

## LEASE ADDENDUM

THIS LEASE ADDENDUM (the "Addendum") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (the "Landlord") and \_\_\_\_\_ (the "Tenant").

Landlord and Tenant are parties to that certain Lease dated as of \_\_\_\_\_ (the "Lease"), which Lease is incorporated herein by this reference.

Notwithstanding anything in the Lease to the contrary:

1. Landlord is: \_\_\_\_\_.
2. Tenant is: \_\_\_\_\_.
3. The property being leased by Landlord to Tenant, and from Landlord by Tenant, is the property commonly known as \_\_\_\_\_, as more fully described on the attached Exhibit A (legal description) (the "Project Property").
4. Provided Tenant is not then in default, Tenant is hereby granted an option to renew the Lease for an additional term of \_\_\_\_\_ (\_\_\_\_) year(s) upon expiration of the initial term of the Lease. Accordingly, the term of the Lease, including any options to renew exercisable by Tenant, is at least twenty (20) years from the date of funding of that certain U.S. Small Business Administration Loan No. \_\_\_\_\_ (the "504 Loan").
5. The rent payable by Tenant under the Lease is limited to:
  - a. Debt service payable to \_\_\_\_\_ Interim/Third Party Lender \_\_\_\_\_ on its loan(s) in the aggregate principal amount of \$ \_\_\_\_\_, as the same may be refinanced from time to time;
  - b. Debt service payable to \_\_\_\_\_ Business Finance Group Inc. \_\_\_\_\_ ("CDC") and the U.S. Small Business Administration (the "SBA") on the 504 Loan;
  - c. Debt service payable to \_\_\_\_\_ Lienholder for any approved junior financing \_\_\_\_\_ on its loan(s) in the aggregate principal amount of \$ \_\_\_\_\_, as the same may be refinanced from time to time; and
  - d. Real estate and rental taxes, association fees/dues, utilities, insurance, and reasonable repair/replacement reserves to the extent that Tenant, in accordance with the Lease, is not paying any or all of such items.
6. Landlord and Tenant shall not enter into any leases with third parties for any portion of the Project Property without the prior approval of CDC and unless such leases either are subleases from Tenant or will be converted to subleases from Tenant and expressly subject to the Lease.
7. The Lease is and shall be subordinate to any deed of trust, mortgage or trust indenture now or hereafter placed on the Project Property, including but not limited to the deed of trust, mortgage or trust indenture securing the 504 Loan.
8. Tenant agrees to comply with any applicable condominium or office/industrial park documents and rules and regulations. Tenant's failure to comply with such documents or

rules and regulations will be a default under the Lease and the condominium or office/industrial park has the power to terminate the Lease or to bring summary proceedings to evict Tenant in the name of Landlord.

9. In the event that any assignee of the Lease, including but not limited to CDC and/or SBA, enforces its remedies provided for by law or by an assignment of the Lease, Tenant will, upon request of any person or entity succeeding to the interest of Landlord as a result of such enforcement, automatically become the tenant of such successor-in-interest, without change in the terms or other provisions of the Lease; provided, however, that the successor-in-interest shall not be bound by (a) any payment of rent or additional rent for more than one (1) month in advance, except prepayments in the nature of security for the performance by Tenant of its obligations under the Lease if such assignee or successor-in-interest has acknowledged in writing actual receipt of such prepayments; or (b) any amendment or modification of the Lease made without the consent of such assignee or successor-in-interest. Tenant also agrees, upon request by the assignee or successor-in-interest, to execute and deliver a document(s) confirming such attornment.

ADD ANY OTHER CLAUSES AS APPROPRIATE

Insert Enforceable Signature Blocks for Landlord and Tenant

Insert Acknowledgment for Notary Public

ADD LEGAL DESCRIPTION OF PROJECT PROPERTY