

## COMMISSION AGREEMENT

**WHEREAS, CHATTAHOOCHEE PARTNERS, LLC**, as "Lessor", and as "Lessee", have entered into a "Lease" dated March 5, 2001, covering the following described premises, to wit: approximately **six thousand six hundred and eighty square feet (6,880) of office and warehouse space known as 1122-E Old Chattahoochee Avenue, Fulton County, Georgia**; and

**WHEREAS**, said Lessor recognizes that valuable services have been rendered by **L.J Kapplin & Company** (hereinafter called "Broker"), in procuring said Lease.

**NOW, THEREFORE**, in consideration of and as compensation for the services rendered by Broker in procuring the aforesaid Lease Agreement, Lessor agrees to pay Broker the first month's rental under said Lease, to wit, \$3,472 (exclusive of CAM and amortized tenant improvements) and five percent (5%) of all rentals (exclusive of CAM and amortized tenant improvements) thereafter paid by Lessee to Lessor as rent for the above-described premises or any part thereof, whether paid under said Lease or any renewal or extension thereof, except as set forth below. There will be no commission paid during periods where rent has been waived.

If Lessor sells said above-described premises or assigns said Lease, any purchaser or assignee, including Lessee, shall take subject to this agreement and Lessor shall require any purchaser or assignee or Lessee to assume Lessor's obligations under this agreement. In default of such assumption by such purchaser, Lessor shall remain in all respects liable under this agreement; however, if said purchaser shall assume these obligations by a written instrument, then Lessor shall be fully discharged from any further liability.

In the event Lessee fails to pay the rent for any reason, Broker shall not be entitled to any commission. In the event the Lease is terminated by virtue of the default of Lessee, including any mutual agreement between Lessor and Lessee to terminate the Lease as a result of a default thereunder, or by casualty damage, destruction or condemnation of the property pursuant to the provisions of the Lease, Broker shall not be entitled to any commission from Lessor.

In the event Lessor should enter into an agreement with Lessee to cancel the Lease, except as set forth above, Lessor shall have the right and option of either: (1) purchasing the rights of Broker for commission for the remaining term of the Lease at a price to be mutually agreed upon by Lessor and Broker, or (2) paying Broker the monthly commission that would have accrued to Broker under the Lease if the Lease had not been cancelled, said commission to be paid to Broker monthly for the remaining term of the Lease as if the Lease had not been cancelled. Provided, however, if Lessor makes a new lease with the Lessee for space in another building owned by Lessor and the original Lease is canceled and terminated, Broker shall be entitled to the monthly commission for the space in the new building only and shall not be entitled to commission for the unexpired term of the canceled Lease, provided further, however, that such commission shall not be payable if Lessee designates in writing that another broker or agent has acted as Lessee's broker or agent in negotiating such lease or acted on behalf of Lessee in

connection with such new lease.

If the term of the Lease is renewed or extended, by amendment or new lease, then, in said event, Lessor agrees to pay Broker five percent (5%) of all rent thereafter actually paid by Lessee to Lessor as rent under said Lease as renewed or extended, provided, however, that this obligation shall only continue for a period of ten (10) years from the commencement date of the Lease, and further provided, however, that such commission shall not be payable to Broker if Lessee designates in writing that another broker or agent has acted as Lessee's broker or agent in negotiating such lease extension or acted on behalf of Lessee in connection with such lease extension.

The rentals referred to in this Agreement are the base monthly rentals paid under the Lease and shall not include any payment or reimbursement to Lessor for property taxes, insurance premiums, common area maintenance expenses, amortized tenant improvements, late charges, utility bills or other reimbursable charges due Lessor pursuant to said Lease. Furthermore, Lessor shall not be obligated to pay Broker a commission on any future rental payments which represent an amortized repayment by Lessee to Lessor of the cost of improvements made to the Premises or expanded or substituted premises owned by Lessor after the commencement date of the Lease.

This agreement shall inure to the benefit of and be binding on the parties hereto, their respective heirs, representatives, successors and assigns.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals as of this 21<sup>ST</sup> day of March, 2006.

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DANIEL LEVISON  
Licensed Real Estate Broker – AIP, LLC

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LYNN CARDEN  
Company:  
Title: \_\_\_\_\_

(CORPORATE SEAL)