SAMPLE COMMERCIAL SUB LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into [DATE], by and between

[NAME], whose address is [ADDRESS], (hereinafter referred to as

"Landlord"), and [NAME], whose address is [ADDRESS], (hereinafter referred

to as "Tenant").

ARTICLE I - GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the property described in Exhibit "A" attached hereto and by reference made a part hereof (the "Leased Premises"), together with, as part of the parcel, all improvements located thereon.

ARTICLE II - LEASE TERM

Section l. Total Term of Lease. The term of this Lease shall begin on the commencement date, as defined in Section 2 of this Article II, and shall terminate on [DATE].

Section 2. Commencement Date. The "Commencement Date" shall mean the date on which the Tenant shall commence to conduct business on the Leased remised, so long as such date is not in excess of sixty (60) days subsequent to execution hereof.

ARTICLE III - EXTENSIONS

The parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

ARTICLE IV - DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

Section 1. Annual Rent. Annual rent for the term of the Lease shall be [AMOUNT] Dollars ($[#]), plus applicable sales tax.

Section 2. Payment of Yearly Rent. The annual rent shall be payable in advance in equal monthly installments of one-twelfth (1/12th) of the total yearly rent, which shall be [AMOUNT] Dollars ($[#]), on the first day of each and every calendar month during the term hereof, and prorata for the

fractional portion of any month, except that on the first day of the

calendar month immediately following the Commencement Date, the Tenant

shall also pay to the Landlord rent at the said rate for any portion of the

preceding calendar month included in the term of this Lease.

Reference to yearly rent hereunder shall not be implied or construed to the

effect that this Lease or the obligation to pay rent hereunder is from year

to year, or for any term shorter than the existing Lease term, plus any

extensions as may be agreed upon.

A late fee in the amount of [AMOUNT] Dollars ($[#]) shall be assessed if

payment is not postmarked or received by Landlord on or before the tenth

day of each month.

ARTICLE V - SECURITY DEPOSIT

The Tenant has deposited with the Landlord the sum of [AMOUNT] Dollars

($[#]) as security for the full and faithful performance by the Tenant of

all the terms of this lease required to be performed by the Tenant. Such

sum shall be returned to the Tenant after the expiration of this lease,

provided the Tenant has fully and faithfully carried out all of its terms.

In the event of a bona fide sale of the property of which the leased

premises are a part, the Landlord shall have the right to transfer the

security to the purchaser to be held under the terms of this lease, and the

Landlord shall be released from all liability for the return of such

security to the Tenant.

ARTICLE VI - TAXES

Section l. Personal Property Taxes. The Tenant shall be liable for all

taxes levied against any leasehold interest of the Tenant or personal

property and trade fixtures owned or placed by the Tenant in the Leased

Premises.

Section 2. Real Estate Taxes. During the continuance of this lease

Landlord shall deliver to Tenant a copy of any real estate taxes and

assessments against the Leased Property. From and after the Commencement

Date, the Tenant shall pay to Landlord not later than twenty-one (21) days

after the day on which the same may become initially due, all real estate

taxes and assessments applicable to the Leased Premises, together with any

interest and penalties lawfully imposed thereon as a result of Tenant's

late payment thereof, which shall be levied upon the Leased Premises during

the term of this Lease.

Section 3. Contest of Taxes. The Tenant, at its own cost and expense,

may, if it shall in good faith so desire, contest by appropriate

proceedings the amount of any personal or real property tax. The Tenant

may, if it shall so desire, endeavor at any time or times, by appropriate

proceedings, to obtain a reduction in the assessed valuation of the Leased

Premises for tax purposes. In any such event, if the Landlord agrees, at

the request of the Tenant, to join with the Tenant at Tenant's expense in

said proceedings and the Landlord agrees to sign and deliver such papers

and instruments as may be necessary to prosecute such proceedings, the

Tenant shall have the right to contest the amount of any such tax and the

Tenant shall have the right to withhold payment of any such tax, if the

statute under which the Tenant is contesting such tax so permits.

Section 4. Payment of Ordinary Assessments. The Tenant shall pay all

assessments, ordinary and extraordinary, attributable to or against the

Leased Premises not later than twenty-one (21) days after the day on which

the same became initially due. The Tenant may take the benefit of any law

allowing assessments to be paid in installments and in such event the

Tenant shall only be liable for such installments of assessments due during

the term hereof.

Section 5. Changes in Method of Taxation. Landlord and Tenant further

agree that if at any time during the term of this Lease, the present method

of taxation or assessment of real estate shall be changed so that the whole

or any part of the real estate taxes, assessment or governmental

impositions now levied, assessed or imposed on the Leased Premises shall,

in lieu thereof, be assessed, levied, or imposed wholly or in part, as a

capital levy or otherwise upon the rents reserved herein or any part

thereof, or as a tax, corporation franchise tax, assessment, levy or

charge, or any part thereof, measured by or based, in whole or in part,

upon the Leased Premises or on the rents derived therefrom and imposed upon

the Landlord, then the Tenant shall pay all such taxes, assessments,

levies, impositions, or charges. Nothing contained in this Lease shall

require the Tenant to pay an estate, inheritance, succession, capital levy,

corporate franchise, gross receipts, transfer or income tax of the

Landlord, nor shall any of the same be deemed real estate taxes as defined

herein unless the same be imposed in lieu of the real estate taxes.

ARTICLE VII - CONSTRUCTION AND COMPLETION

Section 1. Improvements by TENANT. Tenant may have prepared plans and

specifications for the construction of improvements, and, if so, such plans

and specifications are attached hereto as Exhibit "B" and incorporated

herein by reference. Tenant shall obtain all certificates, permits,

licenses and other authorizations of governmental bodies or authorities

which are necessary to permit the construction of the improvements on the

demised premises and shall keep the same in full force and effect at

Tenant's cost.

Tenant shall negotiate, let and supervise all contracts for the furnishing

of services, labor, and maerials for the construction of the improvements

on the demised premises at its cost. All such contracts shall require the

contracting party to guarantee performance and all workmanship and

materials installed by it for a period of one year following the date of

completion of construction. Tenant shall cause all contracts to be fully

and completely performed in a good and workmanlike manner, all to the

effect that the improvements shall be fully and completely constructed and

installed in accordance with good engineering and construction practice.

During the course of construction, Tenant shall, at its cost, keep in full

force and effect a policy of builder's risk and liability insurance in a

sum equal, from time to time, to three times the amount expended for

construction of the improvements. All risk of loss or damage to the

improvements during the course of construction shall be on Tenant with the

proceeds from insurance thereon payable to Landlord.

Upon completion of construction, Tenant shall, at its cost, obtain an

occupancy permit and all other permits or licenses necessary for the

occupancy of the improvements and the operation of the same as set out

herein and shall keep the same in force.

Nothing herein shall alter the intent of the parties that Tenant shall be

fully and completely responsible for all aspects pertaining to the

construction of the improvements of the demised premises and for the

payment of all costs associated therewith. Landlord shall be under no duty

to investigate or verify Tenant's compliance with the provision herein.

Moreover, neither Tenant nor any third party may construe the permission

granted Tenant hereunder to create any responsibility on the part of the

Landlord to pay for any improvements, alterations or repairs occasioned by

the Tenant. The Tenant shall keep the property free and clear of all liens

and, should the Tenant fail to do so, or to have any liens removed from the

property within fourteen (14) days of notification to do so by the Landlord

, in addition to all other remedies available to the Landlord , the Tenant

shall indemnify and hold the Landlord harmless for all costs and expenses,

including attorney's fees, occasioned by the Landlord in having said lien

removed from the property; and, such costs and expenses shall be billed to

the Tenant monthly and shall be payable by the Tenant with that month's

regular monthly rental as additional reimburseable expenses to the Landlord

by the Tenant.

Section 2. Utilities. Tenant shall pay for all water, sanitation, sewer,

electricity, light, heat, gas, power, fuel, janitorial, and other services

incident to Tenant's use of the Leased Premises, whether or not the cost

thereof be a charge or imposition against the Leased Premises.

ARTICLE VIII - OBLIGATIONS FOR REPAIRS

Section 1. LANDLORD'S Repairs. Subject to any provisions herein to the

contrary, and except for maintenance or replacement necessitated as the

result of the act or omission of sublessees, licensees or contractors, the

Landlord shall be required to repair only defects, deficiencies, deviations

or failures of materials or workmanship in the building. The Landlord shall

keep the Leased Premises free of such defects, deficiencies, deviations or

failures during the first twelve (12) months of the term hereof.

Section 2. TENANT'S Repairs. The Tenant shall repair and maintain the

Leased Premises in good order and condition, except for reasonable wear and

tear, the repairs required of Landlord pursuant hereto, and maintenance or

replacement necessitated as the result of the act or omission or negligence

of the Landlord, its employees, agents, or contractors.

Section 3. Requirements of the Law. The Tenant agrees that if any

federal, state or municipal government or any department or division

thereof shall condemn the Leased Premises or any part thereof as not in

conformity with the laws and regulations relating to the construction

thereof as of the commencement date with respect to conditions latent or

otherwise which existed on the Commencement Date, or, with respect to items

which are the Landlord's duty to repair pursuant to Section 1 and 3 of this

Article; and such federal, state or municipal government or any other

department or division thereof, has ordered or required, or shall hereafter

order or require, any alterations or repairs thereof or installations and

repairs as may be necessary to comply with such laws, orders or

requirements (the validity of which the Tenant shall be entitled to

contest); and if by reason of such laws, orders or the work done by the

Landlord in connection therewith, the Tenant is deprived of the use of the

Leased Premises, the rent shall be abated or adjusted, as the case may be,

in proportion to that time during which, and to that portion of the Leased

Premises of which, the Tenant shall shall be deprived as a result thereof,

and the Landlord shall be obligated to make such repairs, alterations or

modifications at Landlord's expense.

All such rebuilding, altering, installing and repairing shall be done in

accordance with Plans and Specifications approved by the Tenant, which

approval shall not be unreasonably withheld. If, however, such

condemnation, law, order or requirement, as in this Article set forth,

shall be with respect to an item which shall be the Tenant's obligation to

repair pursuant to Section 2 of this Article VII or with respect to

Tenant's own costs and expenses, no abatement or adjustment of rent shall

be granted; provided, however, that Tenant shall also be entitled to

contest the validity thereof.

Section 4. TENANT'S Alterations. The Tenant shall have the right, at its

sole expense, from time to time, to redecorate the Leased Premises and to

make such non-structural alterations and changes in such parts thereof as

the Tenant shall deem expedient or necessary for its purposes; provided,

however, that such alterations and changes shall neither impair the

structural soundness nor diminish the value of the Leased Premises. The

Tenant may make structural alterations and additions to the Leased Premises

provided that Tenant has first obtained the consent thereto of the Landlord

in writing. The Landlord agrees that it shall not withhold such consent

unreasonably. The Landlord shall execute and deliver upon the request of

the Tenant such instrument or instruments embodying the approval of the

Landlord which may be required by the public or quasi public authority for

the purpose of obtaining any licenses or permits for the making of such

alterations, changes and/or installations in, to or upon the Leased

Premises and the Tenant agrees to pay for such licenses or permits.

Section 5. Permits and Expenses. Each party agrees that it will procure

all necessary permits for making any repairs, alterations, or other

improvements for installations, when applicable. Each Party hereto shall

give written notice to the other party of any repairs required of the other

pursuant to the provisions of this Article and the party responsible for

said repairs agrees promptly to commence such repairs and to prosecute the

same to completion diligently, subject, however, to the delays occasioned

by events beyond the control of such party.

Each party agrees to pay promptly when due the entire cost of any work done

by it upon the Leased Premises so that the Leased Premises at all times

shall be free of liens for labor and materials. Each party further agrees

to hold harmless and indemnify the other party from and against any and all

injury, loss, claims or damage to any person or property occasioned by or

arising out of the doing of any such work by such party or its employees,

agents or contractors. Each party further agrees that in doing such work

that it will employ materials of good quality and comply with all

governmental requirements, and perform such work in a good and workmanlike

manner.

ARTICLE IX - TENANT'S COVENANTS

Section 1. TENANT's Covenants. Tenant covenants and agrees as follows:

a. To procure any licenses and permits required for any use made of the

Leased Premises by Tenant, and upon the expiration or termination of this

Lease, to remove its goods and effects and those of all persons claiming

under it, and to yield up peaceably to Landlord the Leased Premises in good

order, repair and condition in all respects; excepting only damage by fire

and casualty covered by Tenant's insurance coverage, structural repairs

(unless Tenant is obligated to make such repairs hereunder) and reasonable

wear and tear;

b. To permit Landlord and its agents to examine the Leased Premises at

reasonable times and to show the Leased Premises to prospective purchasers

of the Building and to provide Landlord, if not already available, with a

set of keys for the purpose of said examination, provided that Landlord

shall not thereby unreasonably interfere with the conduct of Tenant's

business;

c. To permit Landlord to enter the Leased Premises to inspect such

repairs, improvements, alterations or additions thereto as may be required

under the provisions of this Lease. If, as a result of such repairs,

improvements, alterations, or additions, Tenant is deprived of the use of

the Leased Premises, the rent shall be abated or adjusted, as the case may

be, in proportion to that time during which, and to that portion of the

Leased Premises of which, Tenant shall be deprived as a result thereof.

ARTICLE X - INDEMNITY BY TENANT

Section l. Indemnity and Public Liability. The Tenant shall save Landlord

harmless and indemnify Landlord from all injury, loss, claims or damage to

any person or property while on the Leased Premises, unless caused by the

willful acts or omissions or gross negligence of Landlord, its employees,

agents, licensees or contractors. Tenant shall maintain, with respect to

the Leased Premises, public liability insurance with limits of not less

than one million dollars for injury or death from one accident and

$250,000.00 property damage insurance, insuring Landlord and Tenant against

injury to persons or damage to property on or about the Leased Premises. A

copy of the policy or a certificate of insurance shall be delivered to

Landlord on or before the commencement date and no such policy shall be

cancellable without ten (10) days prior written notice to Landlord.

ARTICLE XI - USE OF PROPERTY BY TENANT

Section 1. Use. The Leased Premises may be occupied and used by Tenant

exclusively as a [DESCRIBE], to be known as a [DESCRIBE] .

Nothing herein shall give Tenant the right to use the property for any

other purpose or to sublease, assign, or license the use of the property to

any sublessee, assignee, or licensee, which or who shall use the property

for any other use.

ARTICLE XII - SIGNAGE

Section l. Exterior Signs. Tenant shall have the right, at its sole risk

and expense and in conformity with applicable laws and ordinances, to erect

and thereafter, to repair or replace, if it shall so elect signs on any

portion of the Leased Premises, providing that Tenant shall remove any such

signs upon termination of this lease, and repair all damage occasioned

thereby to the Leased Premises.

Section 2. Interior Signs. Tenant shall have the right, at its sole risk

and expense and in conformity with applicable laws and ordinances, to

erect, maintain, place and install its usual and customary signs and

fixtures in the interior of the Leased Premises.

ARTICLE XIII - INSURANCE

Section 1. Insurance Proceeds. In the event of any damage to or

destruction of the Leased Premises, Tenant shall adjust the loss and settle

all claims with the insurance companies issuing such policies. The parties

hereto do irrevocably assign the proceeds from such insurance policies for

the purposes hereinafter stated to any institutional first mortgagee or to

Landlord and Tenant jointly, if no institutional first mortgagee then holds

an interest in the Leased Premises. All proceeds of said insurance shall be

paid into a trust fund under the control of any institutional first

mortgagee, or of Landlord and Tenant if no institutional first mortgagee

then holds an interest in the Leased Premises, for repair, restoration,

rebuilding or replacement, or any combination thereof, of the Leased

Premises or of the improvements in the Leased Premises. In case of such

damage or destruction, Landlord shall be entitled to make withdrawals from

such trust fund, from time to time, upon presentation of:

a. bills for labor and materials expended in repair, restoration,

rebuilding or replacement, or any combination thereof;

b. Landlord's sworn statement that such labor and materials for which

payment is being made have been furnished or delivered on site; and

c. the certificate of a supervising architect (selected by Landlord and

Tenant and approved by an institutional first mortgagee, if any, whose fees

will be paid out of said insurance proceeds) certifying that the work being

paid for has been completed in accordance with the Plans and Specifications

previously approved by Landlord , Tenant and any institutional first

mortgagee in a first class, good and workmanlike manner and in accordance

with all pertinent governmental requirements.

Any insurance proceeds in excess of such proceeds as shall be necessary for

such repair, restoration, rebuilding, replacement or any combination

thereof shall be the sole property of Landlord subject to any rights

therein of Landlord's mortgagee, and if the proceeds necessary for such

repair, restoration, rebuilding or replacement, or any combination thereof

shall be inadequate to pay the cost thereof, Tenant shall suffer the

deficiency.

Section 2. Subrogation. Landlord and Tenant hereby release each other, to

the extent of the insurance coverage provided hereunder, from any and all

liability or responsibility (to the other or anyone claiming through or

under the other by way of subrogation or otherwise) for any loss to or

damage of property covered by the fire and extended coverage insurance

policies insuring the Leased Premises and any of Tenant's property, even if

such loss or damage shall have been caused by the fault or negligence of

the other party.

Section 3. Contribution. Tenant shall reimburse Landlord for all insurance

premiums connected with or applicable to the Leased Premises for whatever

insurance policy the Landlord , at its sole and exclusive option, should

select.

ARTICLE XIV - DAMAGE TO DEMISED PREMISES

Section 1. Abatement or Adjustment of Rent. If the whole or any part of

the Leased Premises shall be damaged or destroyed by fire or other casualty

after the execution of this Lease and before the termination hereof, then

in every case the rent reserved in Article IV herein and other charges, if

any, shall be abated or adjusted, as the case may be, in proportion to that

portion of the Leased Premises of which Tenant shall be deprived on account

of such damage or destruction and the work of repair, restoration,

rebuilding, or replacement or any combination thereof, of the improvements

so damaged or destroyed, shall in no way be construed by any person to

effect any reduction of sums or proceeds payable under any rent insurance

policy.

Section 2. Repairs and Restoration. Landlord agrees that in the event of

the damage or destruction of the Leased Premises, Landlord forthwith shall

proceed to repair, restore, replace or rebuild the Leased Premises

(excluding Tenant's leasehold improvements), to substantially the condition

in which the same were immediately prior to such damage or destruction. The

Landlord thereafter shall diligently prosecute said work to completion

without delay or interruption except for events beyond the reasonable

control of Landlord . Notwithstanding the foregoing, if Landlord does not

either obtain a building permit within ninety (90) days of the date of such

damage or destruction, or complete such repairs, rebuilding or restoration

and comply with conditions (a), (b) and (c) in Section 1 of Article XIII

within nine (9) months of such damage or destruction, then Tenant may at

any time thereafter cancel and terminate this Lease by sending ninety (90)

days written notice thereof to Landlord , or, in the alternative, Tenant

may, during said ninety (90) day period, apply for the same and Landlord

shall cooperate with Tenant in Tenant's application. Notwithstanding the

foregoing, if such damage or destruction shall occur during the last year

of the term of this Lease, or during any renewal term, and shall amount to

twenty-five (25%) percent or more of the replacement cost, (exclusive of

the land and foundations), this Lease, except as hereinafter provided in

Section 3 of Article XV, may be terminated at the election of either

Landlord or Tenant, provided that notice of such election shall be sent by

the party so electing to the other within thirty (30) days after the

occurrence of such damage or destruction. Upon termination, as aforesaid,

by either party hereto, this Lease and the term thereof shall cease and

come to an end, any unearned rent or other charges paid in advance by

Tenant shall be refunded to Tenant, and the parties shall be released

hereunder, each to the other, from all liability and obligations hereunder

thereafter arising.

ARTICLE XV - CONDEMNATION

Section 1. Total Taking. If, after the execution of this Lease and prior

to the expiration of the term hereof, the whole of the Leased Premises

shall be taken under power of eminent domain by any public or private

authority, or conveyed by Landlord to said authority in lieu of such

taking, then this Lease and the term hereof shall cease and terminate as of

the date when possession of the Leased Premises shall be taken by the

taking authority and any unearned rent or other charges, if any, paid in

advance, shall be refunded to Tenant.

Section 2. Partial Taking. If, after the execution of this Lease and

prior to the expiration of the term hereof, any public or private authority

shall, under the power of eminent domain, take, or Landlord shall convey to

said authority in lieu of such taking, property which results in a

reduction by fifteen (15%) percent or more of the area in the Leased

Premises, or of a portion of the Leased Premises that substantially

interrupts or substantially obstructs the conducting of business on the

Leased Premises; then Tenant may, at its election, terminate this Lease by

giving Landlord notice of the exercise of Tenant's election within thirty

(30) days after Tenant shall receive notice of such taking. In the event of

termination by Tenant under the provisions of Section 1 of this Article XV,

this Lease and the term hereof shall cease and terminate as of the date

when possession shall be taken by the appropriate authority of that portion

of the Entire Property that results in one of the above takings, and any

unearned rent or other charges, if any, paid in advance by Tenant shall be

refunded to Tenant.

Section 3. Restoration. In the event of a taking in respect of which

Tenant shall not have the right to elect to terminate this Lease or, having

such right, shall not elect to terminate this Lease, this Lease and the

term thereof shall continue in full force and effect and Landlord , at

Landlord's sole cost and expense, forthwith shall restore the remaining

portions of the Leased Premises, including any and all improvements made

theretofore to an architectural whole in substantially the same condition

that the same were in prior to such taking. A just proportion of the rent

reserved herein and any other charges payable by Tenant hereunder,

according to the nature and extent of the injury to the Leased Premises and

to Tenant's business, shall be suspended or abated until the completion of

such restoration and thereafter the rent and any other charges shall be

reduced in proportion to the square footage of the Leased Premises

remaining after such taking.

Section 4. The Award. All compensation awarded for any taking, whether

for the whole or a portion of the Leased Premises, shall be the sole

property of the Landlord whether such compensation shall be awarded for

diminution in the value of, or loss of, the leasehold or for diminution in

the value of, or loss of, the fee in the Leased Premises, or otherwise.

The Tenant hereby assigns to Landlord all of Tenant's right and title to

and interest in any and all such compensation. However, the Landlord shall

not be entitled to and Tenant shall have the sole right to make its

independent claim for and retain any portion of any award made by the

appropriating authority directly to Tenant for loss of business, or damage

to or depreciation of, and cost of removal of fixtures, personalty and

improvements installed in the Leased Premises by, or at the expense of

Tenant, and to any other award made by the appropriating authority directly

to Tenant.

Section 5. Release. In the event of any termination of this Lease as the

result of the provisions of this Article XV, the parties, effective as of

such termination, shall be released, each to the other, from all liability

and obligations thereafter arising under this lease.

ARTICLE XVI - DEFAULT

Section 1. LANDLORD'S Remedies. In the event that:

a. Tenant shall on three or more occasions be in default in the payment of

rent or other charges herein required to be paid by Tenant (default herein

being defined as payment received by Landlord ten or more days subsequent

to the due date), regardless of whether or not such default has occurred on

consecutive or non-consecutive months; or

b. Tenant has caused a lien to be filed against the Landlord's property

and said lien is not removed within thirty (30) days of recordation

thereof; or

c. Tenant shall default in the observance or performance of any of the

covenants and agreements required to be performed and observed by Tenant

hereunder for a period of thirty (30) days after notice to Tenant in

writing of such default (or if such default shall reasonably take more than

thirty (30) days to cure, Tenant shall not have commenced the same within

the thirty (30) days and diligently prosecuted the same to completion); or

d. Sixty (60) days have elapsed after the commencement of any proceeding

by or against Tenant, whether by the filing of a petition or otherwise,

seeking any reorganization, arrangement, composition, readjustment,

liquidation, dissolution or similar relief under the present or future

Federal Bankruptcy Act or any other present or future applicable federal,

state or other statute or law, whereby such proceeding shall not have been

dismissed (provided, however, that the non-dismissal of any such proceeding

shall not be a default hereunder so long as all of Tenant's covenants and

obligations hereunder are being performed by or on behalf of Tenant); then

Landlord shall be entitled to its election (unless Tenant shall cure such

default prior to such election), to exercise concurrently or successively,

any one or more of the following rights:

I. Terminate this Lease by giving Tenant notice of termination, in which

event this Lease shall expire and terminate on the date specified in such

notice of termination, with the same force and effect as though the date so

specified were the date herein originally fixed as the termination date of

the term of this Lease, and all rights of Tenant under this Lease and in

and to the Premises shall expire and terminate, and Tenant shall remain

liable for all obligations under this Lease arising up to the date of such

termination, and Tenant shall surrender the Premises to Landlord on the

date specified in such notice; or

ii. Terminate this Lease as provided herein and recover from Tenant all

damages Landlord may incur by reason of Tenant's default, including,

without limitation, a sum which, at the date of such termination,

represents the then value of the excess, if any, of (a) the Minimum Rent,

Percentage Rent, Taxes and all other sums which would have been payable

hereunder by Tenant for the period commencing with the day following the

date of such termination and ending with the date herein before set for the

expiration of the full term hereby granted, over (b) the aggregate

reasonable rental value of the Premises for the same period, all of which

excess sum shall be deemed immediately due and payable; or

iii. Without terminating this Lease, declare immediately due and payable

all Minimum Rent, Taxes, and other rents and amounts due and coming due

under this Lease for the entire remaining term hereof, together with all

other amounts previously due, at once; provided, however, that such payment

shall not be deemed a penalty or liquidated damages but shall merely

constitute payment in advance of rent for the remainder of said term. Upon

making such payment, Tenant shall be entitled to receive from Landlord all

rents received by Landlord from other assignees, tenants, and subtenants on

account of said Premises during the term of this Lease, provided that the

monies to which tenant shall so become entitled shall in no event exceed

the entire amount actually paid by Tenant to Landlord pursuant to the

preceding sentence less all costs, expenses and attorney's fees of Landlord

incurred in connection with the reletting of the Premises; or

iv. Without terminating this Lease, and with or without notice to Tenant,

Landlord may in its own name but as agent for Tenant enter into and upon

and take possession of the Premises or any part thereof, and, at landlord's

option, remove persons and property therefrom, and such property, if any,

may be removed and stored in a warehouse or elsewhere at the cost of, and

for the account of Tenant, all without being deemed guilty of trespass or

becoming liable for any loss or damage which may be occasioned thereby, and

Landlord may rent the Premises or any portion thereof as the agent of

Tenant with or without advertisement, and by private negotiations and for

any term upon such terms and conditions as Landlord may deem necessary or

desirable in order to relet the Premises. Landlord shall in no way be

responsible or liable for any rental concessions or any failure to rent the

Premises or any part thereof, or for any failure to collect any rent due

upon such reletting. Upon such reletting, all rentals received by Landlord

from such reletting shall be applied: first, to the payment of any

indebtedness (other than any rent due hereunder) from Tenant to Landlord;

second, to the payment of any costs and expenses of such reletting,

including, without limitation, brokerage fees and attorney's fees and costs

of alterations and repairs; third, to the payment of rent and other charges

then due and unpaid hereunder; and the residue, if any shall be held by

Landlord to the extent of and for application in payment of future rent as

the same may become due and payable hereunder. In reletting the Premises as

aforesaid, Landlord may grant rent concessions and Tenant shall not be

credited therefor. If such rentals received from such reletting shall at

any time or from time to time be less than sufficient to pay to Landlord

the entire sums then due from Tenant hereunder, Tenant shall pay any such

deficiency to Landlord. Such deficiency shall, at Landlord's option, be

calculated and paid monthly. No such reletting shall be construed as an

election by Landlord to terminate this Lease unless a written notice of

such election has been given to Tenant by Landlord. Notwithstanding any

such reletting without termination, Landlord may at any time thereafter

elect to terminate this Lease for any such previous default provided same

has not been cured; or

v. Without liability to Tenant or any other party and without constituting

a constructive or actual eviction, suspend or discontinue furnishing or

rendering to Tenant any property, material, labor, Utilities or other

service, whether Landlord is obligated to furnish or render the same, so

long as Tenant is in default under this Lease; or

vi. Allow the Premises to remain unoccupied and collect rent from Tenant

as it comes due; or

vii. Foreclose the security interest described herein, including the

immediate taking of possession of all property on or in the Premises; or

viii. Pursue such other remedies as are available at law or equity.

e. Landlord's pursuit of any remedy of remedies, including without

limitation, any one or more of the remedies stated herein shall not (1)

constitute an election of remedies or preclude pursuit of any other remedy

or remedies provided in this Lease or any other remedy or remedies provided

by law or in equity, separately or concurrently or in any combination, or

(2) sever as the basis for any claim of constructive eviction, or allow

Tenant to withhold any payments under this Lease.

Section 2. LANDLORD'S Self Help. If in the performance or observance of

any agreement or condition in this Lease contained on its part to be

performed or observed and shall not cure such default within thirty (30)

days after notice from Landlord specifying the default (or if such default

shall reasonably take more than thirty (30) days to cure, shall diligently

prosecuted the same to completion), Landlord may, at its option, without

waiving any claim for damages for breach of agreement, at any time

thereafter cure such default for the account of Tenant, and any amount paid

or contractual liability incurred by Landlord in so doing shall be deemed

paid or incurred for the account of Tenant and Tenant agrees to reimburse

Landlord therefor and save Landlord harmless therefrom. Provided, however,

that Landlord may cure any such default as aforesaid prior to the

expiration of said waiting period, without notice to Tenant if any

emergency situation exists, or after notice to Tenant, if the curing of

such default prior to the expiration of said waiting period is reasonably

necessary to protect the Leased Premises or Landlord's interest therein, or

to prevent injury or damage to persons or property. If Tenant shall fail to

reimburse Landlord upon demand for any amount paid for the account of

Tenant hereunder, said amount shall be added to and become due as a part of

the next payment of rent due and shall for all purposes be deemed and

treated as rent hereunder.

Section 3. TENANT'S Self Help. If Landlord shall default in the

performance or observance of any agreement or condition in this Lease

contained on its part to be performed or observed, and if Landlord shall

not cure such default within thirty (30) days after notice from Tenant

specifying the default (or, if such default shall reasonably take more than

thirty (30) days to cure, and Landlord shall not have commenced the same

within the thirty (30) days and diligently prosecuted the same to

completion), Tenant may, at its option, without waiving any claim for

damages for breach of agreement, at any time thereafter cure such default

for the account of Landlord and any amount paid or any contractual

liability incurred by Tenant in so doing shall be deemed paid or incurred

for the account of Landlord and Landlord shall reimburse Tenant therefor

and save Tenant harmless therefrom. Provided, however, that Tenant may cure

any such default as aforesaid prior to the expiration of said waiting

period, without notice to Landlord if an emergency situation exists, or

after notice to Landlord , if the curing of such default prior to the

expiration of said waiting period is reasonably necessary to protect the

Leased Premises or Tenant's interest therein or to prevent injury or damage

to persons or property. If Landlord shall fail to reimburse Tenant upon

demand for any amount paid or liability incurred for the account of

Landlord hereunder, said amount or liability may be deducted by Tenant from

the next or any succeeding payments of rent due hereunder; provided,

however, that should said amount or the liability therefor be disputed by

Landlord, Landlord may contest its liability or the amount thereof, through

arbitration or through a declaratory judgment action and Landlord shall

bear the cost of the filing fees therefor.

ARTICLE XVII - TITLE

Section l. Subordination. Tenant shall, upon the request of Landlord in

writing, subordinate this Lease to the lien of any present or future

institutional mortgage upon the Leased Premises irrespective of the time of

execution or the time of recording of any such mortgage. Provided, however,

that as a condition to such subordination, the holder of any such mortgage

shall enter first into a written agreement with Tenant in form suitable for

recording to the effect that:

a. in the event of foreclosure or other action taken under the mortgage by

the holder thereof, this Lease and the rights of Tenant hereunder shall not

be disturbed but shall continue in full force and effect so long as Tenant

shall not be in default hereunder, and

b. such holder shall permit insurance proceeds and condemnation proceeds

to be used for any restoration and repair required by the provisions of

Articles XIII, XIV or XV, respectively. Tenant agrees that if the

mortgagee or any person claiming under the mortgagee shall succeed to the

interest of Landlord in this Lease, Tenant will recognize said mortgagee or

person as its Landlord under the terms of this Lease, provided that said

mortgagee or person for the period during which said mortgagee or person

respectively shall be in possession of the Leased Premises and thereafter

their respective successors in interest shall assume all of the obligations

of Landlord hereunder. The word "mortgage", as used herein includes

mortgages, deeds of trust or other similar instruments, and modifications,

and extensions thereof. The term "institutional mortgage" as used in this

Article XVII means a mortgage securing a loan from a bank (commercial or

savings) or trust company, insurance company or pension trust or any other

lender institutional in nature and constituting a lien upon the Leased

Premises.

Section 2. Quiet Enjoyment. Landlord covenants and agrees that upon

Tenant paying the rent and observing and performing all of the terms,

covenants and conditions on Tenant's part to be observed and performed

hereunder, that Tenant may peaceably and quietly have, hold, occupy and

enjoy the Leased Premises in accordance with the terms of this Lease

without hindrance or molestation from Landlord or any persons lawfully

claiming through Landlord .

Section 3. Zoning and Good Title. Landlord warrants and represents, upon

which warranty and representation Tenant has relied in the execution of

this Lease, that Landlord is the owner of the Leased Premises, in fee

simple absolute, free and clear of all encumbrances, except for the

easements, covenants and restrictions of record as of the date of this

Lease. Such exceptions shall not impede or interfere with the quiet use and

enjoyment of the Leased Premises by Tenant. Landlord further warrants and

covenants that this Lease is and shall be a first lien on the Leased

Premises, subject only to any Mortgage to which this Lease is subordinate

or may become subordinate pursuant to an agreement executed by Tenant, and

to such encumbrances as shall be caused by the acts or omissions of Tenant;

that Landlord has full right and lawful authority to execute this Lease for

the term, in the manner, and upon the conditions and provisions herein

contained; that there is no legal impediment to the use of the Leased

Premises as set out herein; that the Leased Premises are not subject to any

easements, restrictions, zoning ordinances or similar governmental

regulations which prevent their use as set out herein; that the Leased

Premises presently are zoned for the use contemplated herein and throughout

the term of this lease may continue to be so used therefor by virtue of

said zoning, under the doctrine of "non-conforming use", or valid and

binding decision of appropriate authority, except, however, that said

representation and warranty by Landlord shall not be applicable in the

event that Tenant's act or omission shall invalidate the application of

said zoning, the doctrine of "non-conforming use" or the valid and binding

decision of the appropriate authority. Landlord shall furnish without

expense to Tenant, within thirty (30) days after written request therefor

by Tenant, a title report covering the Leased Premises showing the

condition of title as of the date of such certificate, provided, however,

that Landlord's obligation hereunder shall be limited to the furnishing of

only one such title report.

Section 4. Licenses. It shall be the Tenant's responsibility to obtain

any and all necessary licenses and the Landlord shall bear no

responsibility therefor; the Tenant shall promptly notify Landlord of the

fact that it has obtained the necessary licenses in order to prevent any

delay to Landlord in commencing construction of the Leased Premises.

ARTICLE XVIII - EXTENSIONS/WAIVERS/DISPUTES

Section l. Extension Period. Any extension hereof shall be subject to the

provisions of Article III hereof.

Section 2. Holding Over. In the event that Tenant or anyone claiming

under Tenant shall continue occupancy of the Leased Premises after the

expiration of the term of this Lease or any renewal or extension thereof

without any agreement in writing between Landlord and Tenant with respect

thereto, such occupancy shall not be deemed to extend or renew the term of

the Lease, but such occupancy shall continue as a tenancy at will, from

month to month, upon the covenants, provisions and conditions herein

contained. The rental shall be the rental in effect during the term of this

Lease as extended or renewed, prorated and payable for the period of such

occupancy.

Section 3. Waivers. Failure of either party to complain of any act or

omission on the part of the other party, no matter how long the same may

continue, shall not be deemed to be a waiver by said party of any of its

rights hereunder. No waiver by either party at any time, express or

implied, of any breach of any provision of this Lease shall be deemed a

waiver of a breach of any other provision of this Lease or a consent to any

subsequent breach of the same or any other provision. If any action by

either party shall require the consent or approval of the other party, the

other party's consent to or approval of such action on any one occasion

shall not be deemed a consent to or approval of said action on any

subsequent occasion or a consent to or approval of any other action on the

same or any subsequent occasion. Any and all rights and remedies which

either party may have under this Lease or by operation of law, either at

law or in equity, upon any breach, shall be distinct, separate and

cumulative and shall not be deemed inconsistent with each other, and no one

of them, whether exercised by said party or not, shall be deemed to be an

exclusion of any other; and any two or more or all of such rights and

remedies may be exercised at the same time.

Section 4. Disputes. It is agreed that, if at any time a dispute shall

arise as to any amount or sum of money to be paid by one party to the other

under the provisions hereof, the party against whom the obligation to pay

the money is asserted shall have the right to make payment "under protest"

and such payment shall not be regarded as a voluntary payment and there

shall survive the right on the part of the said party to institute suit for

the recovery of such sum. If it shall be adjudged that there was no legal

obligation on the part of said party to pay such sum or any part thereof,

said party shall be entitled to recover such sum or so much thereof as it

was not legally required to pay under the provisions of this Lease. If at

any time a dispute shall arise between the parties hereto as to any work to

be performed by either of them under the provisions hereof, the party

against whom the obligation to perform the work is asserted may perform

such work and pay the costs thereof "under protest" and the performance of

such work shall in no event be regarded as a voluntary performance and

shall survive the right on the part of the said party to institute suit for

the recovery of the costs of such work. If it shall be adjudged that there

was no legal obligation on the part of the said party to perform the same

or any part thereof, said party shall be entitled to recover the costs of

such work or the cost of so much thereof as said party was not legally

required to perform under the provisions of this Lease and the amount so

paid by Tenant may be withheld or deducted by Tenant from any rents herein

reserved.

Section 5. TENANT'S Right to cure LANDLORD'S Default. In the event that

Landlord shall fail, refuse or neglect to pay any mortgages, liens or

encumbrances, the judicial sale of which might affect the interest of

Tenant hereunder, or shall fail, refuse or neglect to pay any interest due

or payable on any such mortgage, lien or encumbrance, Tenant may pay said

mortgages, liens or encumbrances, or interest or perform said conditions

and charge to Landlord the amount so paid and withhold and deduct from any

rents herein reserved such amounts so paid, and any excess over and above

the amounts of said rents shall be paid by Landlord to Tenant.

Section 6. Notices. All notices and other communications authorized or

required hereunder shall be in writing and shall be given by mailing the

same by certified mail, return receipt requested, postage prepaid, and any

such notice or other communication shall be deemed to have been given when

received by the party to whom such notice or other communication shall be

addressed. If intended for Landlord the same will be mailed to the address

herein above set forth or such other address as Landlord may hereafter

designate by notice to Tenant, and if intended for Tenant, the same shall

be mailed to Tenant at the address herein above set forth, or such other

address or addresses as Tenant may hereafter designate by notice to

Landlord.

ARTICLE XIX - PROPERTY DAMAGE

Section l. Loss and Damage. Notwithstanding any contrary provisions of

this Lease, Landlord shall not be responsible for any loss of or damage to

property of Tenant or of others located on the Leased Premises, except

where caused by the willful act or omission or negligence of Landlord , or

Landlord's agents, employees or contractors, provided, however, that if

Tenant shall notify Landlord in writing of repairs which are the

responsibility of Landlord under Article VII hereof, and Landlord shall

fail to commence and diligently prosecute to completion said repairs

promptly after such notice, and if after the giving of such notice and the

occurrence of such failure, loss of or damage to Tenant's property shall

result from the condition as to which Landlord has been notified, Landlord

shall indemnify and hold harmless Tenant from any loss, cost or expense

arising therefrom.

Section 2. Force Majeure. In the event that Landlord or Tenant shall be

delayed or hindered in or prevented from the performance of any act other

than Tenant's obligation to make payments of rent, additional rent, and

other charges required hereunder, by reason of strikes, lockouts,

unavailability of materials, failure of power, restrictive governmental

laws or regulations, riots, insurrections, the act, failure to act, or

default of the other party, war or other reason beyond its control, then

performance of such act shall be excused for the period of the delay and

the period for the performance of such act shall be extended for a period

equivalent to the period of such delay. Notwithstanding the foregoing,

lack of funds shall not be deemed to be a cause beyond control of either

party.

ARTICLE XX - MISCELLANEOUS

Section 1. Assignment and Subletting. Under the terms and conditions

hereunder, Tenant shall have the absolute right to transfer and assign this

lease or to sublet all or any portion of the Leased Premises or to cease

operating Tenant's business on the Leased Premises provided that at the

time of such assignment or sublease Tenant shall not be in default in the

performance and observance of the obligations imposed upon Tenant

hereunder, and in the event that Tenant assigns or sublets this property

for an amount in excess of the rental amount then being paid, then Landlord

shall require as further consideration for the granting of the right to

assign or sublet, a sum equal to fifty (50%) percent of the difference

between the amount of rental to be charged by Tenant to Tenant's sublessee

or assignee and the amount provided for herein, payable in a manner

consistent with the method of payment by the sublessee or assignee to the

Tenant, and/or fifty (50%) percent of the consideration paid or to be paid

to Tenant by Tenant's sublessee or assignee. Landlord must consent in

writing to any such sublessee or assignee, although such consent shall not

be unreasonably withheld. The use of the Leased Premises by such assignee

or sublessee shall be expressly limited by and to the provisions of this

lease.

Section 2. Fixtures. All personal property, furnishings and equipment

presently and all other trade fixtures installed in or hereafter by or at

the expense of Tenant and all additions and/or improvements, exclusive of

structural, mechanical, electrical, and plumbing, affixed to the Leased

Premises and used in the operation of the Tenant's business made to, in or

on the Leased Premises by and at the expense of Tenant and susceptible of

being removed from the Leased Premises without damage, unless such damage

be repaired by Tenant, shall remain the property of Tenant and Tenant may,

but shall not be obligated to, remove the same or any part thereof at any

time or times during the term hereof, provided that Tenant, at its sole

cost and expense, shall make any repairs occasioned by such removal.

Section 3. Estoppel Certificates. At any time and from time to time,

Landlord and Tenant each agree, upon request in writing from the other, to

execute, acknowledge and deliver to the other or to any person designated

by the other a statement in writing certifying that the Lease is unmodified

and is in full force and effect, or if there have been modifications, that

the same is in full force and effect as modified (stating the

modifications), that the other party is not in default in the performance

of its covenants hereunder, or if there have been such defaults, specifying

the same, and the dates to which the rent and other charges have been paid.

Section 4. Invalidity of Particular Provision. If any term or provision

of this Lease or the application hereof to any person or circumstance

shall, to any extent, be held invalid or unenforceable, the remainder of

this Lease, or the application of such term or provision to persons or

circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected thereby, and each term and provision

of this Lease shall be valid and be enforced to the fullest extent

permitted by law.

Section 5. Captions and Definitions of Parties. The captions of the

Sections of this Lease are for convenience only and are not a part of this

Lease and do not in any way limit or amplify the terms and provisions of

this Lease. The word "Landlord" and the pronouns referring thereto, shall

mean, where the context so admits or requires, the persons, firm or

corporation named herein as Landlord or the mortgagee in possession at any

time, of the land and building comprising the Leased Premises. If there is

more than one Landlord, the covenants of Landlord shall be the joint and

several obligations of each of them, and if Landlord is a partnership, the

covenants of Landlord shall be the joint and several obligations of each of

the partners and the obligations of the firm. Any pronoun shall be read in

the singular or plural and in such gender as the context may require.

Except as in this Lease otherwise provided, the terms and provisions of

this Lease shall be binding upon and inure to the benefit of the parties

hereto and their respective successors and assigns.

Nothing contained herein shall be deemed or construed by the parties hereto

nor by any third party as creating the relationship of principal and agent

or of partnership or of a joint venture between the parties hereto, it

being understood and agreed that neither any provision contained herein,

nor any acts of the parties hereto, shall be deemed to create any

relationship between the parties hereto other than the relationship of

Landlord and Tenant.

Section 6. Brokerage. No party has acted as, by or through a broker in

the effectuation of this Agreement, except as set out hereinafter.

Section 7. Entire Agreement. This instrument contains the entire and only

agreement between the parties, and no oral statements or representations or

prior written matter not contained in this instrument shall have any force

and effect. This Lease shall not be modified in any way except by a writing

executed by both parties.

Section 8. Governing Law. All matters pertaining to this agreement

(including its interpretation, application, validity, performance and

breach) in whatever jurisdiction action may be brought, shall be governed

by, construed and enforced in accordance with the laws of the State of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The parties herein waive trial by jury and agree to submit

to the personal jurisdiction and venue of a court of subject matter

jurisdiction located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, State of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In the event that litigation results from or arises out of

this Agreement or the performance thereof, the parties agree to reimburse

the prevailing party's reasonable attorney's fees, court costs, and all

other expenses, whether or not taxable by the court as costs, in addition

to any other relief to which the prevailing party may be entitled. In such

event, no action shall be entertained by said court or any court of

competent jurisdiction if filed more than one year subsequent to the date

the cause(s) of action actually accrued regardless of whether damages were

otherwise as of said time calculable.

Section 9. Contractual Procedures. Unless specifically disallowed by law,

should litigation arise hereunder, service of process therefor may be

obtained through certified mail, return receipt requested; the parties

hereto waiving any and all rights they may have to object to the method by

which service was perfected.

Section 10. Extraordinary remedies. To the extent cognizable at law, the

parties hereto, in the event of breach and in addition to any and all other

remedies available thereto, may obtain injunctive relief, regardless of

whether the injured party can demonstrate that no adequate remedy exists at

law.

Section 11. Reliance on Financial Statement. Tenant shall furnish

concurrently with the execution of this lease, a financial statement of

Tenant prepared by an accountant. Tenant, both in corporate capacity, if

applicable, and individually, hereby represents and warrants that all the

information contained therein is complete, true, and correct. Tenant

understands that Landlord is relying upon the accuracy of the information

contained therein. Should there be found to exist any inaccuracy within the

financial statement which adversely affects Tenant's financial standing, or

should Tenant's financial circumstances materially change, Landlord may

demand, as additional security, an amount equal to an additional two (2)

months' rent, which additional security shall be subject to all terms and

conditions herein, require a fully executed guaranty by a third party

acceptable to Landlord, elect to terminate this Lease, or hold Tenant

personally and individually liable hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and

year first above written or have caused this Lease to be executed by their

respective officers thereunto duly authorized.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

"LANDLORD" "TENANT"

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

STATE OF

COUNTY OF

EXHIBIT "A" LEGAL DESCRIPTION

The following described real property, together with all improvements thereon:

which has a street address as follows:

Initials:

LANDLORD \_\_\_\_\_\_\_\_\_\_\_\_\_\_

TENANT \_\_\_\_\_\_\_\_\_\_\_\_\_\_

EXHIBIT "B" TENANT PLANS AND SPECIFICATIONS

Initials:

LANDLORD \_\_\_\_\_\_\_\_\_\_\_\_\_

TENANT \_\_\_\_\_\_\_\_\_\_\_\_\_