations of all governmental and municipal authorities, and with the regulations of the insurers of the property. Tenant shall keep in force at all times all licenses, consents and permits necessary for the lawful conduct of Tenant's business at the Premises. Nothing in the foregoing shall require Tenant to perform any work or make any improvements or repairs that Landlord is required to make pursuant to other provisions of this Lease.

Tenant Initials: T.M.

Landlord Initials: [Signature]