

INDUSTRIAL TENANCY AGREEMENT

ARTICLE 1. -- BASIC TERMS

1.1 Parties. THIS INDUSTRIAL TENANCY AGREEMENT (this "Agreement") is entered into as of the _____ day of _____, 20__, by and between the following Landlord and Tenant:

_____ ("Landlord").

_____ ("Tenant").

1.2 Premises. In consideration of the rents, terms, provisions and covenants of this Agreement, Landlord hereby leases, lets and demises to Tenant, and Tenant hereby leases, lets and demises from Landlord, the following described premises (the "Premises"): _____ [suite number and street address], all as more particularly described on Exhibit "A" attached hereto and hereby made a part hereof.

1.3 Term. Subject to and upon the conditions set forth herein, the term of this Agreement shall commence on the earlier of (i) the date Tenant occupies the Premises; or (ii) the date of substantial completion of construction to be performed by Landlord, as said term is defined in, and pursuant to Exhibit "B", attached hereto and incorporated herein (the "Commencement Date"), and shall terminate at 5:00 p.m. on the last day (the "Expiration Date") of the _____ (____) full calendar month following the Commencement Date, unless sooner terminated or renewed or extended as may be hereafter provided (such term, taking into account any such sooner termination or renew to or extension, is hereinafter referred to as the "Term").

1.4 Base Rent and Security Deposit. Initial Annual Base Rent is \$ _____ (\$ _____ per month, as increased as provided in Exhibit "C", attached hereto and hereby incorporated herein. Security deposit is \$ _____.

1.5 Addresses:

Landlord's Address

Tenant's Address

1.6 Permitted Use.

ARTICLE 2. -- RENT

2.1 Base Rent. Tenant agrees to pay monthly as Base Rent during the Term the sum of money set forth in Section 1.04 of this Agreement as increased to the amounts set forth in Exhibit "C" hereto, which amount shall be payable to Landlord at the address shown above. One such monthly installment of Base Rent shall be due and payable on the Commencement Date, and all succeeding installments shall be due and payable without demand on or before the first day of each succeeding calendar month during the Term; provided that if the Commencement Date should be a date other than the first day of a calendar month, there shall be due and payable on the Commencement Date as Base Rent for the balance of the calendar month during which the Commencement Date shall fall a sum equal to that proportion of the Base Rent for a full month during which the Commencement Date shall fall bears to the total number of days in such month. Tenant shall pay, as Additional Rent, all other sums due under this Agreement.

2.2 Operating Expenses. In the event Landlord's Operating Expenses as that term is defined in Section 2.3 herein, for the building and/or project of which the Premises are a part shall, in any calendar year during the Term, exceed the sum of \$ _____ per square foot (the "Expense Stop"), Tenant agrees to pay as Additional Rent, Tenant's pro rate share of such excess Operating Expenses. Landlord may invoice Tenant monthly for Tenant's pro rata share of the estimated Operating Expenses for each calendar year, which amount shall be adjusted each year based upon anticipated Operating Expenses. Within nine months following the close of each calendar year, Landlord shall provide Tenant an accounting showing in reasonable detail all computations of Additional Rent due under this section. In the event the accounting shows that the total of the monthly payments made by Tenant exceeds the amount of Additional Rent due by Tenant under this section, the accounting shall be accompanied by a refund. In the event the accounting shows that the total of the monthly payments made by Tenant is less than the amount of Additional Rent due by Tenant under this section, the accounting shall be accompanied by an invoice for the Additional Rent. Notwithstanding any other provision in this Agreement, during the year in which the Agreement terminates, Landlord, prior to the Expiration Date, shall have the option to invoice Tenant for Tenant's pro rata share of the excess Operating Expenses based upon the previous year's Operating Expenses. If this Agreement shall terminate on a day other than the last day of a calendar year, the amount of any such termination shall occur shall be prorated to the ratio that the number of days from the commencement of the calendar year to and including the Expiration Date bears to 365. In the event Tenant wishes to dispute any annual accounting of Operating Expenses rendered by Landlord, Tenant shall, within thirty (30) days after Landlord's delivery of such accounting, notifying Landlord that Tenant wishes to have performed an audit of Landlord's books relevant to the accounting by any one of the major national accounting firms, or by any other public accounting firm of reasonably comparable quality and stature, and Tenant shall deliver a written copy of such audit to Landlord within thirty (30) days following such notification. If Tenant fails to elect to audit Landlord's books within said thirty (30) days following

such notification, Tenant shall conclusively be deemed to have accepted the accuracy of the accounting delivered and in such event Tenant shall be deemed to have waived any right thereafter to question the accuracy of such accounting. If Tenant chooses to perform an audit and Landlord does not dispute the results of such audit, the results of such audit shall be binding on Landlord and Tenant. If Landlord disputes Tenant's audit and the parties are unable to resolve the dispute, the parties shall select an independent third party accountant to select which of the two determinations of Operating Expenses is most nearly correct and if the parties are unable to agree on such third party accountant, the third party accountant shall be selected by the American Arbitration Association from a list of 3 candidates submitted by each party.

2.3 Definition of Operating Expenses. The term "Operating Expenses" includes all expenses incurred by Landlord with respect to the maintenance and operation of the building and/or project of which the Premises are a part, including, but not limited to, the following: (1) maintenance, repair and replacement costs; (2) security, trash and snow removal; (3) landscaping and lawn maintenance; (4) management fees, wages and benefits payable to employees of Landlord whose duties are directly connected with the operation and maintenance of the building and/or the project of which the Premises are a part; (5) all services, utilities, supplies, repairs, replacements or other expenses for maintaining and operating the common parking areas; (6) the cost, including interest, amortized over its useful life, of any capital improvement made to the building and/or the project of which the Premises are a part by Landlord after the date of this Agreement which is required under any governmental law or regulation that was not applicable to the building and/or the project of which the Premises are a part at the time it was constructed; (7) the cost, including interest, amortized over its useful life, of installation of any device or other equipment installed for the purpose of improving the operating efficiency of any system within the Premises and/or the project of which the Premises are a part; (8) all other expenses which would generally be regarded as amortized over a period not to exceed five years; (9) all real property taxes and installments of special assessments, including dues and assessments by means of deed restrictions and/or owner's associations which accrue against the building and the project of which the Premises are a part during the Term; and (10) all insurance premiums Landlord is required to pay or deems necessary to pay, including public liability insurance, with respect to the building or the project of which the Premises are a part. The term Operating Expenses does not include the following: (1) repairs, restoration or other work occasioned by fire, wind, the elements or other casualty; (2) income and franchise taxes of Landlord; (3) expenses incurred in leasing to or procuring of tenants, leasing commissions, advertising expenses and expenses for the renovating of space for new tenants; (4) interest or principal payments on any mortgage or other indebtedness of Landlord; (5) compensation paid to any employee of Landlord above the grade of property manager; (6) any depreciation allowance or expense; (7) Operating Expenses which are the responsibility of Tenant; (8) fines or penalties imposed by any taxing authority upon Landlord with respect to the Premises or the building or project of which the Premises are a part for failure to pay, or failure to timely pay, any taxes; (9) management fees (exclusive of reimbursable out-of-pocket expenses) in excess of _____% of gross revenues generated by the operation of

the building or project of which the Premises are a part; (10) the cost of any capital improvement (except for any such improvements required by law or installed to decrease Operating Expenses), not typically included in operating expenses by owners or managers of Class ___ buildings in the _____ market; (11) the cost of any work or service performed for any tenant (including Tenant) at such tenant's cost; (12) the cost of installing, operating or maintaining any observatory, broadcasting facilities, luncheon club, athletic or recreational club; (13) salaries of officers and executives of Landlord (other than the Building's manager and those employees under the direction and control of such manager); (13) the cost of any items or repair or replacement to the extent Landlord is actually reimbursed by insurance provided, however, that Landlord is not required to carry any insurance except as may otherwise required by this Agreement; (14) the cost of any repairs, alterations, additions, changes, replacements and other items which are made specifically in order to prepare for a tenant's occupancy or renewal; (15) interest on debt or amortization payments on any mortgage and rental under any ground lease; (16) charges (including applicable taxes) for electricity, steam and other utilities consumed by other tenants in quantities above building standard levels which are separately metered and paid for by any such tenant; (17) any cost of painting or decorating of any tenanted part of the building of which the Premises are a part, the cost of which is actually paid solely by a tenant (including Tenant); (18) the cost of any repair in accordance with the provisions hereof relating to casualty or condemnation, to the extent such cost is covered by insurance or condemnation proceeds; (19) any expenses for repairs or maintenance which are covered by warranties or service contracts, but only to the extent of such coverage and actual reimbursement; (20) the cost of correcting any "latent defect" (as hereinafter defined) in the initial construction of the building or project of which the Premises are a part, or in any other improvement related thereto or in any subsequent additions thereto and the cost of removing from the building or project of which the Premises are a part or the surrounding land any asbestos or any other material which is classified as hazardous under any environmental laws and regulations applicable thereto and in existence as of the date hereof. For the purposes of this provision the term "latent defect" shall be defined as any condition arising from the faulty or improper construction of the building or project of which the Premises are a part and shall not include any subsequent repairs or replacements resulting from ordinary wear and tear.

2.4 Security Deposit. The security deposit set forth above shall be held by Landlord for the performance of Tenant's covenants and obligations under this Agreement, it being expressly understood that the deposit shall not be considered an advance payment of Base Rent or Additional Rent or a measure of Landlord's damage in case of default by Tenant. Upon the occurrence of any Event of Default by Tenant or breach by Tenant of Tenant's covenants under this Agreement, Landlord may, from time to time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any arrears of Base Rent or Additional Rent, or to repair any damage or injury, or pay any expense or liability incurred by Landlord as a result of the Event of Default or breach of covenant, and any remaining balance of the security deposit shall be returned by Landlord to Tenant upon termination of this Agreement., If any portion of the security deposit is so used or applied, Tenant shall, upon ten (10) days'

written notice from Landlord, deposit with Landlord, by cash or cashier's check, an amount sufficient to restore the security deposit to its original amount.

2.5 Holding Over. In the event of holding over by Tenant after the end of the Term, the hold over shall be as a tenant at sufferance and not as a tenant at will. Tenant shall pay Landlord, on demand, as Base Rent and Additional Rent for the period of such hold over an amount equal to one and one half times (1 1/2x) the rent (including Base Rent and Additional Rent on account of payable by Tenant had the hold over period been a part of the Term, together with the amount of any actual, direct or consequential damages suffered or incurred by Landlord on account of such hold over by Tenant or any violation by Tenant of any other term or condition of this Agreement during such hold over period. In no event shall the collection or payment of rent during such hold over period cause Tenant to be or be deemed a tenant at will. Tenant shall have no right to notice under O.C.G.A. § 44-7-7 of the termination of its tenancy; Tenant agrees to vacate and deliver the Premises to landlord immediately upon Tenant's receipt of notice from Landlord to vacate. Should Tenant fail to vacate the Premises, Tenant shall be subject to dispossession without further notice, by summary dispossessory proceedings, in addition to any and all other remedies to which Landlord may be entitled by law or under this Agreement. No holding over by Tenant, whether with or without the consent of Landlord, shall operate to extend the Term except as otherwise expressly provided in a written agreement executed by both Landlord and Tenant.

ARTICLE 3. -- OCCUPANCY AND USE

3.1 Use. Tenant warrants and represents to Landlord that the Premises shall be used and occupied only for the purpose as set forth in Section 1.6. Tenant shall occupy the Premises, conduct its business and control its agents, employees, invitees and visitors in such a manner as is lawful, reputable and will not create a nuisance. Tenant shall not permit any operation which emits any odor or matter which intrudes into other portions of the building and/or the project of which the Premises are a part, use any apparatus or machine which makes undue noise or causes vibration in any portion of the building and/or the project of which the Premises are a part, or otherwise interferes with, annoys or disturbs any other tenant in its normal business operations or Landlord in its management of the building and/or the project of which the Premises are a part. Tenant shall neither permit any waste on the Premises nor allow the Premises to be used in any way which would, in the reasonable opinion of Landlord, be extra-hazardous on account of fire or which would in any way increase or render void the fire insurance on the building and/or the project of which the Premises are a part. If at any time during the Term of State Board of Insurance or other insurance authority disallows any of Landlord's sprinkler credits or imposes an additional penalty or surcharge on Landlord's insurance premiums because of Tenant's original and subsequent placement or use of store racks or bins, method of storage or nature of Tenant's inventory or any other act of Tenant, Tenant agrees to pay as Additional Rent the increase in the Landlord's insurance premiums.

3.2 Signs. No sign of any type or description shall be erected, placed or painted in or about the Premises or the building or the project of which the Premises are a part, except those signs submitted to Landlord in writing and approved by Landlord in writing, and which signs are in conformance with Landlord's sign criteria established for the building or the project of which the Premises are a part.

3.3 Compliance with Laws, Rules and Regulations. Tenant, at Tenant's sole cost and expense, shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction over use, condition and occupancy of the Premises applying to or resulting from Tenant's specific use of the Premises. Landlord, at Landlord's sole cost and expense, shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction over use, condition and occupancy of the Premises which generally affect the Premises and do not apply to or result from Tenant's specific use of the Premises. Tenant will comply with the rules and regulations of the building and/or the project of which the Premises are a part, adopted by Landlord which are set forth on Exhibit "D", attached to this Agreement and hereby made a part hereof. Landlord shall have the right at all times to change and amend the rules and the safety, care, cleanliness, preservation of good order and operation or use of the Premises and the building and/or the project of which the Premises are a part. All changes and amendments to such rules and regulations will be sent by Landlord and Tenant in writing and shall thereafter be carried out and observed by Tenant.

3.4 Warranty of Possession. Landlord warrants that it has the right and authority to execute this Agreement, and Tenant, upon payment of the required rents and subject to the terms, conditions, covenants and agreements contained in this Agreement, shall have possession of the Premises during the Term, as well as any extension or renewal thereof. Landlord shall not be responsible for the acts or omissions of any other tenant or third party that may interfere with Tenant's use and enjoyment of the Premises.

3.5 Inspection. Landlord or its authorized agents shall at any and all reasonable times during normal business hours, and following reasonable prior notice to Tenant, have the right, without prior notice to Tenant, to enter the Premises to inspect the same, to supply janitorial service or any other service to be provided by Landlord, to show the Premises to prospective purchasers or tenants, and to alter, improve or repair the Premises or any other portion of the building and/or the project of which the Premises are a part, provided that no such alteration, improvement or repair shall materially interfere with Tenant's use and enjoyment of the Premises and reduce the size of or materially alter the Premises. Tenant hereby waives any claim for damages for injury or inconvenience to or interference with Tenant's business, any loss of occupancy or use of the Premises, and any other loss occasioned thereby. Landlord shall at all times have and retain a key

with which to unlock all of the doors in, upon and about the Premises. Tenant shall not change Landlord's lock system or in any other manner prohibit Landlord from entering the Premises. Landlord shall have the right to use any and all means which Landlord may deem proper to open any door in an emergency without liability therefor.

ARTICLE 4. -- UTILITIES AND SERVICE

4.1 Building Services. Landlord shall provide the normal utility service connections to the building of which the Premises are a part. Tenant shall pay the cost of all utility services, including, but not limited to, initial connection charges, all charges for gas, electricity, water, sanitary and storm sewer service, and for all electric lights. However, in a multi-occupancy building, Landlord may provide water to the Premises, in which case Tenant agrees to pay to Landlord its pro-rata share of the cost of such water. Landlord may provide utility services to provide such services, Landlord shall only charge, on a pro rata basis, amounts for utility services as charged Landlord by utility companies servicing the building or project of which the Premises are a part. Tenant shall pay all costs caused by Tenant introducing excessive pollutants or solids other than ordinary human waste into the sanitary sewer system, including permits, fees and charges levied by any governmental subdivision for any such pollutants or solids. Tenant shall be responsible for the installation and maintenance of any dilution tanks, holding tanks, settling tanks, sewer sampling devices, sand traps, grease traps or similar devices as may be required by any governmental subdivision for Tenant's use of the sanitary sewer system. If the Premises are in a multi-occupancy building, Tenant shall pay all surcharges levied due to Tenant's use of sanitary sewer or waste removal insofar as such surcharges affect Landlord or other tenants in the building of which the Premises are a part. Landlord shall not be required to pay for any utility services, supplies or upkeep in connection with the Premises or the building or project of which the Premises are a part. In the event Landlord fails to provide services to tenant as required by this section for a continuous period in excess of _____ (_____) business days on account of a reason within Landlord's control, and such failure materially interferes with Tenant's use and enjoyment of the Premises, Tenant's obligation to pay rent under this Agreement shall be abated from and after such _____ (_____) business day period until such time as Landlord shall recommence providing such service or services to Tenant.

4.2 Theft or Burglary. Except for losses or injury resulting from Landlord's negligence or willful misconduct, Landlord shall not be liable to Tenant for losses to Tenant's property or personal injury caused by criminal acts or entry by unauthorized persons into the Premises or the building or the project of which the Premises are a part.

ARTICLE 5. -- REPAIRS AND MAINTENANCE

5.1 Landlord Repairs. Landlord shall not be required to make any improvements, replacements or repairs of any kind or character to the Premises or the

building and/or the project of which the Premises are a part during the Term except as set forth in this section, or in Section 6.1. Landlord shall maintain the roof, foundation, parking and common areas, the structural soundness of the exterior walls (excluding windows, window glass, plate glass and doors) and major mechanical, electrical and utility systems serving the building and project of which the Premises are a part (except for such systems exclusively serving the Premises) in a state of good repair and working order. Landlord's costs of maintaining the items set forth in this section are subject to the Additional Rent provisions in Section 2.2. Except as expressly provided herein, Landlord shall not be liable to Tenant, for any damage or inconvenience, and Tenant shall not be entitled to any abatement or reduction of Base Rent or Additional Rent by reason of any repairs, alterations or additions made by Landlord under this Agreement. Notwithstanding the foregoing, in the event Landlord fails due to reasons within its control to commence needed improvements, replacements or repairs to the building of which the Premises are a part which are to be performed by Landlord pursuant to the terms of this Section within _____ (____) business days following the receipt of notice from Tenant that such improvements, replacements or repairs are reasonably necessary, and such failure materially interferes with Tenant's use and enjoyment of the Premises, Tenant's obligation to pay rent under this Agreement shall be abated from and after such _____ (____) business day period until such time as Landlord completes such improvements, replacements or repairs.

5.2 Tenant Repairs. Tenant shall, at its sole cost and expense, maintain, repair and replace all other parts of the Premises in good repair and condition, including, but not limited to, heating, ventilating and air conditioning systems, down spouts, fire sprinkler system, dock bumpers, lawn maintenance, pest control and extermination, trash pick up and removal, and painting the building and exterior doors. Tenant shall repair and pay for any damage caused by any act or omission of Tenant or Tenant's agents, employees, invitees, licensees or visitors. If the Premises are in a multi-occupancy building or project, Landlord reserves the right to perform, on behalf of Tenant, lawn maintenance, painting and trash pick-up and removal; Tenant agrees to pay Landlord, as Additional Rent, Tenant's pro-rata share of the cost of such services within ten (10) days from receipt of Landlord's invoice, or Landlord may by monthly invoice direct Tenant to prepay the estimated costs for the current calendar year, and such amount shall be adjusted annually. If the Premises are served by railroad, Tenant agrees, if requested by the railroad, to enter into a joint maintenance agreement with the railroad and bear its pro-rata share of the cost of maintaining the railroad spur. If Tenant fails to make the repairs or replacements, the cost of such repairs and replacement shall be charged to tenant as Additional Rent and shall become due and payable by Tenant within ten (10) days from receipt of Landlord's invoice. Costs incurred under this section are the total responsibility of Tenant and do not constitute Operating Expenses under section 2.2.

5.3 Request for Repairs. All requests for repairs or maintenance that are the responsibility of Landlord pursuant to any provision of this Agreement must be made in writing to Landlord at the address set forth in section 1.5.

5.4 Tenant Damages. Tenant shall not allow any damage to be committed on any portion of the Premises or building or the project of which the Premises are a part, and at the termination of this Agreement, by lapse of time or otherwise, Tenant shall deliver the Premises to Landlord in as good a condition as existed at the Commencement Date of this Agreement, casualty, condemnation, ordinary wear and tear excepted. The cost and expense of any repairs necessary to restore the condition of the Premises shall be borne by Tenant.

ARTICLE 6. -- ALTERATIONS AND IMPROVEMENTS

6.1 Landlord's Improvements. If any construction or improvement to the Premises is to be performed by Landlord prior to or during Tenant's occupancy, Landlord will complete the construction of the improvements to the Premises pursuant to the provisions of Exhibit "B", attached hereto and hereby made a part hereof.

6.2 Tenant's Improvements. Tenant shall not make or allow to be made any alterations or physical additions in or to the Premises without first obtaining the written consent of Landlord. Landlord shall not unreasonably withhold its consent to any such alterations or physical additions to the Premises; provided, however, (i) said alterations or physical additions do not affect structural components of the building of which the Premises are a part, the mechanical or electrical systems of the building of which the Premises are a part or in any way reduce the value of the Premises, or the building of which the Premises are a part; and (ii) said alterations or physical additions are performed by a contractor approved by Landlord pursuant to plans and specifications approved by Landlord. Any alterations, physical additions or improvements to the Premises made by tenant shall at once become the property of Landlord and shall be surrendered to Landlord upon the termination of this Agreement; provided, however, Landlord, at its option, may require Tenant to remove any physical additions and/or repair any alterations in order to restore the Premises to the condition existing at the time Tenant took possession, all costs of removal and/or alterations to be borne by Tenant. This clause shall not apply to moveable equipment or furniture owned by Tenant, which may be removed by Tenant at the end of the Term if Tenant is not then in default and if such equipment and furniture are not the subject to any other rights, liens and interests of Landlord.

ARTICLE 7. -- CASUALTY AND INSURANCE

7.1 Substantial Destruction. If the Premises should be totally destroyed by fire or other casualty, or if the Premises should be damaged so that rebuilding cannot reasonably be completed within one hundred (120) working days after the date of written notification by Tenant to Landlord of the destruction, this Agreement shall terminate, and the rent shall be abated for the unexpired portion of the Agreement, effective as of the date of the written notification; provided, however, unless Landlord elects to terminate this Agreement, this

Agreement shall not terminate in part, by the willful or negligent act or omission of Tenant, its employees, agents, contractors, invitees or others for whom Tenant is responsible. The determination of whether such rebuilding can reasonably be completed within such period shall be made by Landlord.

7.2 Partial Destruction. If the Premises should be partially damaged by fire or other casualty, and rebuilding or repairs can reasonably be completed within one hundred twenty (120) working days from the date of written notification by Tenant to Landlord of the destruction, this Agreement shall not terminate, and to the extent sufficient insurance proceeds to enable Landlord to restore and reconstruct the Premises are made available to Landlord by the holder of any mortgage or deed to secure debt encumbering the Building, Landlord shall at its sole cost and expense proceed with reasonable diligence to rebuild or repair the building or other improvements to substantially the same condition in which they existed prior to the damage. If, as a result of such damage, Tenant's use and enjoyment of the Premises are materially diminished, and the Premises are to be rebuilt or repaired, the rent payable under this Agreement during the period for which Tenant's use and enjoyment of the Premises are so diminished shall be adjusted to such an extent as may be fair and reasonable under the circumstances. In the event Landlord fails to substantially complete the necessary repairs or rebuilding within one hundred twenty (120) working days from the date Landlord commences the repairs or rebuilding, with due allowance for force majeure, Tenant, as its sole remedy, may terminate this Agreement by delivering written notice of termination to Landlord, whereupon all rights and obligations under this Agreement shall cease to exist.

7.3 Landlord's Insurance. Landlord shall maintain a policy or policies of insurance with premiums paid in advance, issued by and binding upon some solvent insurance company, insuring Landlord against loss with respect to the building or project of which the Premises are a part in an amount equal to eighty percent (80%) of the full replacement cost thereof; provided, however, said insurance may exclude coverage of tenant improvements required to be insured by tenants of the building or project of which the Premises are a part pursuant to their respective lease agreements. Tenant shall not permit the Premises to be used in any way which would, in the opinion of Landlord, be extra hazardous on account of fire and other hazard or casualty or which would otherwise in any way increase the premiums for or render void any insurance relating to the building or the project of which the Premises are a part or the contents thereof or any liability of Landlord. Landlord shall not be obligated in any way or manner to insure any personal property (including but not limited to any furniture, machinery, equipment, goods or supplies) of Tenant or which Tenant may have upon or within the Premises or any fixtures installed by or paid by Tenant upon or within the Premises or any additional improvements which Tenant may construct on the Premises.

7.4 Tenant's Insurance. Tenant shall, at its sole cost and expense, maintain at all times during the Term public liability insurance with respect to the Premises and the

conduct or operation of Tenant's business therein, naming Landlord as an additional insured, with limits of not less than \$1,00,000.00 for death or bodily injury to any one or more persons in a single occurrence and \$3,000,000.00 for property damage. Tenant shall maintain a policy of policies of insurance with the premiums paid in advance, issued by and binding upon some solvent insurance company, insuring all personal property of Tenant upon or within the Premises, and any improvements which Tenant may construct on the Premises, in an amount equal to at least eight percent (80%) of the full replacement cost of such property. Tenant shall deliver certificates of such insurance to Landlord on or before the Commencement Date, and thereafter from time to time upon request.

7.5 Waiver of Subrogation. Anything in this Agreement to the contrary notwithstanding, Landlord and Tenant hereby waive and release each other of and from any and all rights of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any loss or damage that may occur to the Premises, improvements to the building of which the Premises are a part, or personal property within the building of which the Premises are a part, by reason of fire or the elements, regardless of cause or origin, including negligence of Landlord or Tenant and their agents, officers and employees. Landlord and Tenant agree to immediately give their respective insurance companies which have issued policies of insurance covering all risk of direct physical loss, written notice of the terms of the mutual waivers contained in this section, and to have the insurance policies property endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of the mutual waivers.

7.6 Hold Harmless. Except where any such injury or damage results from Landlord's negligence or willful misconduct, Landlord shall not be liable to Tenant's employees, agents, invitees, licensees or visitors, or to any other person, for any injury to person or damage to property on or about the Premises caused by an act or omission of Tenant, its agents, servants or employees, or of any other person entering upon the Premises under express or implied invitation by Tenant, or caused by the improvements located on the Premises becoming out of repair, the failure or cessation of any service provided by Landlord (including security service and devices), or caused by leakage of gas, oil, water or steam or by electricity emanating from the Premises. Except where any such injury or damage results from Landlord's negligence or willful misconduct, Tenant agrees to indemnify and hold harmless Landlord of and from any loss, reasonable attorney's fees actually incurred, expenses or claims arising out of any such damage or injury or otherwise from Tenant's use and occupancy of the Premises. Except where any such damage results from Tenant's negligence or willful misconduct, Landlord agrees to indemnify and hold harmless Tenant of and from any loss, reasonable attorney's fees actually incurred, expenses or claims arising outside the Premises, but within the building and/or project of which the Premises are a part.

ARTICLE 8. -- CONDEMNATION

8.1 Substantial Taking. If all or a substantial part of the Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Premises for the purpose for which is then being used, this Agreement shall terminate and rent shall be abated during the unexpired portion of this Agreement effective on the date physical possession is taken by the condemning authority. Tenant shall have no claim to the condemnation award or proceeds in lieu thereof.

8.2 Partial Taking. If a portion of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and this Agreement is not terminated as provided in Section 8.1 above, to the extent sufficient condemnation awards or sales proceeds in lieu thereof to enable Landlord to restore and reconstruct the Premises are made available to Landlord by the holder of any mortgage or deed to secure debt encumbering the Building, Landlord shall, at Landlord's sole risk and expense, restore and reconstruct the Premises to the extent necessary to make it reasonable tenable. The rent payable under this Agreement during the unexpired portion of the Term shall be adjusted to such an extent as may be fair and reasonable under the circumstances. Tenant shall have no claim to the condemnation award or proceeds in lieu thereof.

ARTICLE 9. -- ASSIGNMENT OR SUBLEASE.

9.1 Landlord Assignment. Landlord shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Agreement and in the building and the project of which the Premises are a part. Any such sale, transfer or assignment shall operate to release Landlord from any and all liabilities under this Agreement arising after the date of such sale, assignment or transfer, provided, however, that any such assignee executes an agreement assuming all of the obligations and liabilities of Landlord under and with respect to this Agreement.

9.2 Tenant Assignment. Tenant shall not assign, in whole or in part, this Agreement, or allow it to be assigned, in whole or in part, by operation of law or other or mortgage or pledge the same, or sublet the Premises, in whole or in part, without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed, and in no event shall any such assignment or sublease ever release Tenant or any guarantor from any obligation or liability hereunder. No assignee or subtenant of the Premises or any portion thereof may assign or sublet the Premises or any portion thereof. Tenant shall have the right without the prior written consent of Landlord to assign this Agreement or sublet the Premises, or any portion thereof, or to permit occupancy of any portion of the Premises by, an Affiliate permit occupancy of any portion of the Premises by, an Affiliate (as hereinafter defined); provided, however, Tenant notifies Landlord in writing of any such assignment or sublease within _____ (____) days following any such assignment or

sublease and in the case of an assignment, such Affiliate must execute an instrument, in form and substance satisfactory to Landlord, assuming Tenant's obligations hereunder. For the purposes of this Agreement, the term "Affiliate" shall mean (i) a parent or subsidiary corporation of Tenant; or (ii) any corporation or entity controlled by, under common control with, or in control of Tenant (for the purposes of this definition, "control" shall not require the ownership of 50% or more of the voting and ownership interest in such entity if actual control of management exists). Upon the occurrence of an Event of Default, as said term is hereinafter defined, if all or any part of the Premises are then assigned or sublet, Landlord, in addition to any other remedies provided by this Agreement or provided by law, may, at its option, collect directly from the assignee or subtenant all rents becoming due to Tenant by reason of the assignment or sublease, and Landlord shall have a security interest in all properties on the Premises to secure payment of such sums. Any collection directly by Landlord from the assignee or subtenant shall not be construed to constitute a novation or a release of Tenant or any guarantor from the further performance of its obligations under this Agreement.

9.3 Rights of Mortgagee. Except as otherwise provided herein, Tenant accepts this Agreement subject and subordinate to any recorded mortgage or deed to secure debt presently existing or hereafter created upon the building or project of which the Premises are a part, and to all recorded restrictions, covenants, easements and agreements with respect to the building or project of which the Premises are a part, whether presently existing or hereafter created, and all amendments, modifications or restatements thereof and all replacements and substitutions therefor provided, however, that the subordination of this Agreement to any deed to secure debt or mortgage hereafter placed on the building or project of which the Premises are a part shall be expressly conditioned upon the receipt by Tenant of a non-disturbance agreement in a form reasonably satisfactory to Tenant from the holder of any such security deed or mortgage. Landlord further agrees to use its best efforts to obtain a non-disturbance agreement in a form reasonably satisfactory to Tenant from the holder of any deed to secure debt or mortgage presently encumbering the building or project of which the Premises are a part within sixty (60) days of the date hereof. Landlord is hereby irrevocably vested with full power and authority to subordinate Tenant's interest under this Agreement to the lien and security title of any mortgage or deed to secure debt and to any such recorded restrictions, covenants, easements and agreements hereafter placed on the Premises, and to any future instrument amending, modifying, restating, replacing or substituting for any such existing recorded restrictions, covenants, easements and agreements, and Tenant agrees upon demand to execute such additional instruments subordinating this Agreement as Landlord may require so long as Landlord provides Tenant with a non-disturbance agreement from the holder of the security deed presently encumbering the building or project of which the Premises are a part. If the interests of Landlord under this Agreement shall be transferred by reason of foreclosure or other proceedings for enforcement of any mortgage or deed to secure debt on the Premises, or by any deed in lieu thereof, Tenant shall be bound to the transferee (sometimes called the "Purchaser") at the option of the Purchaser, under the terms, covenants and conditions of this Agreement for the balance of the Term remaining, including any extensions or renewals, with the same force and effect as if the Purchaser were Landlord under this

Agreement, and, if requested by the Purchaser, Tenant agrees to attorn to the Purchaser (including the mortgagee or the grantee under any such mortgage or deed to secure debt if it be the Purchaser) as its landlord.

9.4 Estoppel Certificates. Tenant agrees to furnish, from time to time, within ten (10) days after receipt of a request from Landlord or Landlord's mortgagee, a statement certifying, if true and applicable, the following: Tenant is in possession of the Premises; the Premises are acceptable; the Agreement is in full force and effect; the Agreement is unmodified; Tenant claims no present charge, lien or claim of offset against Base Rent or Additional Rent; the Base Rent and Additional Rent is paid for the current month, but is not prepared for more than one month and will not be prepaid for more than one month in advance; there is no existing default by reason of some act or omission by Landlord; and such other matters as may be reasonably required by Landlord or Landlord's mortgagee.

ARTICLE 10. --DEFAULT AND REMEDIES.

10.1 Default by Tenant. The following shall be deemed to be Events of Default by Tenant under this Agreement: (1) Tenant shall fail to pay any installment of Base Rent, Additional Rent or any other payment required pursuant to this Agreement within ten (10) days of written notice from Landlord that the same is due; (2) Tenant shall abandon any substantial portion of the Premises; (3) Tenant shall fail to comply with any term, provision or covenant of this Agreement, other than the payment of Base Rent or Additional Rent or any other sum due hereunder, and said failure is not cured within thirty (30) days, and if Tenant in good faith commences to cure such default within thirty (30) days after Tenant's receipt of written notice from Landlord and continues to effect such cure with due diligence, said cure period shall be extended for an additional thirty (30) days (i.e., a total cure period of sixty (60) days); (4) Tenant shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due; or a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant; or Tenant shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or (5) Tenant shall do or permit to be done any act which results in a lien being filed against the Premises or the building or project of which the Premises are a part.

10.2 Remedies for Tenant's Default. Upon the occurrence of any Event of Default, Landlord may at its option pursue any one or more of the following remedies, and any and all other rights of remedies accruing to Landlord by law or otherwise, without any notice or demand to the extent permitted by applicable law:

(a) Commence dispossessory proceedings with or without the termination of this Agreement.

(b) Commence proceedings against Tenant for all amounts owed by Tenant to Landlord, whether as Base Rent, Additional Rent, damages or otherwise.

(c) Terminate the Term, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to pay on demand the amount of all loss and damage which Landlord may actually suffer by reason of the termination of the Term under this section or otherwise.

(d) Relet the Premises on behalf of Tenant and receive directly the rent by reason of the reletting. Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of any reletting of the Premises; further, Tenant agrees to reimburse Landlord upon demand for any expenditures made by it for remodeling or repairing in order to relet the Premises and for all other expenses incurred in connection with such reletting.

(e) Enter upon and take possession of the Premises, without being liable for prosecution of any claim for damages or for trespass or other tort.

(f) Do or cause to be done whatever Tenant is obligated to do under the terms of this Agreement, in which case Tenant agrees to reimburse Landlord on demand for any and all costs or expenses which Landlord may thereby incur. Tenant agrees that Landlord shall not be liable for any damages resulting to Tenant from effecting compliance with Tenant's obligation under this section, whether caused by the negligence of Landlord or otherwise.

(g) Enforce the performance of Tenant's obligations hereunder by injunction or other equitable relief (which remedy may be exercised upon any breach or default or any threatened breach or default of Tenant's obligations hereunder).

ARTICLE 11. -- DEFINITIONS

11.1 Abandon. "Abandon" means the vacating of all or a substantial portion of the Premises by Tenant, whether or not Tenant is in default of any rent payments due under this Agreement.

11.2 Act of God or Force Majeure. An "act of God" or "force majeure" is defined for purposes of this Agreement as strikes, lockouts, sitdowns, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of Landlord and which by the exercise of due diligence Landlord is unable, wholly or in part, to prevent or overcome.

11.3 Additional Rent. "Additional Rent" as used in this Agreement shall mean all sums due Landlord from Tenant under this Agreement, other than Base Rent.

11.4 Base Rent. "Base Rent" as used in this Agreement means the amount specified in Section 1.4 as Base Rent.

11.5 Commencement Date. "Commencement Date" as used in this Agreement means the date designated as such in section 1.3. The Commencement Date shall constitute the commencement of the Term for all purposes, whether or not Tenant has actually taken possession. However, if for any reason Landlord is unable to deliver possession of the Premises to Tenant upon the Commencement Date, Landlord shall not be liable for any damage caused thereby, nor shall this Agreement become void or voidable, but, rather, the term specified herein shall commence upon the date of delivery or possession of the Premises to Tenant and shall terminate on the Expiration Date.

11.6 Expiration Date. "Expiration Date" as used in this Agreement means the date designated as such in Section 1.3.

11.7 Events of Default. "Events of Default" as used in this Agreement means those events specified in Section 11.1 as Events of Default.

11.8 Landlord. "Landlord" as used in this Agreement means the entity or person identified as Landlord in Section 1.1.

11.9 Operating Expenses. "Operating Expenses" as used in this Agreement is defined in Section 2.3.

11.10 Premises. "Premises" as used in this Agreement means the Premises described in Section 1.2.

11.11 Rent. "Rent" or "rent" as used in this Agreement means, collectively, Base Rent and Additional Rent.

11.12 Square Feet. "Square feet" or "square foot" as used in this Agreement includes the area contained within the Premises together with a common area contained within the Premises together with a common area percentage factor of the Premises proportionate to the total building area.

11.13 Tenant. "Tenant" as used in this Agreement means the entity or person identified as Tenant in Section 1.1.

11.14 Term. "Term" as used in this Agreement means the period of time specified in Section 1.3 commencing on the Commencement Date and terminating on the Expiration Date.

ARTICLE 12. -- MISCELLANEOUS

12.1 Waiver. Failure of Landlord to declare an Event of Default immediately upon its occurrence, or delay in taking any action in connection with an Event of Default, shall not constitute a waiver of the Event of Default, but Landlord shall have the right to declare the Event of Default at any time and take such action as is lawful or authorized under this Agreement. Pursuit of any one or more of the remedies set forth in Article 10 above shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this Agreement or provided by law, nor shall pursuit of any remedy constitute forfeiture or waiver or any Base Rent or damages accruing to Landlord by reason of the violation of any of the terms, provisions or covenants of this Agreement. Failure by Landlord to enforce one or more of the remedies provided upon an Event of Default shall not be deemed or construed to constitute a waiver of the Event of Default or of any other violation or breach of any of the terms, provisions and covenants contained in this Agreement.

12.2 Act of God. Landlord shall not be required to perform any covenant or obligation in this Agreement, or be liable in damages to Tenant, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an act of God or force majeure or by Tenant.

12.3 Attorney's Fees. The unsuccessful party in any action or proceeding shall pay for all costs, expenses and reasonable attorney's fees incurred by the prevailing party or its agents or both in enforcing the covenants and agreements of this Agreement. The term "prevailing party" as used herein shall include without limitation a party who obtains legal counsel and brings action against the other party by reason of the other party's breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment.

12.4 Successors. Subject to the terms of Article 9, this Agreement shall be binding upon the inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives, successors and assigns. It is hereby covenanted and agreed that

should Landlord's interest in the Premises cease to exist for any reason during the Term, then, notwithstanding the happening of such event, this Agreement nevertheless shall remain unimpaired and in full force and effect, and Tenant hereunder agrees to attorn to the then owner of the Premises.

12.5 Rent Tax. If applicable in the jurisdiction where the Premises are situated, Tenant shall pay and be liable for all rental, sales and use taxes and other similar taxes, if any, levied or imposed by any city, state, county or other governmental body having authority, such payments to be in addition to all other payments required to be paid to Landlord by Tenant under the terms of this Agreement. Any such payment shall be paid concurrently with the payment of the Base Rent, Additional Rent, Operating Expenses or other charges upon which the tax is based as set forth above.

12.6 Captions. The captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any section.

12.7 Notice. All rent and other payments required to be made by Tenant hereunder shall be payable to Landlord at the address set forth in Section 1.5, or at any other address within the United States as Landlord may specify from time to time by written notice. All payments required to be made by Landlord to Tenant shall be payable to Tenant at the address set forth in Section 1.5, or at any other address within the United States as Tenant may specify from time to time by written notice. Any notice or document required or permitted to be delivered by the terms of this Agreement shall be deemed to be delivered (whether or not actually delivered) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the respective addresses set forth in Section 1.5, as to Tenant, and in Section 14.14, as to Landlord.

12.8 Submission of Agreement. Submission of this Agreement for signature does not constitute a reservation of space or an option to lease. This Agreement is not effective until executive by and delivery to both Landlord and Tenant.

12.9 Corporate Authority. If either Landlord or Tenant execute this Agreement as a corporation, each of the persons executing this Agreement on behalf thereof does hereby personally represent and warrant that the party making such warranty is a duly authorized and existing corporation that said party is qualified to do business in the state in which the Premises are located, that said corporation has full right and authority to enter into this Agreement, and that each person signing on behalf of said party is authorized to do so. In the event any representation or warranty is false, all persons who execute this Agreement shall be liable, individually, as Landlord or Tenant, as the case may be.

12.10 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

12.11 No Broker Claims. Landlord and Tenant hereby warrant and represent to the other than the party making said warranty and representation has not dealt with any broker, agent or finder in connection with this Agreement, and Landlord and Tenant covenant and agree to indemnify and hold the other harmless from and against any and all loss, liability, damage, claim, judgment, cost or expense (including, but not limited to, attorneys' fees and expenses and court costs) that may be incurred or suffered by the other because of any claim for any fee, commission or similar compensation with respect to this Agreement, made by any broker, agent or finder claiming to have dealt with the indemnifying party, whether or not such claim is meritorious.

12.12 No Estate in Land. It is expressly agreed that under this Agreement, Tenant shall be granted a usufruct only in the Premises, and not a leasehold or other estate in land, and that Tenant's interest hereunder is not subject to levy, execution and sale and is not assignable except with Landlord's prior written consent.

12.13 Ownership and Management. The name and address of the person authorized to act for and on behalf of the owner of the Premises for the purpose of serving process and receiving of demands and notices is:

The name and address of the person authorized to manage the Premises is:

Landlord shall advise Tenant of any change in the foregoing names and addresses either by notice hereunder or by posting a notice of such change in a conspicuous place.

12.14 Time of Essence. Time is of the essence of this Agreement.

12.15 Bankruptcy.

(a) Rent. All amounts payable by Tenant to Landlord hereunder, whether called rent, Base Rent, Additional Rent or otherwise, shall be deemed rent for the purposes of Section 502(b)(6) of the Federal Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code").

(b) Assignment. If Tenant or any trustee of Tenant assumes this Agreement and Tenant or any trustee of Tenant proposes to assign the same pursuant to the provisions of the Bankruptcy Code to any person or entity who shall have made a bona fide offer to accept an assignment of this Agreement on terms acceptable to Tenant, the notice of such proposed assignment, setting forth (i) the name and address of such person or entity, (ii) all of the terms and conditions of such offer, and (iii) adequate assurance to be provided Landlord to assure such person's or entity's future performance under this Agreement, including without limitation, the assurance referred to in subsections 365(b)(1) and (3) of the Bankruptcy Code, shall be given to Landlord by Tenant no later than twenty (20) days after receipt by Tenant, but in any event no later than ten (10) days prior to the date that Tenant shall make application to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption, and Landlord shall thereupon have the prior right and option, to be exercised by notice to Tenant given at any time prior to the effective date of such proposed assignment, to accept an assignment of this Agreement upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person, less any brokerage commissions which may be payable out of the consideration to be paid by such person for the assignment of this Agreement.

(c) Payment on Assignment. If this Agreement is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all moneys or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusively property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all moneys or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and shall be promptly paid to or turned over to Landlord.

(d) Deemed Assumption. Any person or entity to which this Agreement is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations of Tenant arising under this Agreement on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption.

12.16 Joint and Several Liability. If either of Landlord or Tenant comprise more than one person, corporation, partnership or other entity, the liability hereunder of all such persons, corporations, partnership or other entities shall be joint and several.

ARTICLE 13. -- AMENDMENT AND LIMITATION OF WARRANTIES.

13.1 Entire Agreement. IT IS EXPRESSLY AGREED BY TENANT, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS AGREEMENT, THAT THIS AGREEMENT, WITH THE SPECIFIC REFERENCES TO WRITTEN EXTRINSIC DOCUMENTS, IS THE ENTIRE AGREEMENT OF THE PARTIES; THAT THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THIS AGREEMENT OR TO THE EXPRESSLY MENTIONED WRITTEN EXTRINSIC DOCUMENTS NOT INCORPORATED IN WRITING IN THIS AGREEMENT.

13.2 Amendment. THIS AGREEMENT MAY NOT BE ALTERED, WAIVED, AMENDED OR EXTENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY LANDLORD AND TENANT.

13.3 Limitation of Warranties. LANDLORD AND TENANT EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS AGREEMENT, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.

ARTICLE 14. -- OTHER PROVISIONS

14.1 SPECIAL STIPULATIONS: The Special Stipulations, if any, set forth in Exhibit "E", attached hereto are hereby made a part hereof by reference. To the extent that such Special Stipulations conflict or are inconsistent with any of the foregoing provisions of this Agreement, the Special Stipulations shall control.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Industrial Tenancy Agreement, under seal, the day and year first above written.

LANDLORD:

Witness

By: _____
Its:

Attest: _____
Its:

[CORPORATE SEAL]

TENANT:

Witness

By: _____
Its:

Attest: _____
Its:

[CORPORATE SEAL]