

LEASE AGREEMENT

This Lease Agreement (this "Lease") is made and entered into on the date, between or among the parties and upon the terms and conditions hereinafter set forth.

SECTION 1. INFORMATION

1.1 Date of Lease:

1.2 "Landlord": Rhode Island Commerce Corporation, a Rhode Island public corporation formed pursuant to Chapter 64 of Title 42 of the Rhode Island General Laws, 1956 as amended, acting by and through its agent and attorney in fact, Quonset Development Corporation, pursuant to R.I.G.L. 42-64.10 et seq.

1.3 "Landlord's Address": 95 Cripe Street, North Kingstown, Rhode Island 02852

Landlord may change such address at any time by giving notice of such change to Tenant.

1.4 "Tenant":

- a. Name: State of Rhode Island, by and through the Department of Administration, on behalf of the Department of Health and the National Guard.
- b. Address: One Capitol Hill, Providence, Rhode Island, 02908, Attn: John Ryan

1.5 Demised Premises: that certain building commonly known and numbered as 1530 Davisville Road, North Kingstown, Rhode Island.

1.6 Total square footage of Building: approximately 146,000 gross rentable square feet

1.7 "Term" of Lease: Month to month tenancy, terminable by either party on not less than thirty (30) days' prior written notice to the other party.

1.8 Landlord's Improvements: None. AS-IS

1.9 Rental: \$100,000.00 per month, plus utilities

1.10 "Additional Rent": Any amounts, payments, or other charges, credits or funds due from Tenant to Landlord or others hereunder in any form whatsoever (other than Base Rental) shall be "Additional Rent" hereunder, shall be in the nature of Rental for purpose of determining

Landlord's rights and Tenant's obligations with respect thereto and shall be due and payable without deduction or setoff other than as set forth in this Lease.

SECTION 2. RENTAL, UTILITIES AND OTHER CHARGES

2.1 Rentals: Tenant shall pay the Base Rental amounts set forth in this Lease, during the applicable periods, in monthly installments. Monthly Base Rentals shall be paid in advance on the first day of each month. Base Rental for the calendar month during which a term begins or ends, if not a full month, shall be apportioned. When payments are made by check, they shall be treated as paid to Landlord on the date of receipt of the check, if the check clears; but, if the check is not paid, payment shall be deemed made only when Landlord has received good funds. The foregoing shall not limit Landlord's rights in the event of a default by Tenant. Additional Rent and other amounts or charges due to Landlord shall be paid by Tenant to Landlord in accordance with the terms and conditions of this Lease.

2.2 Utilities:

(a) Landlord shall have no responsibility or liability for delays, lapses or cessation of such utility services arising out of labor disputes, strikes, fires, storms, floods, freezing, earthquakes, explosion, civil disorders, acts of public enemy, sabotage, delays in transportation, energy or fuel shortages, unavoidable casualties, mechanical failures, or any other cause beyond its control. In any event, Landlord shall have no liability for consequential damages flowing from any delay, lapse or cessation of utility services. Landlord shall also have the right, in time of water shortage or rationing, to allocate water services among the various users thereof in such manner as is necessary and equitable or as may be required by the United States, or other governmental entities.

(b) Tenant will pay for the costs of any and all services or utilities used by it, including, without limitation, water, sewer, heat, electric, including upgrades required for Tenant's intended use of the Premises, cable, telephone and trash removal, whether obtained directly or as a pass-through from Landlord (in which case Landlord shall bill Tenant therefor and Tenant shall pay same within thirty (30) days of rendition of an invoice).

2.3 Taxes and PILOT: Commencing on the Commencement Date, Tenant shall pay Landlord, within ten (10) days of demand, as Additional Rent, its proportionate share of Taxes (as defined herein) (as defined herein).

(i) Taxes. Tenant shall pay its proportionate share of all real estate taxes, both general and special, capital assessments, fire protection assessments, rental, occupancy or use taxes and all similar taxes and assessments or any other charges or taxes for which Landlord is responsible by reason of or in any manner connected with or arising out of the ownership, possession, operation, maintenance, alteration, repair, rebuilding, use or occupancy of the Premises, Building, or Land, levied or assessed with respect to the Premises, Building, or Land, whether such taxes are general or special, ordinary or extraordinary, or foreseen, or unforeseen

(collectively referred to as "Taxes"). Upon receipt of payment by Tenant, Landlord shall promptly pay when due any such Taxes. "Taxes" shall include (a) all taxes, assessments, levies, fees, charges, licenses, permit fees and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which, at any time during the term hereof: (i) are imposed or levied upon or assessed against or measured by (A) the Premises, Building, or Land, (B) any Base Rent, Additional Rent or other sum payable hereunder, or (C) this Lease or the leasehold estate in the Premises hereby created; or (ii) arise in respect of the operation, possession or use of the Premises; (b) all sales, value added, use and similar taxes at any time levied, assessed or payable on account of the acquisition, leasing or use of the Premises; and (c) all taxes, assessments, levies, charges, fees or payments in lieu of or as a substitute for the charges or payments referred to in clauses (a) and (b) above or any part thereof. To the extent that Tenant is responsible for and is billed directly for any Taxes, Tenant will pay such Taxes when due and promptly provide evidence of such payment to Landlord.

(ii) In addition to Tenant's obligation to pay its proportionate share of Taxes as aforesaid, commencing on the Commencement Date, Tenant will make payments in lieu of taxes ("PILOT") to Landlord within ten (10) days of request therefor, pursuant to terms and conditions agreed upon from time to time by Landlord and the Town of North Kingstown. The initial payment will be based upon the current payment in lieu of taxes agreement (the "Pilot Agreement") between the Town of North Kingstown and Landlord. In addition, Tenant shall pay directly to the Town of North Kingstown taxes and assessments lawfully imposed by the Town of North Kingstown upon Tenant for personal property owned by Tenant and located upon the Premises. If at any time during the term of this Lease, another capital levy, other tax, or other charge in lieu of or in addition to any Taxes, is levied, assessed or imposed on Landlord by any governmental or quasi-governmental authority directly on this Lease or the Base Rental received hereunder, then all such taxes, assessments, levies, or charges will be deemed to be included within the term "Taxes" for the purposes hereof.

(iii) Tenant's Proportionate Share. The Tenant's proportionate share will be 100%.

(iv) The Landlord may estimate the Tenant's proportionate share of Taxes at the beginning of any calendar year and bill the Tenant for the estimated share in equal monthly installments payable with the Base Rental. In that event, promptly after the end of the calendar year, the Landlord will bill the Tenant for any balance due or remit any overpayment. Notwithstanding the foregoing, in the year in which this Lease terminates, by expiration of the term hereof or otherwise, any unpaid balances of the Tenant's proportionate share of such Taxes will forthwith be payable by the Tenant in full. The Landlord will provide the Tenant, upon written request, an annual summary of Taxes. The Tenant may then obtain from the Landlord, upon written request, such information as may be reasonably required to permit the Tenant to verify the Landlord's calculations.

(v) The Tenant will pay all taxes charged, assessed or imposed upon the personal property of the Tenant in or upon the Premises.

SECTION 3. PREMISES

Landlord, in consideration of the rents, covenants and agreements to be paid, kept and performed by Tenant as herein provided, hereby demises and leases to Tenant the Premises described above.

SECTION 4. PURPOSE

The Premises shall be used solely for an alternative medical facility subject to compliance with all applicable laws, statutes, codes and ordinances, and for no other use or purpose. Any use of the Premises in violation of this provision or the Quonset Business Park Regulations (as the same may be amended from time to time) may be enjoined by Landlord without prejudice to any other remedy therefor.

SECTION 5. RENTALS

Tenant shall pay all Base Rental and Additional Rent and other amounts and charges due to Landlord as set forth above at Landlord's address as hereinabove set forth or at such place as Landlord, from time to time, shall designate in writing.

SECTION 6. MAINTENANCE AND USE OF PREMISES

6.1 The Landlord will maintain in good condition, and will make all replacements and repairs to the roof, exterior and structural components of the Building, as well as all plumbing, electrical, HVAC and other building systems (but excluding toilets, plumbing fixtures, lighting and lighting fixtures, and any alterations made by Tenant, all of which shall be Tenant's responsibility). Landlord will not be responsible for replacing bulbs or ballasts in the Premises or for providing janitorial services to the Premises. The foregoing notwithstanding, the Tenant will be responsible for any repairs and maintenance made necessary by acts of the Tenant or the Tenant's employees, agents or invitees.

6.2 The Tenant will maintain generally in good condition and repair and keep clean the interior of the Premises (including the replacement of glass in windows and doors). Tenant, at its expense, shall also keep the Premises and all fixtures, equipment and apparatus of every kind, nature and description, in good order, condition and repair, including the replacement of integral parts thereof, reasonable wear and tear excepted. Such repairs and replacements shall be effected with all due dispatch and shall be of good and workmanlike quality. Tenant shall comply with and observe all statutes, ordinances, rules, codes, requirements, laws, regulations, orders and/or decrees of the federal, state and municipal governments, or any departments, bureaus or agencies thereof or of any insurance inspection or rating bureau, whether now in force or which may in the future be promulgated, including, but not limited to, those relating to environmental, waste products, garbage, refuse or trash, building, zoning and other matters and the provisions of the Occupational Safety and Health Act of 1970, as amended, and the regulations thereunder, and any expense resulting from such compliance shall be borne by

Tenant. The Tenant will be responsible for any repairs and maintenance made necessary by acts of the Tenant and or the Tenant's employees, agents and invitees. In addition, Tenant shall promptly remove its rubbish, waste products, garbage, refuse and trash from the Premises and the Land at its own expense. Tenant further agrees that Tenant shall: refrain from placing in the sewerage system any chemical, waste or substance which may require special treatment or may cause damage or injury to the sewerage system and pay the cost of any repair for damage to the sewerage system necessitated by any violation of this undertaking; and not enter into any service, maintenance or other contracts relating to the Premises which shall terminate after or not be terminable by Tenant upon (in which latter event, Tenant shall so terminate same) the expiration of the Term hereof. Tenant's use of the sewerage system shall be in accordance with the Quonset Development Regulations and Sewer Treatment System User Regulations (as the same may be amended from time to time).

6.3 If, because of any act or omission of the Tenant, any mechanic's or other lien, charge or order for the payment of money is filed against the Landlord or the Leased Premises, the Tenant will cause the same to be discharged of record within 60 days after written notice from the Landlord to the Tenant of the filing thereof. The Tenant will promptly notify the Landlord of any such lien, charge or order of which it may have knowledge.

6.4 Any substantial or structural alterations, improvements, repairs or additions to the Premises shall be at Tenant's expense and made in accordance with all applicable governmental laws and regulations, in a good and workmanlike manner and without any lien or encumbrance therefor and are subject to the prior written approval of Landlord. Any alterations shall become part of the Premises unless Landlord otherwise agrees in writing; and, at the expiration or termination of this Lease, shall remain on the Premises or shall be removed by Tenant (Tenant restoring any resulting damage to the Premises at its expense) as Landlord may elect; provided, however, that any alterations of Tenant so consented to by Landlord and agreed, in such consent by Landlord, to remain at the Premises at the expiration or termination of this Lease, shall not be required to be removed by Tenant. Also at the expiration or termination of this Lease, Tenant shall remove its goods and effects (including trade fixtures) and, at the request of Landlord (other than as set forth in the preceding sentence), all alterations, additions, improvements, repairs and installations, whether made in replacement of, substitution of, or addition to existing facilities, all at Tenants expense; and shall peaceably and quietly surrender to Landlord possession of the Premises and all erections and additions made to the same (as Landlord may have elected), and, in any event, Tenant shall also surrender any piping, electrical installations, switch boxes, transformers, meters, lighting fixtures, all wiring both for light and power up to the point that the same may be attached to any machines; and shall leave the Premises broom clean and in good repair, order and condition in all respects, reasonable wear and tear excepted. Tenant's obligations to observe and perform this covenant shall survive the expiration or termination of this Lease. In the event of Tenant's failure to remove any of Tenant's property from the Premises, Landlord is authorized, without liability to Tenant for loss or damages thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or retain same under Landlord'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.

6.5 Any contractors performing work on behalf of Tenant upon the Premises must be approved in writing in advance by Landlord, such approval to not be unreasonably withheld or delayed.

6.6 Tenant shall not erect or maintain upon the Premises, Building, or Land any signs, advertisements or notices unless: 1) said signs, advertisements and notices are installed according to all applicable restrictive covenants, rules and regulations and design criteria imposed by Landlord upon the Premises; 2) Tenant shall have first obtained the written approval of Landlord as to the size, design, color and location of such sign, advertisement and notice, such approval not to be unreasonably withheld, and 3) such sign, advertisement, or notice complies with all applicable federal, state, or local laws and regulations and the Quonset Development Regulations. Tenant shall be responsible for all damage to the Premises resulting from the installation, maintenance and removal of such signs, advertisements and notices.

6.7 Tenant shall not permit or commit any waste in or about the Premises, the Building, or the Land or permit any rubbish or debris to remain thereon.

6.8 Tenant shall not use or occupy or permit the Premises to be used or occupied in any unlawful manner or for any illegal purpose or in such manner as to constitute a nuisance under applicable law. Tenant and its servants, employees, agents, visitors, invitees or licensees will faithfully observe and comply with such reasonable rules and regulations as Landlord hereafter may, at any time or from time to time, make and communicate in writing to Tenant which, in the reasonable judgment of Landlord, shall be necessary for the reputation, safety, care or appearance of the Premises or the preservation of good order therein, or the operation or maintenance of the Premises or the equipment thereof.

6.9 Landlord shall not be responsible for security at the Premises.

6.10 Any personal property of the Tenant left upon the Premises or Land after the termination of the Lease may, at the election of Landlord, be removed at Tenant's expense and sold, stored or discarded, or be deemed to have been abandoned and to belong to Landlord.

SECTION 7. RIGHTS OF LANDLORD

In addition to any other rights of Landlord set forth herein, Landlord shall have the following rights, exercisable without liability to Tenant for damage or injury to property, persons or business, without effecting an eviction, constructive or actual, diminution of services, or disturbance of Tenant's use or possession or giving rise to a claim for setoff or abatement of Base Rental and Additional Rent, or excusing Tenant from the full performance of its obligations under this Lease:

a. To enter upon the Premises in accordance with Tenant's security procedures to inspect the Premises; and, during the last year of the Term, to show the Premises to prospective tenants; or, at any reasonable time, to prospective purchasers or mortgagees of the Premises;

b. If Tenant has failed to do so under Section 6, to take any and all measures, including inspection, making repairs, alterations, additions and improvements to the Premises as may be necessary for the safety, protection, improvement, or preservation of the Premises after providing at least fifteen (15) business days' notice to Tenant, it being agreed that any obligation to do so and the payment of the cost thereof shall be in accordance with the other provisions of this Lease; and

c. To temporarily close all or portions of the roads providing access to the Premises parking lot for the purpose of effecting repairs, or alterations, so long as reasonable access is provided to the Premises at all times during the Term. Landlord reserves the right to alter, close, reduce, increase, relocate and change, from time to time, driveways, roads, walkways, so long as substantially equivalent access is provided to the Premises at all times during the Term.

SECTION 8. INDEMNITY AND INSURANCE

(a) Landlord will keep the Building, at its sole cost and expense, insured during the Term and any extensions of this Lease, against loss or damage by fire and against loss or damage from other risks now or hereafter embraced by "extended coverage" and "difference in conditions coverage" in an amount equal to the full replacement value, with agreed amount endorsement.

(b) Tenant shall keep its personal property, at its sole cost and expense, insured for the mutual benefit of Landlord and Tenant, as their interests may appear, during the Term and any extensions of this Lease, against loss or damage by fire and against loss or damage by other risks now or hereafter embraced by "extended coverage" and "difference in conditions coverage" in an amount equal to the full replacement value, with agreed amount endorsement.

(c) Tenant shall maintain at its sole cost and expense, but for the mutual benefit of Landlord and Tenant, all as their interests may appear:

(i) Liability insurance against claims for property damage, bodily injury, or death, in the amount of Five Million Dollars (\$5,000,000) in respect of any one accident or occurrence;

(ii) Workers' compensation insurance in statutory amounts.

Tenant may effect for its own account any insurance not required under the provisions of this Lease.

(d) All insurance provided for in this Section 8 shall be effected under valid, enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of Rhode Island. Tenant shall furnish the Landlord with certificates of insurance for all insurance maintained hereunder, and proof of payment of premiums.

(e) All liability and property insurance policies provided by Tenant in this Section 8 shall name Landlord as an additional insured, and Tenant, as an insured, all as their respective interests may appear and shall specify that the proceeds shall be paid to Tenant. Each policy shall contain an agreement by the insurer that such policy shall not be cancelled without at least ten (10) days' prior written notice to Landlord; and that the insurer will not be subrogated to any claim any insured might otherwise have against any other insured arising out of such loss.

(f) If the Building or any part thereof is damaged by fire or other casualty, the Landlord will forthwith commence and continue with all reasonable diligence the repair of the same; provided, however, that if the Landlord so elects, then upon notice given to the Tenant not later than 20 days after such casualty, the Landlord may terminate this Lease as of the date of such casualty and a proportionate part of the rent paid in advance if any will be repaid to the Tenant. If the repair of the damage to the Premises is reasonably determined by the Landlord's architect to require more than 90 days (assuming work will be performed during normal working hours) after the date of the casualty to complete and the Tenant will be deprived of substantially all beneficial use of the Premises during that time, or such repair is not commenced within 60 days after the date of the casualty, then the Tenant may terminate this Lease as of the date of such casualty and a proportionate part of the rent paid in advance will be repaid to the Tenant. Until the Leased Premises are restored by the Landlord, there will be an equitable abatement of rent.

(g) Subject to the limits of liability set forth in R.I.G.L. 9-31-1 et. seq., the Tenant will indemnify, defend, and hold harmless the Landlord from and against all loss, cost or damage (including reasonable attorneys' fees) sustained by the Landlord, on account of: (i) damage to property or injury to persons resulting from any accident or other occurrence on or about the Land; or (ii) damage to property or injury to persons resulting from the activities of the Tenant on or about the Land or elsewhere; or (iii) the Tenant's failure to perform or fulfill any term, condition or agreement contained or referred to herein on the part of the Tenant to be performed or fulfilled.

(h) Automobile Liability Insurance: Tenant shall maintain not less than \$1,000,000 per accident for bodily injury or property damage.

SECTION 9. EMINENT DOMAIN

9.1 In the event that the entire Premises is taken or condemned by any competent authority for any public or quasi-public use or purpose, or is sold as a result of an impending taking or condemnation (a "taking"), or if a portion of the Premises is subject to a taking and, in Tenant's reasonable determination, such partial taking would make the remainder of the Premises unsuitable for Tenant's continued use thereof for the same purpose as provided in this Lease, and with substantially the same utility as prior to such taking, then in either such case, this Lease shall terminate as of the date of the taking. All compensation awarded and paid for such taking shall belong to and be the property of Landlord irrespective of the basis upon which it is awarded, Tenant hereby specifically assigning to Landlord any award or compensation for the value of Tenant's leasehold estate. Tenant may, however, claim and recover from the condemning authority, but not from Landlord, compensation for damages recoverable only by Tenant, in Tenant's own right, for or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, trade fixtures and equipment and loss of business and improvements paid for by Tenant and expenses compensable to Tenant by statute.

SECTION 10. QUIET ENJOYMENT

Tenant, subject to the terms and provisions of this Lease, on paying the Base Rental and Additional Rental, and performing all the covenants, terms and conditions in this Lease contained to be performed on the part of Tenant, may peacefully hold and enjoy the Premises during the Term hereof without any let or hindrance by Landlord or any person claiming by, through or under it. This covenant and all other covenants of the Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective ownership of Landlord's interest hereunder.

SECTION 11. SUBORDINATION ATTORNMENT AND NON-DISTURBANCE

Subject to the terms and conditions of this Section 11, this Lease is subject and subordinate to all mortgages and bond indentures which may now or hereafter affect the Premises, and to all advances made thereunder, the interest thereon, and all renewals, modifications, consolidations, replacements and extensions thereof. Alternatively, any mortgagee may elect to give the rights and interests of Tenant under this Lease priority over the lien of its mortgage by written notice thereof. In the event of such election, and upon notification by such mortgagee to Tenant to that effect, the rights and interests of Tenant under this Lease shall be deemed to have priority over the lien of said mortgage whether this Lease is dated prior to or subsequent to the date of said mortgage. In confirmation of any such subordination, Landlord shall obtain, and Tenant shall execute and deliver, within fifteen (15) business days of a request therefore, a subordination non-disturbance and attornment agreement in a commercially reasonable form. Any subordination, non-disturbance and attornment agreement shall contain a provision substantially as follows: "provided, however, anything herein to the contrary notwithstanding, Tenant upon keeping the terms, covenants and conditions to be kept by it

pursuant to the Lease and not being in default thereunder, shall have use and possession of the Premises as contemplated by the Lease and any successor in interest to Landlord shall from and after the date it succeeds to Landlord's interest in the Premises, perform Landlord's obligations in accordance with the terms of the Lease." If, in connection with obtaining financing for the Premises, a lender shall request reasonable modifications in this Lease as a condition to such financing, Tenant will not unreasonably withhold, delay or defer its consent thereto, provided that such modifications do not increase the obligations of Tenant hereunder (including, without limitation, any increase in Tenant's rental obligations) or adversely affect the leasehold interest hereby created or Tenant's use and enjoyment of the Premises. In the event that a mortgagee or any purchaser at foreclosure sale or judicial proceedings shall succeed to the interest of Landlord, this Lease, nevertheless, shall continue in full force and effect, and Tenant agrees to attorn to such mortgagee or purchaser and to recognize such mortgagee or purchaser as its Landlord.

SECTION 12. NO REPRESENTATIONS BY LANDLORD

No representations or promises with respect to the Premises, Building, or Land except as are herein expressly set forth, have been made by Landlord or any other party on Landlord's behalf (including any real estate broker), and Tenant agrees that it will have examined the Premises prior to the Commencement Date and will take the same in their condition and state of repair at the Commencement Date. The taking of possession of the Premises by Tenant shall be conclusive evidence as against Tenant that the Premises were in satisfactory condition and in conformity with the provisions of this Lease at the time such possession was so or is taken.

SECTION 13. RIGHT TO PAY MONEY TO EFFECT PERFORMANCE

If Tenant at any time or from time to time shall fail to perform any of the covenants, terms and conditions in this Lease contained to be performed on the part of Tenant, Landlord may, only in the event of emergency, immediately, or at any time thereafter during such emergency, without notice, perform the same for the account of Tenant, and in any such event, any monies paid by Landlord for such purpose shall be deemed to be Additional Rent due hereunder and shall be payable forthwith to Landlord upon rendition of an invoice therefor.

SECTION 14. ASSIGNMENT

Tenant shall not assign, mortgage, pledge or otherwise encumber this Lease or its interest herein, or sublet the whole or any part of the Premises without first obtaining on each occasion the consent in writing of Landlord. In case of any such approved assignment, the assignee shall assume in writing to Landlord the performance and observance of all the covenants, terms and conditions in this Lease contained, to be kept and performed on the part of Tenant, and such writing of assumption shall be delivered to Landlord simultaneously with such assignment. Any merger, dissolution, consolidation, or other reorganization of the Tenant or transfer of a controlling interest in Tenant will be deemed to be an assignment of the Tenant's interest in this Lease. In the event of any such approved assignment or subletting, notwithstanding any

assumption hereof by the assignee or subtenant, Tenant shall remain primarily liable for the performance of all of said covenants, terms and conditions. Notwithstanding the foregoing, if Tenant desires to assign this Lease or sublet all of the Premises, Landlord shall be notified and may elect to terminate this Lease as to the Premises in the event of a desired assignment or sublease and enter into a new lease with the intended assignee or subtenant, upon such terms as may be agreed between Landlord and such assignee or subtenant, and this Lease shall terminate as to all of the Premises upon the effectiveness of such new lease and Tenant shall be released from all liability hereunder, from and after such date. Further, in any assignment or subletting consented to by Landlord: any Base Rental and Additional Rent greater than that set forth on this Lease shall inure to the benefit of Landlord.

SECTION 15. LANDLORD'S REMEDIES

15.1 If, at any time subsequent to the date of this Lease, any one or more of the following events (an "Event of Default") shall happen, time being of the essence:

a. Tenant shall default in the due and punctual payment of any Base Rental, Additional Rent, any amount, charge or other sum due hereunder within ten (10) business days after notice from Landlord; or

b. Tenant shall neglect or fail to perform or observe any of the other covenants or agreements herein contained on the part of Tenant to be performed or observed and Tenant shall fail to remedy the same within thirty (30) business days after notice to Tenant specifying such neglect or failure, or if such Event of Default is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, Tenant shall fail to commence promptly to remedy the same and to prosecute such remedy to completion with all due diligence and continuity but in any event no longer than ninety (90) days; or

c. Tenant's leasehold interest in the Premises shall be taken on execution, by other process of law or as a result of the exercise of any creditor's rights; or

d. Tenant or any guarantor of this Lease shall make an assignment for the benefit of creditors; or

e. Tenant shall abandon the Premises for forty-five (45) consecutive days, except for reasons of public emergencies or damage to the Premises; or

f. Tenant or any guarantor of this Lease shall seek or consent to or acquiesce in the appointment of any receiver or liquidator of Tenant or of all or any substantial part of its property; or

g. A petition shall be filed by or against Tenant or any guarantor of this Lease under any law seeking any reorganization, arrangement, readjustment, composition, liquidation, dissolution, stay, injunction or other similar relief under any present or future state or federal statute, law or regulation and shall remain undismissed or unstayed for an aggregate of thirty (30) days, or if any debtor in possession (whether or not Tenant), receiver or liquidator of Tenant or of all or any substantial part of Tenant's properties or of the Premises shall be appointed without the consent or acquiescence of Tenant and such appointment shall remain undismissed or unstayed for an aggregate of sixty (60) days;

then in any such case, Landlord may terminate this Lease by notice to Tenant, specifying a date not less than ten (10) days after the giving of such notice on which this Lease shall terminate and this Lease shall come to an end on the date specified therein as fully and completely as if such date was the date herein originally fixed for the termination hereof, and Tenant shall then peacefully quit and surrender the Premises to Landlord but Tenant shall remain liable as hereafter provided. All costs and expenses incurred by or on behalf of Landlord occasioned by such Event of Default including, without limiting the foregoing generality, reasonable attorney's fees and other costs of collection, recovery of possession and the exercise of any right or remedy permitted Landlord hereunder shall be paid by Tenant.

15.2 Upon any such expiration or termination of this Lease, Tenant shall quit and peacefully surrender the Premises to Landlord, and Landlord, upon or at any time after any such expiration or termination, may without further notice, enter upon and re-enter the Premises and possess and repossess itself thereof, by summary proceedings, ejectment or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Premises and may have, hold and enjoy the Premises and the right to receive all rental income of and from the same.

15.3 At any time or from time to time after any such expiration or termination, Landlord may relet the Premises or any part thereof, in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term of this Lease) and on such conditions (which may include concessions or free rent) as Landlord, in its reasonable discretion, may determine and may collect and receive the rents therefor.

15.4 No such expiration or termination of this Lease shall relieve Tenant of its liability and obligations under this Lease, and such liability and obligations shall survive any such expiration or termination. In the event of any such expiration or termination, whether or not the Premises or any part thereof shall have been relet, Tenant shall pay to the Landlord the Base Rental, Additional Rent and all other sums, amounts and charges required to be paid by Tenant up to the time of such expiration or termination of this Lease, and thereafter Tenant, until the end of what would have been the Term of this Lease in the absence of such expiration or termination, shall be liable to Landlord for, and shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default: (a) the equivalent of the amount of the Base Rental, Additional Rent and the other sums, amounts and charges which would be payable under this