

TRIPLE NET COMMERCIAL LEASE AGREEMENT

Premises: [PREMISES ADDRESS] **Effective Date:** **Governing State:** [STATE]

This Triple Net (NNN) Commercial Lease Agreement (this "Lease") is entered into as of by and between [LANDLORD NAME], a Llc ("Landlord"), and [TENANT NAME], a Llc ("Tenant").

1. Premises

Landlord leases to Tenant the premises at [PREMISES ADDRESS] (the "Premises"), approximately [RENTABLE SQUARE FOOTAGE] rentable square feet.

2. Term

**** through **** (5 years).

1 renewal option(s) of 5 year(s) each. FMR three-appraiser procedure.

3. Base Rent

Base Rent: **** per month, payable on the 1st without demand, deduction, or offset. **This is an absolute triple net lease: in addition to Base Rent, Tenant pays all three "nets" (taxes, insurance, maintenance) as additional rent.**

3% annual escalation.

Late charge 5% + 12% interest (or max lawful).

4. Security Deposit

**** — replenishment within 10 days of draw.

5. Permitted Use

[PERMITTED USE OF THE PREMISES] and no other. Tenant obtains all permits, licenses, and certificates of occupancy.

6. NNN Expense Allocation

Three nets. In addition to Base Rent, Tenant pays pro-rata: (1) all real property taxes and assessments; (2) building property/casualty and CGL insurance premiums; (3) all operation, maintenance, repair, and replacement of Premises, building structure, roof, HVAC, plumbing, electrical, parking, landscaping, lighting, and common areas, plus a reasonable management fee.

Pro-rata share: [RENTABLE SQUARE FOOTAGE] / total building RSF (to be confirmed in writing).

Tax contests. Tenant may request contests with reasonable security; refunds allocated pro-rata.

Capital items amortized per GAAP with federal mid-term interest; only amortized portion included. Code-required or expense-reducing capital items includable; cosmetic upgrades excluded.

Exclusions from Operating Expenses: leasing commissions, legal fees for lease negotiation, financing costs, depreciation, insurance-reimbursed items, other-tenant-specific items, corporate overhead not specific to the building, late-payment penalties/interest, Tenant-unrelated environmental remediation.

7. Utilities

Tenant pays directly to providers.

8. Maintenance — Tenant Obligations

Under an NNN lease, Tenant is responsible for maintenance, repair, and replacement of the Premises and its systems, including HVAC (with service contract in Landlord's favor), plumbing, electrical, interior finishes, and non-structural components. **Landlord** remains responsible for the foundation, exterior walls, and roof structure (with the cost of non-structural roof membrane and roof repairs passed through). Alterations require consent above \$10,000 or if structural; lien-free 20-day discharge.

9. Insurance

Tenant: CGL **\$1,000,000.00/\$2,000,000.00**; property at replacement cost; 12-month business interruption; Workers' Comp; Employer's Liability \$1M. Certificates to Landlord and lender.

Waiver of subrogation on property policies.

10. Assignment / Subletting

Consent required; permitted transfers with maintained net worth; 50% profit-share.

11. Default and Remedies

5-day monetary / 30-day non-monetary cure. Remedies: termination with present-valued accelerated rent, re-entry, reletting deficiency, attorneys' fees, unamortized TIA.

12. Holdover

150% of last-month Base Rent plus consequential damages.

13. Casualty / Condemnation

180-day repair election; rent abatement; Tenant's separate condemnation award for fixtures/improvements/moving preserved.

14. SNDA obligation.

15. Estoppel

15-business-day certificate.

16. Indemnification

Mutual; waiver of consequential damages.

17. ADA allocation.

18. Environmental — CERCLA/RCRA.

Good-guy guaranty by . Force majeure with 180-day termination; rent not excused.

19. Notices

Standard commercial notices.

20. State-Specific

21. General

[STATE] law; county venue. Court resolution.

Prevailing-party fees.

Quiet enjoyment; entire agreement; severability; counterparts/ESIGN; memorandum; brokers.

Signatures

Landlord

PRINTED NAME

SIGNATURE

DATE

Tenant

PRINTED NAME

SIGNATURE

DATE

Guarantor

PRINTED NAME

SIGNATURE

DATE