

TRIPLE NET LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made this ____ day of _____, 2011 between Rex Howton ("Landlord") and _____ ("Tenant").

1. **LEASED SPACE AND PURPOSE.**

Landlord hereby rents to Tenant all that certain space ("Leased Space") of the commercial building ("Building") owned by Landlord and with an address of 601 Windy Hill Road, City of Smyrna, Cobb County, Georgia, consisting of approximately twenty five hundred (2500) rentable square feet (as shown on Exhibit "A" attached). The Leased Space includes all permanently affixed fixtures, equipment, improvements, additions and other property installed therein at the Commencement Date, or at any time during the term of this Lease (other than Tenant's movable personal property). The Leased Space shall be used for the purpose of _____.

2. **TERM.**

The term of this Lease and Tenant's obligation to pay rent hereunder shall commence on March 1, 2007 ("Commencement Date"). The term of this Lease ("Initial Lease Term") shall end three, (3) years after the Commencement Date, on March 1, 2007.

3. **MINIMUM ANNUAL RENT.**

The minimum annual rent for the space is as follows ("Minimum Annual Rent"):

March 1, 2007 – February 28, 2008	\$_____ per month
March 1, 2008 – February 28, 2009	\$_____ per month
March 1, 2009 – February 28, 2010	\$_____ per month

All rent shall be payable, in advance, and without prior notice, demand, set-off or reduction at the address of Landlord set forth in the heading of this Lease or at such other place, or to such other person as Landlord may from time to time direct.

This Lease shall be deemed and construed to be a "triple net lease" and Tenant shall pay to Landlord, throughout the Term, the Minimum Annual Rent, Additional Rent and other amounts due Landlord hereunder free of any charges, assessments, impositions, or deductions of any kind and without abatement, deduction or set-off whatsoever and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever (including, without limitation, taxes, assessments (special or general), utilities, repair or maintenance costs of any nature to the Leased Premises or the Building) or be under any other obligation or liability hereunder, except as herein otherwise expressly set forth.

4. **ADDITIONAL RENT.**

Tenant shall pay to Landlord as "Additional Rent" (in addition to the sums payable pursuant to paragraph 3) the following:

- (a) Expenses Incurred by Landlord as a Result of Tenant's Default. All reasonable sums which may become due by reason of Tenant's failure to comply after all applicable notice and cure periods with any of the terms, conditions and covenants of this Lease to be kept and observed by Tenant, and any and all reasonable and actual damages, costs and expenses (including without limitation thereto reasonable attorney's fees) which Landlord may suffer or incur by reason of any material default of Tenant and any actual damage to the Building or the real estate of which the building is caused by any negligent act of omission of Tenant, together with interest to the date of payment (whether before or after entry of judgment and issuance of execution thereon) at a rate equal to ten (10%) percent during the period said payment is due ("Default Rate").

5. **NEGATIVE COVENANTS OF TENANTS; HAZARDOUS SUBSTANCES**

- (a) Tenant will not:
- (i) damage the Leased Space or any other part of the Building;
 - (ii) bring into or permit to be kept in the Leased Space any dangerous explosive or obnoxious substances;
 - (iii) have property of substantial size or quantity delivered to or removed from the Leased Space without first making arrangements reasonably satisfactory to Landlord;
 - (iv) bring into the Leased Space or use any equipment that might damage the Building;
 - (v) conduct itself or permit its agents, servants, employees or invitees to conduct themselves in a manner that in Landlord's judgment reasonably exercised is improper or unsafe.
 - (vi) manufacture any commodity or prepare or dispense any food or beverages in the Leased Space, except for consumption in the Leased Space by Tenant or its employees;
 - (vii) remove, attempt to remove or manifest any intention to remove Tenant's goods or property from the Leased Space other than in the ordinary course of business;
 - (viii) vacate or abandon the Leased Space, except in cases where Tenant notifies Landlord of its intention to market the space for sublease or vacate and continue to pay all rents herein due;
 - (ix) do or suffer to be done, any act, matter or thing that voids or suspends Landlord's insurance policy on the Building. In the event Tenant's sole acts cause an increase in Landlord's insurance policies, Tenant agrees to

pay to Landlord as Additional Rent, any and all increase in premium or insurance carried by Landlord on the Leased Space or on the Building.

(b) Tenant's Responsibility Regarding Hazardous Substances.

(i) Hazardous Substances. The term "Hazardous Substances", as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCB's), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

(ii) Tenant's Restrictions.

Tenant shall not cause or permit to occur:

(A) Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Leased Space or Center, or arising from Tenant's use or occupancy of the Leased Space, including, but not limited to, soil and ground water conditions; or

(B) The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under, or about the Leased Space or Center.

(iii) Environmental clean-up.

(A) Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances ("Laws") brought onto the Leased Space by Tenant.

(B) Tenant shall, at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Laws.

(C) Should any Authority or any third party demand that a cleanup plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that arises at any time from Tenant's use or occupancy of the Leased Space, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and Tenant shall carry out such cleanup plans.

- (D) Tenant shall provide a listing of all hazardous materials stored on the Leased Space. If Tenant fails to fulfill any duty imposed under this subparagraph (iii) within a reasonable time, Landlord may do so; in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Laws to the Leased Space and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations under this Subparagraph (iii).
- (E) Tenant shall indemnify, defend, and hold harmless Landlord, the manager of the Center, and their respective officers, directors, beneficiaries, shareholders, partners, agents and employees from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill discharge, or other release of Hazardous Substances that occurs from Tenants occupancy, and take all steps required by all Authorities under the Laws and all other environmental laws.
- (F) Tenant's obligations, liabilities and indemnity under this Subparagraph (iii) shall survive the expiration of this Lease.

6. **LATE PAYMENT.**

If any payment required by Tenant under any of the terms hereof shall not be paid within three (3) business days after receipt of notice from Landlord, Tenant shall immediately and without demand pay a late charge to Landlord equal to the greater of (a) fifty (\$50.00) dollars or (b) six percent (6%) of the past due amount and such late charge shall be deemed Additional Rent for purposes of this Lease.

7. **CONSTRUCTION OF LEASED SPACE.**

Landlord shall, without cost to Tenant, complete that portion of the construction and other items of work in the Leased Space described as "Landlord's Work," if any.

Within ten (10) days after the completion of Landlord's Work, Tenant shall give Landlord a written list (the "Final Punch List") of all contended defects, if any, in Landlord's construction work and of all contended variances in Landlord's work from the requirement hereof. Any and all such defects and variances not set forth in the Final Punch List shall be conclusively deemed to be waived by Tenant. Landlord shall correct all items on the Final Punch List that constitute valid defects or variances within ten (10) days after Landlord's receipt of the Final Punch List, unless the nature of the defect or variance is such that a longer period of time is required to repair or correct the same, in which case Landlord shall exercise due diligence in correcting such defect or variance at the earliest possible date and with a minimum of

interference with the operation of Tenant. Any disagreement that may arise between Landlord and Tenant with respect to whether an item on the Final Punch List constitutes a valid defect or variance shall be conclusively resolved by the decision of Landlords' architect. By occupying the Leased Space as a Tenant, Tenant shall be conclusively deemed to have accepted the same and to have acknowledged that the Leased Space is in the condition required by this Lease, except as to any defects or variances set forth in the Final Punch List.

8. **TENANT'S ALTERATIONS.**

Tenant shall make no alterations, additions or improvements ("Tenant Improvements") to the Leased Space without the consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed. If Landlord does not respond to Tenant's request for consent within twenty (20) days, said consent shall be deemed to be given and Tenant may proceed with the described Tenant Improvements. Tenant shall furnish to Landlord copies of the plans, specifications and permits necessary for such work, as well as any copies of insurance certificates for trades performing work in the Leased Premises. Tenant Improvements shall be done at Tenant's expense. All Tenant Improvements shall be done in first class, workmanlike manner and shall comply with all insurance requirements and all applicable laws, ordinances, rules and regulations of governmental authorities having jurisdiction thereover.

All Tenant Improvements shall become a part of the Leased Space when made and shall remain upon and be surrendered with the Leased Space at the end of the Term, provided, however, if prior to the termination of this Lease by lapse of time or otherwise, Landlord so directs by written notice to Tenant, the Tenant shall promptly remove the Tenant Improvements which were placed in the Leased Space by Tenant and which are designated in said notice. Tenant shall repair any damage occasioned by such removal, and, in default thereof, Landlord may effect said removal and repairs at Tenant's expense. Any property left in the Leased Space by Tenant shall be deemed to have been abandoned; Landlord may dispose of such property at Tenant's expense and without notice to Tenant.

9. **MECHANIC'S LIENS.**

If any mechanics or other lien shall be filed against the Leased Space or the Building purporting to be for labor or material furnished or to be furnished at the request of the Tenant, then Tenant shall at its expense cause such lien to be discharged of record by payment, bond or otherwise, within ten (10) days after the filing thereof. If Tenant shall fail to cause such lien to be discharged of record within such period, Landlord may cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and Tenant shall, upon demand, reimburse Landlord for all amounts paid and costs incurred, including attorneys' fees, in having such lien discharged of record.

10. **CONDITION OF LEASED SPACE.**

Tenant acknowledges and agrees that, except as expressly set forth in this Lease, there have been no representations or warranties made by or on behalf of Landlord with respect to the Leased Space or the Building or with respect to the suitability of either for the conduct of Tenant's business. The taking of possession of the Leased Space by Tenant shall conclusively

establish that the Leased Space and the Building were at such time in satisfactory condition, order and repair.

11. **BUILDING SERVICES.**

Landlord shall provide or cause to be provided, in a first-class manner and at Tenant's sole cost and expense, each of the following services and facilities:

- (a) Air conditioning, ventilation and heating, through the air conditioning system of the Building. Tenant agrees to cooperate fully with Landlord and to abide by all the regulations and requirements which Landlord may reasonably prescribe for the proper functioning and protection of the air conditioning system.
- (b) Electric current for illumination, office use and the operation of Tenant's equipment. If the nature of Tenant's use requires additional lines, risers or other equipment, Tenant shall install the same (after obtaining Landlord's prior written approve) at Tenant's cost and expense.

Landlord shall not be liable in damages or otherwise for temporary delay or failure in furnishing any of the foregoing services or facilities, except in cases of Landlord's sole negligence, error, or omission. In no event shall such delay or failure, regardless of cause, constitute an eviction, disturbance of Tenant's use and possession of the Leased Space, render Landlord liable to Tenant, authorize abatement of rent, relieve Tenant from performance of its obligations under this Lease, or result in a termination of this Lease.

12. **ASSIGNMENT AND SUBLETTING.**

Tenant shall not, without the prior written consent of Landlord, assign or mortgage this Lease or any prior interest therein or sublet the Leased Space or any part thereof.

13. **ACCESS TO LEASED SPACE.**

Landlord, its employees and agents shall have the right to enter the Leased Space at all reasonable times but in no event on less than 24 hours prior notice (except in the case of emergencies) for the purpose of examining or inspecting the same, showing the same to prospective purchasers or tenants of the Building, or mortgagees, and making such alterations, repairs, improvements or additions to the Leased Space or to the Building as Landlord may deem necessary or desirable. Except in case of emergency, any such entry shall be after reasonable notice to Tenant. If a representative of Tenant shall not be present to open and permit entry into the Leased Space at any time when such entry by Landlord is necessary or permitted hereunder, Landlord may enter by means of a master key (or forcibly in the event of an emergency) without liability to Tenant and without such entry constituting an eviction of Tenant or termination of this Lease. No locks or similar devices shall be attached to any doors or windows in the Leased Space without the prior written consent of Landlord. No door keys shall be made other than those provided by Landlord. If more than two (2) keys for one lock are desired, Landlord will provide the same upon payment by Tenant. All keys must be returned to Landlord at the expiration or termination of the Lease.

14. **REPAIRS.**

- (a) Tenant shall make all repairs necessary to maintain the plumbing, air conditioning and electrical systems, windows, elevators, floors and all other items which constitute a part of the Leased Space whether or not such items are installed or furnished by Landlord. The cost of any repairs made by Landlord shall be deemed to be Additional Rent hereunder.
- (b) In addition to the foregoing, Tenant shall make, at its sole cost and expense, all repairs necessary to maintain the interior non-structural portions of the Leased Space and shall keep the Leased Space and Tenant's fixtures therein in neat and orderly condition. If the Tenant refuses or neglects to make such repairs, or fails to diligently prosecute the same to completion, after ten (10) days written notice from Landlord of the need therefor, Landlord may make such repairs at the expense of Tenant and such reasonable expense shall be collectible as Additional Rent. Any such repairs and any labor performed or materials furnished in, or about the Leased Space shall be performed and furnished by Tenant in strict compliance with all applicable laws, regulations, ordinances and requirements of all duly constituted authorities or governmental bodies having jurisdiction over the Building, the requirements of any board of underwriters having jurisdiction thereof, as well as any reasonable regulations imposed by Landlord.

15. **SURRENDER OF LEASED SPACE.**

At the expiration or earlier termination of this Lease, Tenant shall surrender the Leased Space to Landlord, together with all alterations, additions and improvements thereto, in broom clean condition and in good order and repair, ordinary wear and tear excepted. Tenant shall have the right at the end of the term hereof to remove any non-permanently affixed equipment, furniture, trade fixtures or other personal property placed in the Leased Space by Tenant, provided that Tenant promptly repairs any damage to the Leased Space caused by such removal. Tenant shall repair all damage to the Leased Space caused by such removal and restore the Leased Space to the condition in which it was prior to the installation of the items so removed. If Tenant shall fail to remove any of its equipment, furniture, trade fixtures or other personal property, Landlord may remove and store the same at the expense of Tenant or sell the same on behalf of Tenant at public or private sale in such manner as is commercially reasonable with any proceeds thereof to be first applied to the actual and reasonable costs and expenses, including attorney's fees, of the storage and sale and the payment of any amounts owed hereunder by the Tenant.

16. **INDEMNIFICATION AND INSURANCE.**

Tenant covenants and agrees that it shall, without notice or demand and at its own cost and expense, indemnify and save harmless Landlord, except in cases of Landlord's gross negligence or willful misconduct, from and against:

- (a) the use and occupancy of the Leased Space by Tenant, its agents, employees and invitees;

- (b) any failure by Tenant to perform any of the terms or conditions of this Lease required to be performed by Tenant;
- (c) any failure by Tenant to comply with any statutes, regulations, ordinances or orders of any governmental authority; or
- (d) any accident, death, injury, or damage, loss or theft of property in or about the Leased Space (whether involving property belonging to Tenant or any other person) unless such accident, death, injury, damage, loss or theft is caused by the negligence or willful act of the Landlord, and from and against all costs attorney fees, expenses and liabilities incurred in or as a result of any such claim or action or proceeding brought against Landlord by reason of any such claim. Tenant, upon notice from Landlord, covenants to resist or to defend such action or proceeding by legal counsel reasonably satisfactory to Landlord.

Notwithstanding the provisions of this Section 16 of the Lease to the contrary, Tenant shall not be required to indemnify and hold Landlord harmless from any loss, cost, liability, damage or expense (collectively "Claims"), to any person, property or entity resulting from the gross negligence or willful misconduct of Landlord, and Landlord hereby indemnifies and saves Tenant harmless from and against any willful or negligent act of Landlord or its employees, agents or contractors. Tenant's agreement to indemnify and hold Landlord harmless set forth above are not intended to, and shall not relieve any insurance carrier of its obligations under policies required to be carried pursuant to the provisions of the Lease to the extent that such policies cover the results of such acts or conduct.

Tenant shall keep in force general liability insurance with respect to the Leased Space, with companies and in form acceptable to the Landlord to afford protection of not less than five hundred thousand (\$500,000.00) dollars with respect to personal injury or death and property damage, and naming the Landlord as an additional insured and providing thirty (30) days notice prior to cancellation or modification. Copies of such certificates of insurance shall be delivered to Landlord prior to the Commencement Date.

Landlord shall obtain and keep in force a policy of general liability insurance with coverage against such risks and in such amounts as Landlord deems reasonably advisable but in any event comparable to the amounts typically carried by other comparable landlords with comparable property in the same geographic area as the Building insuring Landlord against liability arising out of the ownership, operation and management of the Building.

Landlord shall also obtain and keep in force during the Term of this Lease a policy or policies of insurance covering loss or damage to the Building in the amount of not less than eighty percent (80%) of the full replacement cost thereof (less foundations and footings), as reasonably determined by Landlord from time to time. The terms and conditions of said policies and the perils and risks covered thereby shall be determined by Landlord, from time to time, in Landlord's sole and reasonable discretion. In addition, at Landlord's option. The policies purchased by Landlord shall contain such commercially reasonable deductibles as Landlord may determine.

Landlord and Tenant waive any and all rights of recovery against the other for liability or damage of the Building or Premises to the extent that each respective party's insurance policies then in force insure against such damage or destruction. The failure of either party to insure its property shall not invalidate this waiver. Each party shall cause the insurance policies it obtains in accordance with this Section to provide that the insurance company waives all right of recovery by subrogation against the other party in connection with any liability or damage covered by Landlord or Tenant's (as the case may be) insurance policies.

17. **FIRE OR OTHER CASUALTY.**

- (a) If the Leased Space is partially damaged by fire or other casualty and Tenant is not able to occupy or use the Leased Premises as herein contemplated, the damages shall be repaired by and at the expense of Landlord (provided such casualty is not caused by Tenant or its employees, agents or invitees) and the rent shall abate during the repair period.
- (b) If the Leased Space is totally damaged or is rendered wholly untenable by fire or other casualty and if Landlord shall decide not to restore or not to rebuild the same, or if the Building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then or in any such events Landlord shall, within ninety (90) days after such fire or other casualty, give Tenant written notice of such decision, and thereupon the term of this Lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the Leased Space and surrender the same to Landlord. Upon the termination this Lease under the conditions hereinbefore provided, Tenant's liability for rent shall cease as of the day following the casualty.
- (c) In addition, if Landlord determines that the repair and restoration of the Leased Premises will take more than one hundred eighty (180) days and such determines shall be sent to Tenant within ninety (90) days of the destruction, then Landlord or Tenant may terminate this Lease by notifying the other party in writing of the intention to so terminate within 30 days of the date of Landlord's determination notice, and, in that event, the Lease shall be deemed to be terminated as of the date of the casualty, and rent payments shall be apportioned as of that date.

18. **CONDEMNATION.**

If the Leased Space or the Building or any material part of either shall be condemned for public use, then and in that event, upon the vesting of title to the same for such public use, this Lease shall terminate. In the event of such termination of this Lease, all rent paid in advance shall be apportioned as of the date of such termination. Notwithstanding the foregoing, if only a part of the Leased Space shall be so taken and the part not so taken shall be sufficient for the operation of Tenant's business, Tenant, at its election, may retain the part not so taken and there shall be proportional reduction in the rent. All compensation awarded or paid upon such a total or partial taking of the Leased Space shall belong to and be the property of the Landlord without any participation by the Tenant. Tenant agrees that shall have no claim to any condemnation award granted by any governmental or quasi-governmental authority in connection with the

condemnation of the Leased Premises or the Building. Nothing contained herein shall be construed to preclude the Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, or depreciation to, damage to, or cost of removal of, or for the value of stock, trade fixtures, furniture, and other personal property belonging to the Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect the Landlord's award or the award to any Mortgagee (as defined in Section 27 hereof).

19. **ESTOPPEL CERTIFICATES.**

At any time, and from time to time, upon the written request of Landlord or any Mortgagee (as defined in Section 27 hereof), Tenant, within fifteen (15) days of the date of such written request, agrees to execute and deliver to Landlord and/or such Mortgagee, without charge and in a form satisfactory to all parties, a written statement: (a) ratifying this Lease; (b) confirming the commencement and expiration date of the term of this Lease; (c) certifying that Tenant is in occupancy of the Leased Space, and that the Lease is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated; (d) certifying that all conditions and agreements under this Lease to be satisfied or performed by Landlord have been satisfied and performed except as shall be stated; (e) certifying that Landlord is not in default under the Lease and there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating the defaults and/or defenses claimed by Tenant; (f) reciting the amount of advance rent, if any, paid by Tenant and the date to which such rent has been paid; (g) reciting the amount of security deposited with Landlord. The failure of Tenant to execute, acknowledge and deliver to Landlord and/or any Mortgagee a statement in accordance with the provisions herein within the period set forth herein shall constitute an acknowledgment by Tenant which may be relied upon by any person holding or intending to acquire any interest whatsoever in the Leased space or the Building that this Lease has not been assigned, amended, changed or modified, is in full force and effect and that the Minimum Annual Rent, the Additional Rent have been duly and fully paid not beyond the respective due dates immediately preceding the date of the request for such statement and shall constitute as to any persons entitled to rely on such statements a waiver of any defaults by Landlord or defenses or offsets against the enforcement of this Lease by Landlord which may exist prior to the date of the written request.

20. **DEFAULT.**

The occurrence of any of the following shall constitute an event of default and breach of this Lease by Tenant:

- (a) failure of Tenant to take possession and commence paying rent of the Leased Space within ten (10) days after the Commencement Date;
- (b) a failure by Tenant to pay, when due, any installment of rent hereunder or any such other sum herein required to be paid by Tenant where such failure continues for five business (5) days after the due date set forth herein;

- (c) a failure by Tenant to observe and perform any other terms or conditions of this Lease to be observed or performed by Tenant, where such failure continues for twenty (20) days after written notice thereof from Landlord to Tenant, except in cases where it will take more than twenty (20) days for to cure the defective condition, then in such a case it shall be an event of default if Tenant fails to commence a cure within 20 days and diligently pursue the same to completion; and
- (d) the making by Tenant of any assignment for the benefit of creditors; and adjudication that Tenant is bankrupt, insolvent, or unable to pay its debts; the filing by or against Tenant of a petition in bankruptcy or of a petition for reorganization, arrangement or protection under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days after the filing thereof); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located in the Leased Space or of Tenant's interest in this Lease (unless possession is restored to Tenant within thirty (30) days after such appointment); or the attachment, execution or levy against, or other judicial seizure of, substantially all of Tenant's assets located in the Leased Space or of Tenant's interest in this Lease (unless the same is discharged within thirty (30) days after issuance thereof).

21. **REMEDIES.**

Upon the occurrence of any event of default:

- (a) Landlord may perform for the account of Tenant any such default of Tenant and immediately recover as Additional Rent reasonable expenditures made and the amount of any obligations incurred in connection therewith;
- (b) Landlord may accelerate all Minimum Annual Rent, Additional Rent and any other sums due or to become due for the balance of the term of this Lease and declare the same to be immediately due and payable;
- (c) Landlord, at its option, may serve notice upon Tenant that this Lease and the then unexpired term hereof shall cease and expire and become absolutely void on the date specified in such notice, to be not less than ten (10) days after the date of such notice without any right on the part of the Tenant to save the forfeiture by payment of any sum due or by the performance of any term or condition broken; and, thereupon and at the expiration of the time limit in such notice, this Lease and the term hereof, as well as the right, title and interest of the Tenant hereunder, shall wholly cease and expire and become void in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed in such notice were the date herein granted for expiration of the term of this Lease. Thereupon, Tenant shall immediately quit and surrender to Landlord the Leased Space, and Landlord may enter into and repossess the Leased Space by summary proceedings, detainer, ejectment or otherwise and remove all occupants thereof and, at Landlord's option, any property thereon without being liable to indictment,

prosecution or damages therefor. No such expiration or termination of this Lease shall relieve Tenant of its liability and obligations under this Lease, whether or not the Leased Space shall be re-let;

- (d) Landlord may, at any time after the occurrence of any event of default, re-enter and repossess the Leased Space and any part thereof and attempt in its own name, as agent for tenant if this Lease not be terminated, or in its own behalf if this Lease be terminated, to re-let all or any part of the Leased Space for and upon such terms and to such persons and for such period or periods upon such terms and to such persons and for such period or periods as Landlord, in its sole discretion, shall determine, including the term beyond the termination of this Lease; and Landlord shall not be required to accept any tenant offered by Tenant about such re-letting. For the purpose of such re-letting, Landlord may make any necessary repairs which were caused by Tenants occupancy, to the Leased Space and the reasonable cost of such, repairs, shall be charged to and be payable by Tenant as Additional Rent hereunder; and
- (e) Landlord shall have the right of injunction, in the event of a breach by Tenant of any of the terms and conditions hereof, to restrain the same and the right to invoke any remedy allowed by law or in equity, whether or not other remedies, indemnity or reimbursements are herein provided. The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies; and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others.

22. **WAIVER.**

The failure or delay on the part of either party to enforce or exercise at any time any of the terms and conditions of this Lease shall in no way be construed to be a waiver thereof, nor affect the validity of this Lease or any part hereof, or the right of the party to thereafter enforce each and every such term or condition. No waiver of any breach of this Lease shall be held to be a waiver of any other or subsequent breach. The receipt by Landlord of rent at a time when the rent is past due under this Lease shall not be construed as a waiver of such default. The receipt by Landlord of a lesser amount than the rent due shall not be construed to be other than a payment on account of the rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease. No act or thing done by this Lease shall be deemed an acceptance of a surrender of the Leased Space, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord.

23. **QUIET ENJOYMENT.**

If and so long as Tenant pays the rent reserved hereunder and observes and performs all the terms and conditions on Tenant's part to be observed and performed hereunder, Tenant shall and may peaceably and quietly have, hold and enjoy the Leased Space for the entire term hereof, subject to all of the provisions of this Lease.

24. **FORCE MAJEURE.**

Time periods for Landlord's or Tenant's performance of their respective obligations under any of the terms of this Lease, other than monetary payments, shall be extended for periods of time during which the non-performing party's performance is prevented due to circumstances beyond the party's control, including without limitation, strikes, embargoes, governmental regulations, acts of God, war or other strife, or Landlord's inability to deliver possession of the Leased Space to Tenant because of the holding over of a previous tenant, or as a result of delays in the construction of the Building or the Leased Space. Notwithstanding anything contained herein to the contrary, if any interruption of utilities or services (except if caused by Tenant's willful act or gross negligence) misconduct shall continue for more than ten (10) consecutive business days and shall render all or any portion of the Leased Premises unusable for the normal conduct of Tenant's business then all Minimum Annual Rent and additional rent payable hereunder shall be abated from and after the eleventh (11th) consecutive business day until full use of such portion of the Leased Premises is restored to Tenant.

25. **SUCCESSORS.**

The respective rights and obligations provided in this Lease shall bind and shall inure to the parties hereto, and their successors and permitted assigns.

26. **LANDLORD'S LIABILITY.**

Landlord's responsibility under this Lease shall be limited to its interest in the Leased Space and in the Building. Tenant agrees to look solely to Landlord's interest in the Leased Space and in the Building for the collection of any judgment, and, in entering any such judgment, the person entering the same shall request the prothonotary to mark the judgment index accordingly. If the Leased Space or the Building is transferred or conveyed, Landlord shall be relieved of all covenants and obligations under this Lease thereafter.

27. **SUBORDINATION.**

Tenant agrees: (a) that, except as hereinafter provided, this Lease is, and all of Tenant's rights hereunder are and shall always be, subject and subordinate to any mortgage, leases of Landlord's property (in sale-leaseback) pursuant to which Landlord has or shall retain the right of possession of the Leased Space (and/or the Building) or security instruments (collectively called "Mortgage") that now exist, or may hereafter be placed upon the Leased Space or the Building, or any part thereof and all advances made or to be made thereunder and extensions thereof; and (b) that if the holder of any such Mortgage ("Mortgagee") or if the purchaser at any foreclosure sale or at any sale under a power of sale contained in any Mortgage shall at its sole option so request, Tenant will attorn to, and recognize such Mortgagee or purchaser, as the case may be, as Landlord under this Lease for the balance then remaining of the term of this Lease; (c) that the aforesaid provisions shall be self-operative and no further instrument or document shall be necessary unless required by any such Mortgagee or purchaser. Should Landlord or any Mortgagee or purchaser desire confirmation of either such subordination or such attornment, as the case may be, Tenant upon written request, and from time to time, will execute and deliver without charge and in form satisfactory to Landlord, to the Mortgagee or the purchaser all

reasonable instruments or documents that may be required to acknowledge such subordination and/or agreement to attorn, in recordable form, within fifteen (15) days following a request therefor from Landlord.

28. **RULES AND REGULATIONS.**

Tenant agrees to comply with the rules and regulations now existing or hereafter established by Landlord from time to time, which Landlord agrees will be applied uniformly to all tenants.

29. **GOVERNING LAW.**

This lease shall be governed by and construed in accordance with the laws of the state in which the Building is located.

30. **SEVERABILITY.**

If any provision of this Lease shall prove to be invalid, void or illegal, it shall in no way affect any other provision hereof and the remaining provisions shall nevertheless remain in full force and effect.

31. **HOLDING OVER.**

If Tenant shall, with the consent of Landlord, hold over after the expiration of the term hereof, such tenancy shall be deemed a month-to-month tenancy, which tenancy may be terminated as provided by applicable state law. During such tenancy, Tenant agrees to pay to Landlord two hundred percent (200%) of the then current rent for the Leased Space and to be bound by all the terms and conditions herein. If Landlord shall not give consent to such hold over by Tenant, such tenancy may be terminated as above provided, and until Tenant has vacated the Leased Space, it agrees to pay to Landlord rent at a monthly rental 200% of the rate payable by Tenant at the expiration of the term of this Lease.

32. **NOTICES.**

All notices and statements required or permitted under this Lease shall be in writing, delivered in person or sent by United States Registered or Certified Mail, postage prepaid, addressed as follows:

As to Tenant:

Attention:

As to Landlord:

Rex D. Howton
893 Church Street
Marietta, GA 30060
Attention: Rex Howton

Either party may at any time, in the manner set forth for giving notices to the other, designate a different address to which notices to it shall be sent.

33. **BROKERS.**

Tenant represents and warrants to Landlord that Tenant has not dealt with any broker, firm, company or person in connection with the negotiation for or the obtaining of this Lease and Tenant shall indemnify, defend and hold Landlord harmless from and against any claim by any person (other than Broker) claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this Lease, and any attorney's fees or other expenses incurred by Landlord in connection therewith.

34. **SIGNS.**

Tenant shall not, without the prior written consent of Landlord, whose consent shall not be unreasonably withheld or delayed, paint, place or erect any sign on the interior or exterior of the Leased Space or of the Building.

35. **CAPTIONS.**

The titles to paragraphs of this Lease are for convenience of reference only, and are not to be construed as defining, limiting or modifying the scope or intent of any of the terms and conditions of this Lease.

36. **QUIET ENJOYMENT**

If Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Lease, at all times during the Lease Term, and any renewal periods, have peaceful and quiet enjoyment of the Leased Space against any person claiming by, through or under Landlord.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed the day and year first above written, intending to be legally bound hereby.

LANDLORD:

By: _____

Print Name: _____

Its: _____

TENANT:

By: _____

Print Name: _____

Its: _____

"Exhibit A"

Quantity	Item
(1)	Air compressor: Dayton, 5 HP, 2 Stage, model # 3Z964A serial # 120689L-056892, Pump model # 3Z960
(1)	Hydraulic Lift: Wayne model # 3504, serial # 1078D8 Cylinder # 29K-1590
(2)	Air hose reels, Speedair ceiling mounted, w / quick couplings 3/4" hoses. Model # 2Z8658 (1) Serial # 920427-796 (2) Serial # 920507-250
(2)	Light Reels, cords, Lights fixture, ceiling mounted Model # 5000A-30G
(2)	Janitrol Hang down Heaters
(1)	Janitrol HVAC Unit, heating and cooling the 2 story end
(1)	Laundry sink in cabinet, wall mirror, towel dispenser, toilet and wall mountable garbage can in the bathroom downstairs.
(1)	Kitchen stainless sink w / faucet in cabinet, and toilet. (all new) in upstairs area.
(2)	Security lights outside mounted on building.
(3)	8' fluorescent light fixtures w / cage covers over garage doors outside mounted in the overhang of the roof.
(3)	Wall mounted lights @ walk in doors on outside.