

**AGREEMENT OF LEASE
BURLINGTONWORKS – 86 ST. PAUL STREET**

THIS AGREEMENT OF LEASE (this "Lease") is made as of the _____ day of _____, between GRANDVIEW FARMS, INC., a Vermont corporation, hereinafter called LANDLORD, which expression shall include its successors and assigns where the context so requires or admits, and _____, hereinafter called TENANT, which expression shall include its successors, heirs and assigns where the context so requires or admits.

WITNESSETH: For the consideration hereinafter set forth and reserved, LANDLORD does hereby lease to TENANT and TENANT does hereby hire from LANDLORD, having inspected the Premises and accepting same in an "as is" condition, on the terms and conditions hereinafter set forth for those certain Premises (hereinafter the Exclusive Space and the Shared Space described below are collectively referred to as the "PREMISES") of the land and building located at 86 St. Paul Street, Burlington, Vermont, are hereinafter collectively referred to as the "Building", more particularly described as follows:

"The portion of the Building (the "PREMISES"), consisting of approximately _____ square feet space located on the _____ floor (the "Exclusive Space") comprising part of the real property owned by LANDLORD located at 86 St. Paul Street, Burlington, Vermont (the "PROPERTY") including the Building located thereon (the "Building") together with the non-exclusive use in common with other commercial tenants on the _____ floor of the Building of the waiting/reception room, kitchenette, bathrooms and conference room located on the _____ floor of the Building (together, the "Shared Space").

1. The Lease term shall run a period of one (1) year (hereinafter the "TERM") beginning on the first day of _____ 20__ and ending on the last day of _____ 20__. Each period from _____ through _____ during the term of this Lease shall be referred to as a "Lease Year". Provided TENANT is not in default of any of the provisions of the Lease, and has not been in default (even if cured) more than twice during the TERM, TENANT shall have two (2) one (1) year options to renew the Term of this Lease (each a "Renewal Term") under the same terms and conditions, except that the rental shall increase by three percent (3%) per year, provided TENANT sends a letter by certified (return receipt requested) or registered mail to LANDLORD at least three (3) months prior to any termination date that it intends to exercise its Option. Failure to do so shall result in the automatic termination of the Lease as at the scheduled termination date. All references to the "Term" of this Lease shall include reference to the Renewal Term(s).

2. Any holding over by the TENANT shall be on a monthly basis at two hundred percent (200%) of Base Rent and shall not operate as an annual extension of the Lease.

3. TENANT shall pay to LANDLORD as base annual gross rental (hereinafter the "Base Rent") during the TERM, _____ Dollars (\$_____), payable in equal monthly installments of _____ Dollars (\$____). All Base Rent is due in advance of each month by the first of the month.

TENANT shall pay to LANDLORD on signing of this Lease a security deposit ("Security Deposit") in the amount of [●] to be held and applied by LANDLORD as security for Tenant's obligations under this Lease. There shall be no interest accumulated on the Security Deposit.

4. Included in Tenant's Base Rent is the PREMISES' share of the Building's costs including, without limitation, water, sewer, air-conditioning, heating, insurance (see below), electricity, gas, taxes, ice and snow removal, all repairs, replacements and maintenance of any kind for the Building not otherwise the obligation of TENANT, and the cost of TENANT's use and occupancy of the Shared Space. TENANT shall be responsible for furnishing and paying for the following utilities or services associated with the ordinary use of the Exclusive Space: i.e., telephone, television, cable, internet. LANDLORD shall be responsible for furnishing and paying for the janitorial, trash and recycling removal and all other utilities and services for the PREMISES.

5. During the occupancy of the PREMISES, TENANT shall perform no construction, alterations or improvements in the PREMISES without the prior, express written consent of the LANDLORD. TENANT shall be responsible for any structural or other repairs/damages caused by such alterations and/or improvements. LANDLORD's decision shall be given within ten (10) business days of receipt of the request (which decision may be conditioned upon receipt of further information and plans). TENANT shall not allow any liens, privileges or hypothecs to be placed against the PREMISES and/or the Building or any other building and lands or LANDLORD.

6. TENANT shall pay any sums due hereunder as Base Rent on the due date. If the TENANT fails or refuses to pay any such sums on the due date, or fails to cure/perform for a period of ten (10) days after written notice by LANDLORD, any of the covenants and agreements in this Lease, other than those involving the payment of sums due hereunder as Base Rent, then, upon LANDLORD's request, TENANT shall vacate the PREMISES and deliver them back to LANDLORD. Notwithstanding the foregoing, if TENANT defaults under this Lease more often than twice in the previous twelve (12) month period, then LANDLORD shall not be required to provide such notice or cure period with respect to a subsequent default before exercising its remedies hereunder. In addition, LANDLORD may enter and take possession of the PREMISES either with or without process of law and remove TENANT with or without having ended the Lease and may alter locks and other security devices at the PREMISES. TENANT waives claims for damages by reason of LANDLORD's re-entry, repossession or alteration of locks or other security devices

and for damages by reason of any lawful or wrongful eviction. LANDLORD's exercise of any of its remedies or its receipt of TENANT's keys shall not be considered an acceptance or surrender of the PREMISES by TENANT. A surrender must be agreed to in writing signed by both parties. If LANDLORD ends this Lease or ends TENANT's right to possess the PREMISES because of a default (including by any lawful or wrongful eviction), TENANT shall remain liable for all obligations hereunder to pay Base Rent to the date this Lease ends. TENANT shall also be liable for all obligations hereunder to pay Base Rent that otherwise would have been payable by TENANT during the remainder of the term of this Lease had there been no default and regardless of any lawful or wrongful eviction, reduced by an actual Base Rent LANDLORD shall receive upon reletting the PREMISES less the costs of such reletting (e.g., brokers' fees, the cost of altering locks and other security devices, the cost of removing and/or storing TENANT'S property, the cost of minor repairs, alterations, and remodeling necessary to put the PREMISES in a condition reasonably acceptable to a new tenant, and other necessary and reasonable expenses incurred by LANDLORD in enforcing its remedies). TENANT shall pay such costs within thirty (30) days of receiving LANDLORD's proper and correct invoice for the amounts unless LANDLORD elects in writing to reduce the credit applicable to TENANT for such reletting in lieu of a direct payment from TENANT. LANDLORD is not entitled to accelerated rent. Cure periods do not apply to emergencies or failure to maintain the insurance required by Paragraph 10. TENANT promises to pay, upon demand, all LANDLORD's reasonable costs, charges, and expenses, including the reasonable fees of attorneys retained by LANDLORD, reasonably and necessarily incurred in enforcing LANDLORD's obligations under this Lease or incurred in any litigation in which LANDLORD without LANDLORD's fault, may become involved or concerned by reason of any action or inaction of TENANT. In the event that TENANT does not agree that the requested sums are due LANDLORD or does not agree that it has violated any of its covenants in this Lease, then LANDLORD may commence an action for eviction and/or for any monies owing hereunder in a Court of appropriate jurisdiction. In any such Court action, the substantially prevailing party shall be entitled to recover Court costs and reasonable attorneys' fees.

7. Without waiver of any other rights or remedies by LANDLORD, if TENANT shall fail to pay, when due and payable, any sums, such unpaid amounts shall bear interest to the date of payment at the annual rate equal to the Wall Street Journal Prime Rate at the time of default plus four percent (4%).

8. TENANT shall use and occupy the PREMISES for the operation of a commercial office in compliance with all applicable laws, ordinances, codes and regulations and the Rules and Regulations attached hereto as Exhibit A, as the same may be modified from time to time by LANDLORD, and for no other purpose without first obtaining express written permission from LANDLORD, which may be withheld by LANDLORD without giving any reason.

9. TENANT shall be responsible for the costs of all interior repairs and maintenance to its Exclusive Space. LANDLORD is solely responsible for and must repair/replace and maintain (i)

the heating, air-conditioning and ventilation systems, as well as all plumbing, water systems, electrical, and other systems, which service the PREMISES and (ii) structural repairs to the Building.

10. LANDLORD shall, carry (i) casualty insurance for the Building, and (ii) commercial general liability insurance, both with such coverage and in such amounts as are customary with respect to similar commercial buildings in LANDLORD's reasonable opinion. TENANT shall carry (i) commercial general liability insurance for at least One Million Dollars (\$1,000,000) to be increased at each Renewal Term in LANDLORD's reasonable judgment and name LANDLORD as additional insured, (ii) insurance in respect of all personal property of the TENANT in, on, or about the PREMISES, in an amount not less than the full replacement cost therefor, providing protection against perils included in the standard form of "all risk" insurance policy, together with insurance against sprinkler leakage or other sprinkler damage and (iii) plate glass insurance with respect to all plate glass in the PREMISES, in an amount not less than the full replacement costs therefor. TENANT shall pay such premiums in advance of each year and shall provide LANDLORD with a certificate evidencing such insurance.

11. TENANT will indemnify LANDLORD and save it harmless from and against any and all claims, actions, damages, liability and expense (including without limitation, attorneys' fees) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, or at the PREMISES or any part thereof, or occasioned wholly or in part by any act or omission of TENANT, its agents, contractors, employees, servants, lessees or concessionaires. In case LANDLORD shall, without fault on its part, be made party to any litigation commenced by or against TENANT, then TENANT shall protect, indemnify and hold LANDLORD harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by LANDLORD in connection with such litigation.

12. TENANT hereby releases LANDLORD from any and all liability or responsibility for any loss or damage to property caused by fire or any peril, even if such fire or other casualty shall have been caused by the gross fault or gross negligence of the LANDLORD or any one for whom the LANDLORD may be responsible.

13. LANDLORD shall not be liable to TENANT for any damage, including water damage, to TENANT'S inventory or fixtures or furniture, howsoever such damage may be caused. It shall be TENANT'S responsibility to insure against said loss.

14. TENANT shall not sell, assign, transfer, mortgage, nor pledge this Lease nor any duties hereunder, nor sublet the PREMISES or any part thereof, nor change the control of TENANT (via any transfer of fifty percent (50%) or greater direct or indirect ownership or control interest in

the TENANT), or business together, all of the foregoing are collectively referred to as a "Transfer", without the express prior written consent of the LANDLORD, which consent may be withheld based upon LANDLORD'S sole discretion.

15. TENANT agrees to replace any glass in the PREMISES which may be broken from any cause whatsoever during the TERM with glass of the same kind and quality.

16. If the PREMISES or any portion thereof are made untenable by fire, the elements, or other casualty, rent for the entire PREMISES or affected portion thereof shall abate from the date of such casualty to restoration or tenant ability and LANDLORD may at its option restore the same with reasonable speed, and if LANDLORD does not so restore the PREMISES or the affected portion to tenant ability within one hundred twenty (120) days, thereafter, TENANT may then terminate this Lease, whereupon the TENANT shall have no further portion thereof as set out above and LANDLORD shall have the option of terminating this Lease with written notice to TENANT. In the case of termination, rents shall be prorated as of the date the PREMISES were rendered untenable and no further claims against the LANDLORD shall exist.

17. TENANT agrees to keep the PREMISES clean and in as good order and repair as it is at the commencement date of this Lease, ordinary wear and tear accepted. TENANT agrees to adhere to all regulations for fire, health, land use, zoning, the handicapped, and all other applicable town and governmental and other requirements (including without limitation the Americans With Disabilities Act).

18. LANDLORD and/or its agents shall have the right to enter the PREMISES during business hours and on one (1) day's notice, except for emergencies in which case such notice requirements is waived, to examine same, and to show them to prospective purchasers or lessees of the building, and to make such repairs, alterations, improvements or additions as LANDLORD may deem necessary or desirable.

19. The waiver by LANDLORD of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein. The subsequent acceptance of rent hereunder by LANDLORD shall not be deemed to be a waiver of any preceding breach by TENANT of any term, covenant or conditions of this Lease, other than the failure of TENANT to pay the particular rental so accepted regardless of LANDLORD'S knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or conditions of this Lease shall be deemed to have been waived by LANDLORD, unless such waiver is in writing by LANDLORD.

20. The delivery of notices provided for herein shall be effective only if any such notice is delivered to:

LANDLORD:

GRANDVIEW FARMS, INC.

P.O. Box 1304

Burlington, Vermont 05402-1304

TENANT:

Mailing of the same so addressed, by United States registered or certified mail, postage prepaid, shall constitute delivery. Either party may, by notice as aforesaid, designate a different address for notices.

21. This Lease may not be altered, changed or cancelled except upon a written document to such effect duly signed by all parties hereto. This Lease shall inure to the benefit of, and be binding upon the parties and their heirs, successors and permitted assigns. This Lease shall be enforced and construed in accordance with the laws of the State of Vermont. TENANT hereby consents to the jurisdiction of the federal and state courts of the State of Vermont in any dispute or claim under this Lease.

22. Upon request, either party will deliver to the requesting party within ten (10) business days after receiving a written request by the other party an estoppel certificate which may be relied upon by the requesting party and any third party with whom the requesting party is dealing, which shall certify (i) the accuracy of the Lease document, (ii) the beginning and end dates of the Lease, (iii) that the Lease is unmodified and in full force and effect or in full effect as modified, stating the date and nature of the modification, (iv) whether the answering party has knowledge that the requesting party is in default or whether the answering party has any claims or demands against the requesting party and, if so, specifying the default, claim or demand, and (v) to other correct and reasonably ascertained facts that are covered by the Lease terms.

IN WITNESS WHEREOF, LANDLORD AND TENANT, hereunto set our hands and seal this _____ day of _____.

WITNESSED:

LANDLORD: GRANDVIEW FARMS, INC

By:

Witness

_____, **Duly Authorized Agent**

STATE OF VERMONT COUNTY of Chittenden, SS.

AT Burlington, in said County, this ___th day of _____, personally appeared Marian E. Fritz, duly authorized representative of GRANDVIEW FARMS, INC., and she acknowledged the foregoing instrument by her seal and subscribed on behalf of said company to be her free act and deed and the free act and deed of said Company.

BEFORE ME:

Notary Public

My commission expires: _____