**LEASE**

THIS LEASE (the "Lease") is entered into as of the day of , 2015, by and between **Fox Properties 4 U, LLC** ("Landlord"), whose address is 5122 Raymond Rd., Madison, WI 53711 and **XXXX** ("Tenant"), whose address is 2829 Perry St., Suite XX, Madison, WI 53713.

ARTICLE I

GRANT AND TERM

SECTION 1.01. PREMISES. Landlord leases to Tenant, and Tenant leases from Landlord, the office suite which is located at Suite XX, 2829 Perry St., Madison, WI 53713 (the "Premises"); said suite includes XXX space measuring approximately XXX square feet. In addition, Tenant shall have the right, on a first-come, first-served basis to free on-site parking, either within the protected ramp deck or at the front of the building’s lot. Landlord may from time-to-time designate specific stalls or areas to be for exclusive by Tenant.

SECTION 1.02. LEASE TERM. Original Term. The term of this Lease shall be for Three (3) Lease Years, unless terminated sooner pursuant to any of the provisions of this Lease or unless extended under Section 1.02(b). The term of this Lease and Tenant's obligation to pay rent and other charges due hereunder and to perform all other obligations set forth herein shall begin on XXX, 2015. The lease extends until noon Central Standard time on the XX, 2019. A fee of $75, or 5% of the monthly rent, whichever is greater will apply for each day the tenant does not vacate the premises after the termination of this lease.

SECTION 1.02.a OPTION TO EXTEND. Provided Tenant is in good standing as outlined in this Lease, Tenant shall have the right to one additional 3-year Option Term, commencing XX, 2018 through XX, 2021, provided Tenant delivers to Landlord a written notice to exercise said option no later than 3 months prior to the end of the original term of Lease (no later than XX, 2018). Rents shall be as outlined below in Article II.

SECTION 1.03. LEASE YEAR. The term "Lease Year" means each successive period of twelve (12) consecutive calendar months during the term of this Lease, beginning on XX, 2015.

SECTION 1.04. SURRENDER. On the last day of the term of this Lease, or any extension thereof, or on any sooner termination, Tenant shall surrender the Premises, broom clean, reasonable wear and tear accepted, and shall surrender all keys to Landlord.

SECTION 1.05. INSPECTIONS. Landlord shall have the right, upon reasonable notice to Tenant, to enter upon the Premises to inspect the same and to show the same to prospective tenants, purchasers and mortgagees, and may, during the last 180 days of this Lease, erect "For Sale" or "For Rent" signs upon the Premises.

ARTICLE II

RENT

SECTION 2.01. MINIMUM RENT. Tenant shall pay to Landlord, at such place as Landlord may from time to time in writing designate monthly installments as set forth below, payable in advance on the 1st day of each calendar month, without any setoff, counterclaim or deduction whatsoever or any prior demand.

Original Term:

Year 1 - $ XX.00/month

Year 2 - $ XX.00/month

Year 3 - $ XX.00/month

Option Term:

Year 4 - $ XX.00/month

Year 5 - $ XX.00/month

Year 6 - $ XX.00/month

SECTION 2.02. ADDITIONAL RENT. *Intentionally deleted.*

SECTION 2.03. SECURITY DEPOSIT. Tenant shall deposit with Landlord, upon execution of this Lease, as a security deposit, an amount equal to the first month’s rent under this Lease ($XX.00), except that Landlord shall have the right to increase such amount at any time during the term of this Lease if the net worth of any Guarantor or Tenant’s financial investment in the Premises is unacceptable to Landlord in Landlord’s sole discretion. The deposit shall be held by Landlord, without liability for interest, unless required by law, as security for the full performance by Tenant of all the terms, covenants and conditions of this Lease. Landlord shall not be required to hold the deposit as a separate fund, and may commingle it with other funds. If Tenant fails to perform any of terms, covenants and conditions of this Lease, Landlord shall, at its option and without waiving any other rights, apply the entire deposit (or any part thereof) toward amounts due Landlord under this Lease. If there entire deposit, or any portion thereof, shall be applied by Landlord for the payment of amounts due to landlord by Tenant, the Tenant shall, upon written demand of Landlord, immediately remit to Landlord a sufficient amount of cash to restore the deposit to its original amount, and Tenant’s failure to do so within five (5) days after receipt of the demand shall of itself constitute a breach of this Lease. Should Tenant comply with all terms, covenants and conditions and promptly pay all rents and other sums as due, the deposit shall be returned in full to Tenant within thirty (30) days following the expiration or termination of this Lease and after the removal of Tenant and surrender of possession of the Premises to Landlord.

ARTICLE III

ALTERATIONS AND ADDITIONS

SECTION 3.01. ALTERATIONS. Tenant shall not, without Landlord's prior written consent, make any substantial alterations or additions to the structure of the Premises. Tenant shall have the right to install machinery, equipment and business and trade fixtures (including, without limitation, counter shelves, desks, cash registers and signs) within the Premises which are not affixed to the building, subject to this Article III.

SECTION 3.02. CONSTRUCTION LIENS. Tenant shall pay when due, and indemnify, defend and hold Landlord harmless from, all claims for labor or materials furnished or alleged to have been furnished to Tenant for use in the Premises, which claims are or may be secured by any construction lien against the Premises or any interest therein.

SECTION 3.03. REMOVAL OF IMPROVEMENTS. All alterations and other improvements by Tenant, at the termination of this Lease, shall become the property of Landlord and shall not be removed from the Premises. All trade fixtures, furniture, furnishings and signs installed in the Premises by Tenant and paid for by Tenant shall remain the property of Tenant and may be removed upon the expiration or termination of this Lease; provided that any of such items as are affixed to the Premises and require severance may be removed only if Tenant repairs any damage caused by such removal. If Tenant fails to remove such items from the Premises by the expiration or earlier termination of this Lease, all such trade fixtures, furniture, furnishings and signs shall become the property of Landlord, unless Landlord elects to require their removal, in which case Tenant shall, at its sole cost and expense, promptly remove the same and restore the Premises to their prior condition. The covenants contained in this Section shall survive the expiration or termination of this Lease.

ARTICLE IV

REPAIRS AND MAINTENANCE

Landlord shall, at its expense, make all repairs to the roof, outside walls and foundations of the Premises. Replacement and repair to the entire building systems, including heating, air-conditioning, ventilating, electrical, lighting, and sewer and plumbing shall be Landlord’s responsibility.

All repairs, replacements and maintenance to the Premises, including without limitation janitorial service and maintenance shall be Tenant’s responsibility. Tenant shall keep the Premises in good repair and shall make all necessary replacements including telecommunications equipment, Premises’ exterior door, windows and window frames and all portion of the office area, columns, nonstructural walls, and partitions, during the term of this Lease. Tenant shall, upon the termination of this Lease, return to Landlord the Premises in the same condition they were in at the commencement of this Lease, reasonable wear and tear excepted.

ARTICLE V

COVENANTS OF TENANT

SECTION 5.01. USE OF PREMISES. Tenant may use the Premises during the term of this Lease only as professional offices; or in the case of Bay 1 – 4, as warehouse space.

SECTION 5.02. OPERATION OF BUSINESS. Tenant covenants and agrees to comply with all applicable ordinances, rules, regulations, orders and requirements of all federal, state and municipal governments which relate to the Premises or the business Tenant conducts on or from the Premises and with any direction, pursuant to law, of any public officer which shall impose upon Tenant any duty with respect to the Premises or the use and occupation thereof.

SECTION 5.03. UTILITIES. Landlord covenants and agrees to pay costs of heat, sewer, water, gas, and electricity used in or supplied to the Premises as and when due. Space heaters are not allowed because of the potential fire hazard. Other large pieces of Tenant’s equipment may be run at Tenant’s expense. Tenants are not permitted to plug in any equipment or vehicles that will be utilized outside of their leased space.

SECTION 5.04. MUNICIPAL, COUNTY, STATE OR FEDERAL TAXES. Tenant covenants and agrees that it shall pay, before delinquency, all municipal, county and state or federal taxes assessed against any leasehold interest of Tenant or any fixtures, furnishings, equipment, merchandise, improvements, alterations, stock-in-trade or other personal property of any kind owned, installed or upon the Premises.

SECTION 5.05. ENVIRONMENTAL COVENANTS.

(a) During the term of this Lease, Tenant shall:

(i) timely comply with all applicable Environmental Laws;

(ii) provide Landlord, immediately upon receipt thereof, with copies of any correspondence, notice, pleading, citation, indictment, complaint, order, decree or other document from any source asserting or alleging violation upon the Premises by Tenant of any Environmental Laws, or asserting or alleging a financial contribution by Tenant or a cleanup, remedial action or other response by or on the part of Tenant under any Environmental Laws;

(iii) permit Landlord, in the event Landlord has reasonable cause to believe that there exists a condition or circumstance created by Tenant, its employees or invitees during the term of this Lease warranting an environmental inspection or audit, at Tenant's expense to retain an architect or engineer selected by Landlord to perform an environmental inspection and/or audit of the Premises to evaluate Tenant's compliance with Environmental laws, and to test for Hazardous Substances on the Premises, and for risks associated with exposure to Hazardous Substances. Tenant shall permit Landlord and its employees and agents access to the Premises and the books and records of Tenant as necessary for the performance of the environmental inspection and/or audit;

(iv) at its expense, remove or contain any Hazardous Substances on the Premises that were brought onto the Premises by Tenant, its employees or invitees during the term of this Lease, or perform other corrective action as required by Landlord in its sole discretion, if at any time it is determined that such Hazardous Substances present a health hazard on the Premises or are required to be removed or contained or other corrective action is required by any Environmental Laws.

(b) As used herein, "Environmental Laws" shall mean any federal, state and local laws including statutes, regulations, ruling, orders, administrative interpretations and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants or process wastewater or otherwise relating to the environment or Hazardous Substances (as defined herein) or the recycling of wastes, including, but not limited to, Chapters 144 and 162 of the Wisconsin Statutes, the Federal Toxic Substances Control Act, the Federal Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, regulations of the Regulatory Agency, and regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect.

(c) As used herein, "Hazardous Substances" shall mean any hazardous waste or substance, asbestos or asbestos-containing material pollutant, solid, liquid, gaseous, or thermal irritant or contaminant (such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste, including materials to be recycled in the future, reconditioned or reclaimed), polychlorinated biphenyl (in the form of electrical transformers, fluorescent light fixtures with ballasts, cooking oils or any other device or form) or urea-formaldehyde foamed-in-place insulation, all as defined or included under Environmental Laws.

SECTION 5.06. DETECTION EQUIPMENT. Tenant is not permitted to disable any hazard detection equipment such as smoke detectors or carbon monoxide detectors. Any detection equipment that the Tenant believes to be faulty should immediately be reported to Landlord.

ARTICLE VI

QUIET ENJOYMENT

Landlord represents and warrants that it owns the fee interest in the Premises and that, so long as this Lease is in effect and Tenant is not in default hereunder beyond any applicable cure period, Tenant shall have the right of quiet enjoyment of the Premises. During the term of this Lease, Landlord shall not allow any adjoining premises owned or controlled by Landlord to be used in a manner as to materially impair Tenant's ability to comply with the requirements of governing bodies controlling the sale, storage or distribution of Tenant's products. Tenant is expected to keep noise and smells to a minimum so as not to disturb other Tenants.

ARTICLE VII

INSURANCE AND INDEMNITIES

SECTION 7.01. Commercial General Liability. Tenant shall, at its expense, obtain and carry at all times during the term of this Lease a policy of commercial general liability insurance naming Tenant as the insured and Landlord and any mortgagee designated by Landlord as additional insureds, to insure against injury to property, person or loss of life arising out of the ownership, use, occupancy or maintenance of the Premises with limits of general liability not less than $1,000,000 combined single limit for bodily injury and property damage per occurrence. Tenant shall furnish to Landlord a copy of such policy or an ACORD 27 certificate of Tenant’s insurer evidencing such insurance, and shall, upon Landlord’s request during the term of this Lease, provide to landlord and any party designated by Landlord a copy of the insurance policy endorsement or wording showing that the Landlord and such other parties have been added as additional insureds. At least ten (10) days prior to the expiration of Tenant’s policy, Tenant shall furnish Landlord with the renewal thereof, or Landlord may order such insurance and charge the cost thereof to Tenant as additional rent.

SECTION 7.02. MUTUAL WAIVER OF SUBROGATION. Nothing in this Lease shall be construed to as to authorize or permit any insurer of Landlord or Tenant to be subrogated to any right of Landlord or Tenant against the other party arising under this Lease. Landlord and Tenant each hereby release the other to the extent of any perils to be insured against by either of the parties under the terms of this Lease, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party or persons for whose acts or negligence the other party is responsible. All insurance policies carried by either Landlord or Tenant respecting the Premises shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either Landlord or Tenant from obtaining any such policy.

SECTION 7.03. INDEMNIFICATION. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises or elsewhere and shall further indemnify, defend and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of Tenant's subleases, agents, customers, invitees, contractors, occupants, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord. Nothing set forth herein shall require Tenant to indemnify, defend or hold harmless Landlord from any liability to the extent such liability arises from Landlord's negligent, reckless or willful misconduct. Landlord agrees to indemnify Tenant against and to hold Tenant harmless from any and all claims and demands of any third party arising from or based upon any alleged act, omission or negligence of Landlord or Landlord's agents or employees. In the event that either party shall, without fault on its part, be made a party to any litigation commenced by any third party against the other party, then such other party shall protect and hold the innocent party harmless from expenses and reasonable attorneys' fees incurred or paid by the innocent party in connection with such litigation, together with any judgments rendered against such innocent party.

ARTICLE VIII

DAMAGE OR DESTRUCTION

If the Premises are damaged by fire, explosion or other casualty to the extent of fifty percent (50%) or more of the insurable value thereof immediately preceding the casualty, then Landlord shall have the right to terminate this Lease by giving Tenant written notice of termination within 20 days after the delivery by Landlord of the casualty. If the Premises are damaged to the extent of twenty-five percent (25%) or more of the insurable value thereof immediately preceding the casualty, and Landlord does not elect to terminate this Lease, then Tenant shall have the right, upon delivery of written notice given to Landlord within 10 days after the casualty, to terminate this Lease if either of the following conditions exist:

(a) Such damage has occurred within the last Lease Year (as the term of this Lease may, at the time of such damage, have been extended); or

(b) Landlord has failed to guarantee to Tenant that such damage shall be repaired or replaced within 120 days of the delivery to Landlord by Tenant and by Tenant's insurer of funds sufficient to repair or replace such damage. If the damage is not extensive enough to give rise to Landlord's or Tenant's option to terminate this Lease or this Lease is not terminated, Landlord shall, upon payment by Tenant and by Tenant's insurer of funds sufficient to repair or replace such damage, promptly repair and replace the Premises (but not Tenant's trade fixtures, furniture, furnishings or equipment) to the condition existing immediately preceding such casualty. During any period of reconstruction or repair of the Premises, Tenant shall operate its business in the Premises to the extent practicable. Rent or other sums payable under this Lease shall be reduced or abated during the period of such repair and restoration to the extent Landlord is paid rent loss insurance proceeds during such period.

ARTICLE IX

CONDEMNATION

SECTION 9.01. TAKING OF WHOLE. If:

(a) The whole of the Premises shall be taken or condemned for a public or quasi-public use or purpose by a competent authority; or

(b) Such a portion of the Premises shall be taken so that the balance cannot be used for the same purpose and with substantially the same utility to Tenant as immediately prior to such taking, this Lease shall terminate upon delivery of possession to the condemning authority, and any award, compensation or damages payable as compensation for the fee estate in the Premises (the "Award") shall be paid to and be the sole property of Landlord, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all of the Award. Tenant shall have no claim against Landlord by reason of such taking or termination and shall not have any claim or right to any portion of the Award to be paid to Landlord. Tenant shall continue to pay rent and other charges hereunder until the Lease is terminated.

SECTION 9.02. PARTIAL TAKING. If only a part of the Premises is taken or condemned but the part remaining can still be used for the same purpose and with substantially the same utility to Tenant as immediately prior to such taking, this Lease shall not terminate and landlord shall repair and restore the Premises. If Landlord is obligated to repair and restore the Premises as herein provided, rent and other sums payable under this Lease shall be reduced or abated during the period of such repair and restoration based upon the extent to which the Premises are untenantable.

SECTION 9.03. TENANT'S AWARD. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded to Tenant for cost or loss incurred by Tenant.

ARTICLE X

DEFAULTS; REMEDIES

SECTION 10.01. DEFAULTS. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) Failure to Pay. The failure of Tenant to make any payment of rent or any other payment required to be made by Tenant under this Lease, when due, and such failure shall continue for a period of 15 days following delivery of written notice by Landlord to Tenant.

(b) Failure to Observe Other Covenants. The failure by Tenant to repair any waste or to observe or perform any of the terms, covenants or conditions of this Lease to be observed or performed by Tenant where such failure shall continue for a period of 20 days after written notice thereof from Landlord to Tenant. In the event of a breach of a term, covenant or condition of this Lease which requires more than the payment of money to cure and which cannot because of the nature of such default be cured within said 20 days, then Tenant shall be deemed to be complying with said notice if, promptly upon receipt of such notice, Tenant immediately takes steps to cure the default as soon as reasonable possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable.

(c) Insolvency.

(i) The making by Tenant of any general assignment, or general arrangement for the benefit of creditors;

(ii) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within days);

(iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 20 days; or

(iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within 20 days.

SECTION 10.02. LANDLORD'S REMEDIES. If any default by Tenant shall continue uncured following notice of default as required by this Lease, for a period applicable to the default under the applicable provision of this Lease, Landlord shall have all rights and remedies provided by law or equity, to which Landlord may resort cumulatively or in the alternative. Furthermore, Landlord shall be permitted to accelerate payment of all rents to become due during the balance of the term of this Lease, and, upon such acceleration, Landlord shall be entitled to immediate payment of all such rents upon Landlord's written demand to Tenant therefore. In addition, Landlord shall the right to cure any default by Tenant not cured within the period allowed to Tenant for such cure, and in which case Landlord shall be entitled to recover from Tenant, upon written demand therefore, all amounts expended by Landlord to effect such cure, together with interest thereon at the rate of 12 % per annum until paid.

SECTION 10.03. DEFAULT BY LANDLORD. If Landlord shall violate or default in the performance of any covenants, agreements, stipulations or other conditions contained herein, and such violation or default continues for a period of 30 days after written notice of such violation or default has been given, then Tenant may cure the same and shall have the right to obtain a judgment to collect any sums reasonable so expended from Landlord; however, Landlord shall be liable to Tenant only to the extent of Landlord's interest in income from the entire property of which the Premises is a part and Tenant hereby waives, to the extent permitted by law, any right to satisfy any such judgment against Landlord except against or from the property, its income or proceeds from the property. Furthermore, if the violation or default by Landlord cannot because of the nature of such default be cured within said 30 days, then Landlord shall be deemed to be complying with said notice if, promptly upon receipt of such notice, Landlord immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable.

ARTICLE XI

ASSIGNMENT AND SUBLETTING

SECTION 11.01. GENERAL. Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, lease, sublet, grant any license or rights to a concessionaire or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises, without Landlord's prior written consent, which shall not be unreasonably withheld. In deciding whether to grant to withhold such consent, Landlord shall be entitled to consider:

(a) The use to which the assignee or subtenant intends to put the Premises is of a character appropriate to the character, reputation and appearance of the Premises;

(b) The financial condition of such assignee or subtenant;

(c) Whether the assignment or subletting meets all requirements imposed by the holder at the time of the proposed assignment or sublease of any fee mortgage upon all or any portion of the Premises.

Tenant shall not be permitted to proceed with a proposed assignment or sublease until it receives Landlord's written confirmation that Landlord's consent has been given.

SECTION 11.02. EXCEPTIONS. Assignments by Tenant as a result of corporate mergers, acquisition of substantially all of Tenant's assets, sale of Tenant's securities or reorganization shall not be subject to the requirements and limitations of Section 11.01, provided days' prior notice of such transaction has been given by Tenant to Landlord, and provided further that in the case of acquisition by a third party of substantially all of Tenant's assets, the third party assumes all of Tenant's obligations hereunder.

ARTICLE XII

GENERAL PROVISIONS

SECTION 12.01. ESTOPPEL CERTIFICATE. Tenant shall at any time, upon not less than 5 days after the giving of written notice by Landlord, execute, acknowledge and deliver to Landlord or to such person designated by Landlord, a statement in writing:

(a) Certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any;

(b) Acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, nor any offsets, counterclaims or defenses to the Lease on the part of Tenant, or specifying such defaults if any are claimed; and

(c) Certifying as to any other matters as may be reasonably requested by Landlord. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

SECTION 12.02. TIME OF ESSENCE. Time is of the essence.

SECTION 12.03. ATTORNMENT OF TENANT. Tenant shall in the event of the sale, assignment, or other transfer of Landlord's interest in the Premises or in this Lease, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the transferee and recognize such transferee as Landlord under this Lease.

SECTION 12.04. NOTICES. All notices and demands hereunder shall be in writing, and shall be given by registered or certified mail, return receipt requested, and shall be deemed given if:

(a) Hand delivered;

(b) Sent by Express Mail or a national commercial courier service (e.g., Federal Express) for next day delivery, to be confirmed in writing by said courier or service; or

(c) When deposited in the United States Mail with sufficient postage prepaid thereon to carry it to its addressed destination; and when addressed as follows:

LANDLORD: Fox Properties 4U, LLC, 5122 Raymond Rd., Madison, WI 53711

TENANT: XXX, 2829 Perry St, Suite XX, Madison, WI 53713

COPY TO: (Insert attorney name and address if applicable.)

The above names and addresses may be changed at any time or from time to time by notice as above provided.

SECTION 12.05. WAIVERS. No waiver by Landlord of any provision of this Lease shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. No payment by Tenant or receipt by Landlord of a lesser amount than the rent then due shall be deemed to be other than on account of the earliest rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

SECTION 12.06. BINDING EFFECT. This Lease shall bind the parties, their heirs, personal representatives, successors and assigns.

SECTION 12.07. SUBORDINATION. This Lease shall be subject and subordinate to all mortgages which may now or hereafter affect Landlord's interest in the Premises, and to any renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of all amounts secured by the mortgages, provided that the holder of each such mortgage agrees to honor this Lease and recognize Tenant's rights hereunder so long as Tenant is not in default beyond any applicable cure period. Tenant shall, within 20 days after the giving of written notice by Landlord, execute, acknowledge and deliver to Landlord any certificate that Landlord may request to confirm such subordination. Tenant shall attorn to and recognize any purchaser at a foreclosure sale under any mortgage, or any transferee who acquires Landlord's interest in the Premises by deed in lieu of foreclosure, and the successors and assigns of such purchasers and transferees, as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the same terms and conditions set forth in this Lease.

SECTION 12.08. ATTORNEY'S FEES. If either party brings an action to enforce the terms of or declare rights under this Lease, the prevailing party in any such action shall be entitled to recover reasonable costs, attorneys' fees and expenses.

SECTION 12.09. SEVERABILITY. The invalidity of any provision of this Lease, or if its application to any person or circumstance as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 12.10. INCORPORATION OF PRIOR AGREEMENTS. This Lease and the attached exhibits set forth all the agreements, terms, covenants and conditions between Landlord and Tenant concerning the Premises and there are no agreements, terms, covenants or conditions, oral or written, between them other than those herein contained. No amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless it is in writing and signed by each party.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

SECTION 13.01. SMOKING. Tenant and Tenant’s guests will not be permitted to smoke in the building or near entrances as designated by state law. Tenant is expected to dispose of any smoking material in a fire safe and cleanly manner.

SECTION 13.02. SNOW AND ICE REMOVAL. Tenants in Suite 100 or Bays 1 – 4, are expected to maintain the snow and ice removal immediately in front of their entrance doors that are not accessible to the snow plow.

IN WITNESS WHEREOF, Tenant and Landlord have executed this instrument as of the date set forth above.

XXX ("Tenant")

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name, Authorized Representative

Fox Properties 4U LLC ("Landlord")

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tammy Fox, Member

EXHIBIT A

[Site Plan of Premises]

EXHIBIT B

[Description of Plans and Specifications for

Landlord's Work]

Tenant accepts the Premises in “as is” condition.