

**STATE OF GEORGIA
COUNTY OF FULTON**

THIS LEASE, made this **29th day of January, 2007**, by and between **INTOWN PROPERTIES OF ATLANTA , LLC**, whose mailing address is 6470 Burdett Drive, Atlanta, Georgia 30328, as Party of the First Part, hereinafter referred to as "Lessor"; and **DRAGOONSTUDIOS,LLC** whose mailing address is **739 Trabert Avenue, Suite D, Atlanta, Georgia 30318**, as Party of the Second Part, hereinafter referred to as "Lessee"; and Alan Joel Partners as Party of the Third Part hereinafter referred to as "Broker".

WITNESSETH:

PREMISES

1. Lessor, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved and contained, to be kept, paid, and performed by Lessee, has leased and rented, and by these presents does lease and rent unto Lessee, and Lessee hereby agrees to lease and take upon the terms and conditions hereinafter set forth, **approximately 1,938 square feet of office in Suite D in a multi-tenant building located on the real property of Lessor said space being known as 739 Trabert Avenue, Atlanta Georgia 30318** and being hereinafter referred to as "Premises".

RENTAL

2. Lessee shall pay to Lessor, c/o **INTOWN PROPERTIES OF ATLANTA, LLC** at 6470 Burdett Drive, Atlanta, GA 30328 or to such managing agent, or to such other address as Lessor, or Lessor's attorney or agent, may, from time to time, designate by written notice to Lessee, promptly on the first day of each month, in advance, without offset, deduction or prior demand, during the term of this Lease a monthly rental of:

See Exhibit A for monthly payment schedule

(\$) **payable in lawful money of the United States of America.**

The first full month's rental of 1,978.39 shall be paid upon execution of this Lease.

In addition, Lessee shall deposit with Lessor upon execution hereof **two thousand eight nine dollars (\$2,089.00)**, as security for Lessee's faithful performance of Lessee's obligations hereunder. If Lessee fails to pay rent or other charges due hereunder or otherwise defaults with respect to any provision of this Lease, Lessor may use, apply or retain any or all of said deposit for the payment of any rent or other charge in default, or for payment of any other sum which Lessor may become obligated to pay by reason of Lessee's default, or to compensate Lessor for any loss or damage which the Lessor may suffer thereby. If Lessor uses or applies all or any portion of said deposit, Lessee shall deposit sufficient cash with the Lessor to restore said deposit to the full amount stated above within fifteen (15) days after written demand therefor, and Lessee's failure to do so shall be a material breach of the Lease. Lessee acknowledges that Lessor or Lessor's managing agent may deposit said security deposit, or other monies due Lessor in connection with this Lease in its general operating account and may commingle such monies with its own account and accounts of third parties. Lessor or Lessor's managing agent shall not be required to place such monies collected in an account designated as a "trust account" or "escrow account." If Lessee performs all of Lessee's obligations hereunder, said deposit or as much thereof as has not been theretofore applied by Lessor shall be returned without payment of interest to Lessee after Lessee has vacated the premises at the expiration of the Lease term.

(a) Lessee agrees to pay as Additional Rent (as defined in Paragraph 2(b) below) its proportionate share of the Operating Expenses (as hereinafter defined). "Operating Expenses" shall be defined as all reasonable expenses for operation, repair, replacement and maintenance as necessary to keep the Building and the common areas, driveways, and parking areas associated therewith (collectively, the "Building Common Area") in good order, condition and repair, including but not limited to, utilities for the Building Common Area, expenses associated with the driveways and parking areas (including sealing and restriping, and snow, trash and ice removal), security systems, lighting facilities, landscaped areas, walkways, directional signage, curbs, drainage strips, sewer lines, all charges assessed against or attributed to the Building pursuant to any applicable easements, covenants or development standards and special assessments imposed upon the Building, the Building Common Area and the land on which the Building and the Building Common Area are constructed and costs of

improvements to the Building and the Building Common Area required by any law, ordinance or regulation applicable to the Building and the Building Common Area generally (and not because of the particular use of the Building or the Building Common Area by a particular tenant), which cost shall be amortized on a straight line basis over the useful life of such improvement, as reasonably determined by Lessor. Operating Expenses shall **not** include the costs for capital improvements unless such costs are incurred for the purpose of causing a material decrease in the Operating Expenses of the Building or are made with respect to improvements made to comply with laws, ordinances or regulations as described above. The proportionate share of Operating Expenses to be paid by Lessee shall be a percentage of based upon the proportion that the square footage of the Premises bears to the total square footage of the Building (such figure referred to as "Lessee's Operating Expense Percentage"). **Lessee's estimated proportionate share of Operating Expenses is (\$1.00 psf) which is included in Exhibit A** . Prior to or promptly after the beginning of each calendar year during the Term, Lessor shall estimate the total amount of Operating Expenses to be paid by Lessee during such calendar year, and Lessee shall pay to Lessor one-twelfth (1/12) of such sum on the first day of each calendar month during each such calendar year, or part thereof, during the Term. Within one hundred and twenty days (120) after the end of each calendar year, Lessor shall submit to Lessee a statement of the actual amount of Operating Expenses for such calendar year, and the actual amount owed by Lessee, and within thirty (30) days after receipt of such statement, Lessee shall pay any deficiency between the actual amount owed and the estimates paid during such calendar year, or in the event of overpayment, Lessor shall credit the amount of such overpayment toward the next installment of Operating Expenses owed by Lessee or remit such overpayment to Lessee if the Term has expired or has been terminated and no Event of Default exists hereunder. If the Lease Commencement Date shall fall on other than the first day of the calendar year, and/or if the Expiration Date shall fall on other than the last day of the calendar year, Lessee's proportionate share of the Operating Expenses for such calendar year shall be apportioned pro-rata.

(b) Any amounts required to be paid by Lessee hereunder (in addition to Base Rental) and any charges or expenses incurred by Lessor on behalf of Lessee under the terms of this Lease shall be considered "Additional Rent" payable in the same manner and upon the same terms and conditions as the Base Rental reserved hereunder except as set forth herein to the contrary. Any failure on the part of Lessee to pay such Additional Rent when and as the same shall become due shall entitle Lessor to the remedies available to it for non-payment of Base Rental. Lessee's obligations for payment of Additional Rent shall begin to accrue on the Lease Commencement Date regardless of when Base Rental commences.

(c) If applicable in the jurisdiction where the Premises are located, Lessee shall pay and be liable for all ad-valorem, rental, sales, use and inventory taxes or other similar taxes, if any, on the amounts payable by Lessee hereunder 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 Lessor by Lessee under the terms of this Lease. Such payment shall be made by Lessee directly to such governmental body if billed to Lessee, or if billed to Lessor, such payment shall be paid concurrently with the payment of the Base Rental, Additional Rent, or such other charge upon which the tax is based, all as set forth herein.

(d) Any payment of Base Rental not received by Lessor by the fifth day of the month or any payment of Additional Rent not received when due shall bear a handling fee of five percent (5%) of the amount due to cover expenses incurred by Lessor such as bookkeeping, personnel, processing and other costs not contemplated hereunder and incapable of exact computation. Lessor and Lessee agree that said fee represents a fair and reasonable estimate of Lessor's expenses. In the event Lessee mails or otherwise transmits said payment after the seventh day of the month, Lessee shall add the amount of the handling fee of 5% to the monthly Base Rental. Upon the failure of Lessee to pay said handling fee, after a notice in writing from Lessor, or Lessor's agent, or Lessor's managing agent, within five days after receipt of such notice, such failure shall constitute an act of default under the provisions of paragraph 15 of this Lease. The postmark of the United States Postal Service shall be evidence of the date of mailing. The handling fee shall be in addition to the remedies available to Lessor pursuant to Paragraph 15 hereinbelow and shall in no way be construed to limit those remedies. Lessor shall give Lessee a minimum of ten (10) days written notice when billing for payments other than operating expenses.

TERM

3. The term of this Lease shall be for **thirty eight months (38) months**, and shall commence on **April 1, 2008 and shall terminate May 31, 2011**. Except as otherwise provided in this Lease, Lessee hereby accepts the Premises "AS IS" in the condition existing as of the date of this Lease except for those improvements in paragraph #36 of this agreement or the date that Lessee takes possession of the Premises, whichever is earlier, subject to all applicable zoning, municipal, county, state and federal laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants, or restrictions now of record with respect to the Premises of which Lessee is notified. Lessee shall, at Lessee's sole expense, comply with all zoning, municipal, county, state, and federal laws, ordinances, regulations, rules, orders, directions and requirements now in force or which may hereinafter be in force, which shall impose any duty upon Lessor or Lessee with respect to the use, occupation or alteration of the Premises, or as a result of the contents stored in the Premises or distributed therefrom, including any improvements to the Premises required by such governmental entities which shall be necessary to obtain a certificate of occupancy.

REPAIRS BY LESSOR

4. Lessor shall maintain, repair and replace gutters and downspouts, the exterior walls and the roof provided, however, Lessor shall not be responsible for any repairs or replacements necessitated by the negligence or intentional conduct of Lessee, or Lessee's agents, contractors, or employees.

REPAIRS AND MAINTENANCE BY LESSEE

5. Lessee shall maintain and keep in good working order the electrical and plumbing fixtures, the electrical switches and receptacles, the commodes and basins, the heating and air conditioning units, including the thermostatic controls and filters, the windows and doors, and shall replace all broken glass in the windows and doors. Lessee shall be responsible for making all repairs to the leased Premises, including brick areas around the dock areas, or to the paved areas, caused by the negligence of any agent or any employee of Lessee, or by the agent of any service company coming upon the Premises at the request of Lessee, or in connection with the business of Lessee, or caused by those using or emptying the dumpster used by the Lessee, or caused by break-ins by trespassers or unknown persons. **Lessee agrees to enter into a quarterly service contract with either Cunningham Heating and Air Conditioning or Proaire Heating & Air Conditioning which the Lessor knows to be reliable, certified heating and air conditioning company's to maintain these units and keep them in good working order.** Lessee shall furnish Lessor a copy of the service contract, and upon request of Lessor, shall also furnish copies of routine maintenance reports or invoices. Lessee shall keep the Premises and the outside areas adjacent thereto, including the grounds, neat and free of trash, scraps, materials, products, or portions thereof used in its business. Lessee shall be responsible for pest and termite control. Lessee shall also maintain the sprinkler valves and alarm systems in the leased Premises, if any. In the event Lessee fails to make any repairs, or maintain the leased Premises, in accordance with the provisions of the Lease, the Lessor may, but shall not be obligated, to make said repairs, or maintenance, and bill Lessee for the cost of the same. Said amount shall be paid by Lessee within thirty days as part of the rental due thereon. Lessee shall promptly notify Lessor, in writing, of any defective condition which Lessor is required to correct after which Lessor shall have a reasonable opportunity to inspect the same and initiate proceedings to correct the deficiency but not to exceed thirty days. Lessee shall make all other repairs which may be necessary other than those hereinabove set forth as the responsibility of Lessor.

STRUCTURAL AND SYSTEMS ALTERATIONS BY LESSEE

6. Lessee agrees not to make any structural alteration to the building inside or out, or changes or additions to the electrical, plumbing, heating and air conditioning systems and equipment without prior written consent of the Lessor. Lessee will submit in writing to Lessor a plan detailing the alterations and materials to be used when seeking Lessor's consent. Such consent will not be unreasonably withheld but will be given subject to Lessee's compliance, at Lessee's sole expense, with all building codes and all zoning, municipal, county, state, and federal laws, ordinances, regulations, rules, orders, directions and requirements, which impose any duty upon Lessor or Lessee with respect to the use, occupation or alteration of the Premises. Lessor's consent shall also be given subject to receipt from Lessee of a building or construction permit issued by the appropriate local authority. Any such alteration or change shall become at once a part of the realty and shall belong to and be the property of Lessor. At Lessor's option, Lessee may be required to remove any such alteration and restore the Premises to its original condition at Lessee's expense. Lessee, however, shall have the right to make repairs and decorations to the interior of the demised Premises without Lessor's consent. All partitions, counters and other fixtures which shall be installed by Lessee for the operation of its

business shall remain the property of the Lessee and shall be removable by Lessee upon the expiration of this Lease, but any damage caused by such removal shall be promptly repaired by Lessee. Lessee agrees to pay when due all claims for labor or materials furnished to or for Lessee at or for use in the leased Premises. At Lessor's option no alterations will be permitted which change the general nature of the leased facility to a special use purpose, or because of their nature, reduce the value of the building.

UTILITY BILLS

7. Lessee shall pay all utility bills incurred by it, including water, gas, electricity, fuel, light, heat, sprinkler and fire line charges, alarm systems, telephone service, and all other utility including sanitary service or service bills for the Premises. If Lessee does not pay the same, Lessor may pay the same and such payment shall become additional rental to be paid within thirty days after notice in writing by Lessor to Lessee.

If any of the above stated utilities are billed to Lessor for the entire building, and not separately to each tenant, Lessor shall notify Lessee, in writing, enclosing a copy of the bill, and Lessee shall pay its pro rata share of the bill based on the square footage leased to Lessee, compared to the total square footage leased to other tenants who share the same utility in the same building. (In the event either Lessor or Lessee desires to have the Premises separately metered to gauge actual water usage, the party so desiring shall, at its expense, have a separate water meter installed for the Premises. Lessor shall periodically read said meter and shall notify Lessee, in writing, as to the amount of Lessee's water usage. Lessee shall promptly pay to Lessor, as additional rent within thirty days of said notice, the amount for Lessee's water usage based on the county's standard rate plus any applicable stand-by fee.)

USE OF PREMISES

8. Premises shall be used for the general office purposes related to tenant's operation of its business under the name **Dragoonstudios, LLC**. Lessee will permit no liens to attach or exist against the Premises, nor commit any waste. Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any way which would violate any law, ordinance, or restrictive covenant affecting the Premises, nor in any manner as would cause cancellation of, prevent the use of, or increase the rate of the standard form of All Risk coverage insurance policy to be carried by Lessor. In the event said insurance rate is increased over the least hazardous rate due to the nature of the use of the Premises by Lessee, said increased amount shall be paid by Lessee as additional rental on the first day of the month following receipt of notification of the payment thereof by Lessor.

LIABILITY OF LESSEE AND LIABILITY INSURANCE

9. Lessee shall indemnify and hold harmless Lessor from and against any and all losses, damages, liabilities and claims occasioned by, arising or resulting from or growing out of Lessee's use of the Premises, or from the conduct of Lessee's business, or from any activity, work or things done, permitted or suffered by Lessee in or about the leased Premises. Lessee shall further indemnify and hold harmless Lessor from and against any and all suits and/or claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease or arising from any act or omission of Lessee or any of Lessee's officers, agents, contractors, employees, guests or invitees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action or proceeding brought thereon. In case any action or proceeding be brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall defend the same at Lessee's expense by counsel satisfactory to Lessor.

Lessee agrees that Lessee, as a material part of the consideration to Lessor, assumes all risk of damage to property or injury to persons, in, upon or about the Premises, and that Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for any damage to any goods, wares, merchandise, or other property of Lessee, or Lessee's officers, contractors, agents, employees, invitees, customers or any other person in, upon or about the Premises, unless such damage or loss is caused by the willful misconduct of Lessor, its agents, employees or authorized representatives, nor shall Lessor be liable for injury to the person of the Lessee or to Lessee's officers, contractors, agents, employees, invitees or customers whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part or from other sources or places, and regardless of whether the cause of such damage or injury or means of repairing the same is inaccessible to Lessee. Lessor shall not be liable for, and Lessee waives all of its claims for, any

damages, claims, costs or liabilities arising from or in connection with any act or neglect of any other tenant or tenants of the building in which the Premises are located.

Lessee shall, during the term of this Lease, procure at its expense and keep in force the following insurance:

- (i) Commercial general liability insurance naming the Lessor as an additional insured against any and all claims for bodily injury and property damage occurring in, upon or about the Premises arising out of Lessee's use and occupancy of the Premises. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollar (\$2,000,000) aggregate limit. If the Lessee has other locations that it owns or leases the policy shall include an aggregate limit per location endorsement. Such liability insurance shall be primary and not contributing to any insurance available to Lessor and Lessor's insurance shall be in excess thereto. In no event shall the limits of such insurance be considered as limiting the liability of Lessee under this Lease.
- (ii) Personal property insurance insuring all equipment, trade fixtures, inventory, fixtures and personal property located in, upon or about the Premises for perils coverage by the causes of loss--special form (all risk) and in addition, coverage for flood, earthquake and boiler and machinery (if applicable). Such insurance shall be written on a replacement cost basis in an amount equal to one hundred percent (100%) of the full replacement value of the aggregate of the foregoing.
- (iii) Worker's compensation insurance in accordance with statutory law.
- (iv) Such other insurance as Lessor deems reasonable necessary and prudent or required by Lessor's beneficiaries, lenders or mortgagees of any deed to secure debt or mortgage encumbering the Premises.

The policies required to be maintained by Lessee shall be with companies rated A or better in the most current issue of Best's Insurance Reports. Insurers shall be licensed to do business in the state in which the Premises are located and domiciled in the USA. Any deductible amounts under any insurance policies required hereunder shall not exceed \$1,000.00 and Lessee shall be responsible for payment of the deductible. Certificates of insurance (certified copies of the policies may be required) shall be delivered to Lessor prior to the commencement date and annually thereafter at least thirty (30) days prior to the expiration date of the old policy. Lessee shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Premises and to Lessor as required by this Lease. Each policy of insurance shall provide notification to Lessor at least thirty (30) days prior to any cancellation or modification to reduce the insurance coverage. In the event Lessee does not purchase the insurance required by this lease or keep the same in full force and effect, Lessor may, but shall not be obligated to, purchase the necessary insurance and pay the premium. The Lessee shall repay to Lessor, as additional rent, the amount so paid promptly upon demand. In addition, Lessor may recover from Lessee and Lessee agrees to pay, as additional rent, any and all reasonable expenses (including attorney's fees) and damages which Lessor may sustain by reason of the failure of Lessee to obtain and maintain such insurance. Lessor and Lessee hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either party's property, to the extent that such loss or damage is insured by an insurance policy required to be in effect at the time of such loss or damage. Each party shall obtain any special endorsements, if required by its insurer, whereby the insurer waives its rights of subrogation against the other party. The provisions of this clause shall not apply in those instances in which waiver of subrogation would cause either party's insurance coverage to be voided or otherwise made uncollectible.

LOAN DEED

10. Lessor shall have the right to place a Deed to Secure Debt against the property on which the building is erected as security for a loan to be obtained by Lessor. Lessee hereby agrees that this Lease shall be and is hereby subordinate to any such Deed To Secure Debt and further agrees, notwithstanding said subordination, to attorn to any purchaser at any foreclosure sale or sale of the Premises pursuant to said Deed To Secure Debt; provided, however, that said subordination and attornment is conditioned upon the lender or grantee under the Deed To Secure Debt not disturbing Lessee in the exercise of its rights under this Lease and in its quiet possession of the Premises so long as Lessee is not in default hereunder. The foregoing subordination, non-disturbance and attornment shall be automatic and shall not require the execution of any further instrument. Lessee agrees that it sends a notice to Lessor that Lessee will also send a copy of any such notice to the holder of the

Deed to Secure Debt, and in the event any notice specifies some default on the part of Lessor, Lessee agrees to afford the holder of the Deed to Secure Debt a reasonable time to effect a cure of such default for and on behalf of Lessor, if the Lessor fails to cure the default. Lessee agrees to execute such documents as may be reasonably required by the lending agency, making such loan, provided such documents do not invalidate Lessee's rights hereunder. Within ten (10) calendar days after written request from Lessor, Lessee shall execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the dates to which rental and any other charges payable by Lessee hereunder are paid in advance, if any, and the amount of the Security Deposit, (ii) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of the Lessor hereunder (or specifying such defaults if any are claimed), and (iii) in case of a transfer of Lessor's interest, attorning to the transferee. Lessee hereby acknowledges that prospective lending agencies or transferees may rely on the statement. Lessee's failure to deliver said statement within the time provided shall conclusively evidence Lessee's representation that this Lease is in full force and effect, without modification, except as Lessor may represent; that there are no uncured defaults on the part of Lessor hereunder; and that Lessor is not holding a Security Deposit in excess of one month's rental under this Lease.

DESTRUCTION OF OR DAMAGE TO PREMISES

11. If Premises are totally destroyed by storm, fire, lightning, earthquake, or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Lessor and Lessee as of that date. If Premises are damaged but not wholly destroyed by any of such casualties ("Partially Damaged"), rental shall abate in such proportion as use of the Premises has been affected, and Lessor shall restore Premises to substantially the same condition as before damage as speedily as practicable, whereupon full rental shall recommence, provided further, however, that if the damage shall be so extensive that the same cannot be reasonably repaired and restored within six months from the date of the casualty, then either Lessor or Lessee may cancel this Lease by giving written notice to the other party within thirty days from the date of such casualty. And in such event, rental shall be apportioned and paid up to the date of such casualty. Lessor shall have no liability to Lessee with respect to any loss sustained by Lessee with respect to Lessee's property or fixtures. In addition, if the Premises are Partially Damaged during the last twelve months of the term of this Lease, Lessor may, at Lessor's option, cancel and terminate this Lease as of the date the Premises are Partially Damaged by giving Lessee written notice of Lessor's election to so cancel and terminate this Lease within thirty (30) days after the date the Premises are Partially Damaged. However, in the event that Lessee has an option to extend or renew this Lease, and the time within which said option may be exercised has not yet expired, Lessee may exercise such option, if it is to be exercised at all or, in the event Lessee has already exercised such option, shall reconfirm such exercise in writing, within twenty (20) days after the Premises are Partially Damaged. If Lessee duly exercises such option, or reconfirms such option, within the twenty (20) day period, Lessor shall proceed to restore the Premises in accordance with the provisions of this paragraph set forth above.

CONDEMNATION

12. If the whole of the Premises, or such substantial portion thereof as will make Premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by the condemning authority, and rental shall be accounted for as between Lessor and Lessee as of that date. In the event the portion condemned is such that the remaining portion can, after restoration and repair, be made useable for Lessee's purposes, then this Lease shall not terminate; however, the rent shall be reduced equitably to the amount of the Premises taken. In such an event, Lessor shall make such repairs as may be necessary as soon as the same can be reasonably accomplished. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee, or both, to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Lessee nor Lessor shall have any rights in any award made to the other by any condemnation authority.

ASSIGNMENT AND SUBLETTING

13. (1) Lessee covenants and agrees that neither this Lease nor the term hereby granted, nor any part thereof, will be assigned, mortgaged, pledged, encumbered or otherwise transferred, by operation of law or otherwise, and that neither the Premises, nor any part thereof, will be sublet or advertised for subletting or occupied, by anyone other than Lessee, or used for any purpose other than as hereinbefore set forth, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. However, in the event Lessee assigns or sublets all or any portion of the premises at a greater rate of rental than what is provided by this Lease, said increased rental shall be divided equally between Lessor and Lessee. In the event Lessee requests Lessor to consent to an assignment or subletting of the Premises, or any portion thereof, Lessee shall submit to Lessor, with the request, a copy of the proposed assignment or sublease, and adequate financial information concerning the proposed assignee or sublessee, at least thirty (30) days prior to the commencement date of the assignment or sublease. Lessee shall furnish to Lessor a copy of the executed assignment or sublease after obtaining Lessor's written consent. Lessor shall not be required to give its consent unless Lessee is fully complying with all of the terms, conditions and obligations imposed by this Lease on Lessee, and provided further Lessee is not in default thereof.

(2) If this Lease is assigned or if the Premises or any part thereof is sublet or occupied by anyone other than Lessee, Lessor may collect Rent, Additional Rent and other charges from the assignee, sublessee or occupant, and apply the net amount collected to the Rent, Additional Rent and other charges herein provided, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of the obligations of Lessee under this Lease, nor shall the acceptance of the assignee, sublessee or occupant as a tenant be considered as a release of Lessee from the further performance on the part of Lessee of the terms, conditions and provisions of this Lease.

(3) The consent by Lessor to an assignment or subletting shall not relieve Lessee or the assignee from obtaining the express consent, in writing, of Lessor to any further assignment or subletting.

(4) Each permitted assignee or transferee shall assume and be deemed to have assumed this Lease and shall be and remain liable jointly and severally with Lessee for the payment of the Rent, Additional Rent and other charges, and for the due performance of and compliance with all the terms, covenants, conditions and agreements herein contained on Lessee's part to be performed or complied with for the term of this Lease. No assignment shall be binding on Lessor unless such assignee or Lessee shall deliver to Lessor a duplicate original of the instrument of assignment which contains a covenant of assumption by the assignee of all of the obligations aforesaid and shall obtain from Lessor the aforesaid written consent, prior thereto.

(5) In the event Lessee desires to assign this Lease or sublet all or any portion of the Premises, Lessee shall provide Lessor with written notice thereof thirty (30) days prior to the date when Lessee desires to assign the Lease or sublet the Premises, and as part of said notice give Lessor an accurate description of that portion of the Premises (if less than the entire Premises) which Lessee desires to vacate.

(6) It is specifically understood by Lessee that whether or not Lessor permits Lessee to assign or sublet, Lessee shall continue to be bound to perform all Lessee's obligations as herein contained, including, but not limited to, the obligation to pay Rent and Additional Rent, and to restore the Premises at the expiration, or earlier termination, of the term of this Lease.

REMOVAL OF FIXTURES

14. Lessee may prior to the expiration of this lease, or any extension thereof, without the written consent of the Lessor, remove any trade fixtures and equipment which it has placed in the Premises, provided Lessee repairs all damage to the Premises caused by such removal.

DEFAULT BY LESSEE

15. In the event Lessee shall fail to pay the monthly rental by the tenth day of the month and if such default is not cured within ten (10) days after receipt of notice of such default, or if Lessee is adjudicated a bankrupt; or if Lessee files a petition in bankruptcy under any section or provision of the bankruptcy law; or if an involuntary petition in bankruptcy is filed against Lessee, and same is not withdrawn or dismissed within sixty days from the filing thereof; or if a receiver or trustee is appointed for Lessee's property and the order appointing such receiver or trustee remains in force for thirty days after the entry of such order; or if, whether voluntarily or involuntarily, Lessee takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Lessee makes an assignment for the benefit of creditors; or if Lessee's effects should be levied upon or attached under

process against Lessee, not satisfied or dissolved within thirty days after written notice from Lessor to Lessee to obtain satisfaction thereof; or if Lessee shall vacate or abandon the leased Premises; or if Lessee shall fail to perform or observe any other covenant, agreement, or condition to be performed or kept by the Lessee under the terms and provisions of this Lease, and such failure shall continue for thirty days after written notice thereof has been given by Lessor to the Lessee; then in any one of such events, Lessor shall have the right, at the option of the Lessor, then or at any time thereafter while such default or defaults shall continue Lessor can elect to either: (1) to cure such default or defaults at the expense of Lessee and without prejudice to any other remedies which it might otherwise have, any payment made or expenses incurred by Lessor in curing such default shall bear interest thereon at 18% per annum, or at such maximum legal rate as permitted by Georgia law, whichever shall be lower, to be and become additional rent to be paid by Lessee with the next installment of rent falling due thereafter; or (2) to terminate this Lease and upon said termination of this Lease, Lessee shall immediately surrender possession of the leased Premises to Lessor; or (3) re-enter the leased Premises and dispossess Lessee and anyone claiming under Lessee, by summary proceedings pursuant to the laws of the State of Georgia and remove their effects, and take complete possession of the leased Premises and elect to continue this Lease in full force and effect, but with the right at any time thereafter to declare this Lease terminated and the term ended; or (4) exercise any other remedies or maintain any action permitted to Landlords pursuant to the Laws of the State of Georgia, or any other applicable laws. After such termination or in such re-entry the Lessor may, under process of law, have all persons and Lessee's personal property removed from the Premises. Lessee hereby covenants in such event, for itself and all others occupying the leased Premises under Lessee, to peacefully yield up and surrender the leased Premises to the Lessor. Should Lessor declare this Lease terminated and the term ended, the Lessor shall be entitled to recover from Lessee the rental and all other sums due and owing by Lessee to the date of termination, including any rental amounts heretofore waived, plus the costs of curing all of Lessee's defaults existing at or prior to the date of termination, including reasonable attorney's fees, plus the deficiency, if any, between Lessee's rental hereunder and the rental obtained by Lessor on another lease for the balance of the term remaining under this Lease, however, Lessor shall not be obligated to re-let the Premises. Should Lessor, following default as aforesaid, elect to continue this Lease in full force, Lessor may, but shall not be obligated to, rent the Premises by private negotiations, with or without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter period as Lessor shall deem advisable. Lessee shall remain liable for payment of all rentals and other charges and costs imposed on Lessee herein, in the amounts, at the times and upon the conditions as herein provided, but Lessor shall credit against such liability of the Lessee all amounts received by Lessor from such reletting after first reimbursing itself for all costs incurred in curing Lessee's defaults and re-entering, preparing and refinishing the Premises for reletting, and reletting the premises, and for the payment of any procurement fee or commission paid to obtain another tenant, and for all attorney fees and legal costs incurred by Lessor. Any amount payable by Lessee to Lessor under this Lease and not paid when due shall bear interest from the due date (or, in the event of unpaid rental, from the day after the tenth calendar day following the due date thereof) at 12% per annum, or at such maximum legal rate as permitted by Georgia law, whichever shall be lower, to be and become additional rent to be paid by Lessee until the date of full payment of such past due amount with interest. Neither the accrual nor the payment of any such interest shall be deemed to excuse or cure any breach or default under this Lease on the part of Lessee. In the event any rental or other amounts of money due under this Lease are collected by or through an attorney at law, Lessee shall pay all reasonable attorney's fees incurred by Lessor in such collection, action or proceeding, together with all court costs.

CARDING AND ENTRY BY LESSOR

16. Lessor may card Premises "For Rent" 60 days before the termination of this Lease. Lessor may enter the Premises during Lessee's business hours with twenty-four hours notice to exhibit same to prospective purchasers or tenants, to make repairs required of Lessor under the terms hereof, to inspect the Premises or to make repairs to Lessor's adjoining property, if any.

(a) No re-entry by Lessor or any action brought by Lessor to oust Lessee from the Premises shall operate to terminate this Lease unless Lessor shall give written notice of termination to Lessee, in which event Lessee's liability shall be as above provided. No right or remedy granted to Lessor herein is intended to be exclusive of any other right or remedy, and each and every right and remedy herein provided shall be cumulative and in addition to any other right or remedy hereunder or now or hereafter existing in law or equity or by statute. In the event of termination of this Lease, Lessee

waives any and all rights to redeem the premises either given by any statute now in effect or hereafter enacted.

EXTERIOR SIGNS

17. Before erecting any sign on the exterior walls of the building, Lessee shall submit to Lessor, in writing, a design of the type, size and nature of the sign, and shall receive the written approval of Lessor. Lessor will not unduly withhold his consent. Any such sign shall conform to all laws, ordinances, regulations and restrictive covenants pertaining thereto. Lessee shall be responsible for any damage to the building occasioned by the installation of such sign. Lessee shall place no sign upon the roof of the leased Premises, nor shall Lessee allow such signs as are permitted under the terms of this clause to be attached to any part of the roof, including the flashing or gutters of the within leased Premises. Lessee shall remove said sign upon the termination of this Lease and repair any damage to the building caused by the removal of the sign.

EFFECT OF TERMINATION OF LEASE

18. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Lessor's right to collect rent for the period prior to termination thereof.

NO ESTATE IN LAND

19. This contract shall create the relationship of Landlord and Tenant between Lessor and Lessee; no estate shall pass out of Lessor; Lessee has only a usufruct, not subject to levy and sale, and not assignable by Lessee except by Lessor's consent as set forth hereinabove.

HOLDING OVER

20. In the event Lessor desires to regain possession of the Leased Premises upon the expiration of the term created by this Lease, Lessor shall have the absolute right and authority to forthwith re-enter and take possession of the Leased Premises, with or without legal process, and refuse to accept any rent tendered by Lessee.

In the event Lessee remains in possession of the leased Premises after the expiration of the term of this Lease, without having first extended this Lease by written agreement with Lessor, such holding over shall not be construed as a renewal or extension of this Lease. Such holding over shall be deemed to have created and be construed as a tenancy at sufferance, terminable immediately upon notice in writing from Lessor to Lessee. The base rental to be paid shall be 150% the base rental payable during the last month of the term of the Lease, payable on a per diem basis until Lessee vacates the Premises in accordance with the terms hereof. All other terms and conditions of this Lease shall continue to be applicable for both Lessor and Lessee.

If Lessee fails to surrender the Premises to Lessor on expiration of the term as required by this Paragraph, Lessee shall hold Lessor harmless from all damages resulting from Lessee's failure to surrender the Premises, including without limitation, claims made by a succeeding tenant resulting from Lessee's failure to surrender the Premises.

RIGHTS CUMULATIVE

21. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law.

NOTICES

22. Any and all notices required or permitted to be given hereunder shall be in writing and may be delivered in person to either party or may be sent by courier, recognized national overnight delivery service or by United States Mail, certified, return receipt requested, postage prepaid to:

- (a) Lessor at 6470 Burdett Drive, Atlanta, GA 30328 for personal or overnight delivery, or such other address as Lessor may hereafter designate in writing to Lessee.
- (b) Lessee at is **739 Bishop Street, Suite D**, or such other address as Lessee may hereafter designate in writing to Lessor.
- (c) The holder of the Deed to Secure Debt at such address as may be furnished to Lessee by Lessor.

Any such notice shall be deemed received by the party to whom it was sent (i) in the case of personal delivery, recognized national overnight delivery service or courier delivery, on the date of delivery to such party, (ii) in the case of certified mail, the date receipt is acknowledged on the return receipt for such notice, and (iii) if delivery is rejected or refused or the courier, overnight delivery Service or U. S. Postal Service is unable to deliver same because of changed address of

which no notice was given pursuant hereto, the first date of such rejection, refusal or inability to deliver.

WAIVER OF RIGHTS

23. No waiver by Lessor of any provision hereof shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Lessee of the same or any other provision. Lessor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee. The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding breach by Lessee of any provision hereof other than the failure of Lessee to pay the particular rent so accepted regardless of Lessor's knowledge of said preceding breach at the time of acceptance of such rent.

STRIKES, WAR, OR ACTS OF GOD

24. The time within which Lessor or Lessee is obligated hereunder to construct, repair, or perform any other act required under the terms of this lease shall be extended and the performance excused when the delay is occasioned by strikes, threats of strikes, lockouts, war, threats of war, bombing, insurrection, invasion, acts of God, calamity, violent action of the elements, fire, action or regulation of any governmental agencies, laws, or ordinances, impossibility of obtaining materials, and other things beyond the reasonable control of the obligated party.

QUIET POSSESSION

25. Lessor warrants that Lessee, on paying the monthly rental installments and other payments provided for hereby, and on keeping, observing, and performing all other terms, conditions and provisions herein contained on the part of the Lessee to be kept, observed, and performed, shall during the full lease term, peaceably and quietly have, hold, and enjoy the demised Premises for the full term of years in this lease, subject to the terms, conditions and provisions hereof.

TIME OF ESSENCE

26. Time is of the essence of this agreement.

TAXES

27. As additional rent, Lessee agrees and covenants to pay and discharge, before they become delinquent, their prorate share of all ad valorem or property taxes, all sanitary taxes, general and special assessments, and other taxes levied or assessed against the leased Premises or arising in respect to the occupancy, use or possession of the leased Premises, and which are assessed or become due and payable during the term of this lease. Lessee's pro-rata share shall be based on the square footage of the Premises leased to Lessee (as specified in paragraph 1 hereof), compared to the total square footage of leasable space in the complex which is **14,066** square feet. Tax estimates for Lessee's pro rata share have been included in figures stated in Exhibit A.

This obligation of Lessee shall include the obligation, imposed by any law, ordinance or regulation now in existence or hereafter enacted or adopted, to pay any taxes, assessments or charges for public improvements or services levied or imposed in whole or in part against the leased Premises or on the rents hereunder, or in substitution for ad valorem taxes, charges or assessments for public improvements or services as now imposed by law. Lessee shall, within thirty days following the last day on which any such taxes or assessments may be paid without incurring any interest or penalty, furnish to Lessor receipts or other evidence demonstrating payment thereof. There shall be an apportionment of all such taxes between Lessor and Lessee with respect to the first and last year of the term hereof. Lessee may, in good faith and in a lawful manner and upon giving notice to Lessor of its intention so to do, contest any tax, assessment or charge against the leased Premises, but all costs and expenses incident to such contest shall be paid by Lessee, and in case of an adjudication adverse to Lessee, then Lessee shall promptly pay such tax, assessment or charge. Lessee shall indemnify and save Lessor harmless against any loss or damage arising from such contest and shall, if necessary to prevent a sale or other loss or damage to Lessor, pay such tax, assessment or charge under protest and take such other steps as may be necessary to prevent any sale or loss.

Notwithstanding the above, Lessor shall have the right, at Lessor's option, to require Lessee to deposit with Lessor on the due date of each monthly installment of rent under this Lease, as additional rent, a sum equal to one-twelfth (1/12) of the last available annual tax bill; said deposits to be held by Lessor, free of interest and free of any liens or claims on the part of Lessee's creditors, to be used by Lessor to pay current taxes in full as the same become due and payable. Said deposits shall not be nor deemed to be trust funds but may be commingled with the general funds of Lessor. If said deposits are insufficient to pay said taxes in full as the same become due and payable, Lessee shall promptly deposit with Lessor such additional sum or sums as may be required in order for

Lessor to pay said taxes in full. Any overpayment by Lessee shall be credited to the monthly deposit next becoming due or refunded to Lessee if the Lease term has expired.

In addition, Lessee agrees to make timely payment of all ad valorem or other taxes and assessments levied upon Lessee's merchandise, fixtures, equipment, furnishings and other property located on or used in connection with the Premises and of all privilege and business licenses, fees, taxes and similar charges in connection with Lessee's business. The provisions hereof shall survive the termination of the Lease.

INSURANCE

28. Lessor agrees to procure, and Lessee's agrees to pay their prorate share of expense for, Standard All Risk coverage insurance in a domestic insurance company licensed to do business in the State of Georgia, in an amount not less than the full insurable and replacement value of the building and other improvements on the leased Premises, and in any event not less than an amount sufficient to prevent the insured from becoming a co-insurer under any applicable co-insurance clause, and to keep such insurance in full force and effect for and during the time any buildings and improvements are located on the leased Premises during the term of this Lease. Lessee's pro-rata share shall be based on the square footage of the Premises leased to Lessee (as specified in paragraph 1 hereof), compared to the total square footage of leasable space in the complex which is **14,066** square feet. Insurance estimates for Lessees pro rata share have been included in figures stated in Exhibit A.

For the purposes hereof, "full insurable and replacement value" shall mean the replacement cost of the improvements without allowance for depreciation but excluding footings, foundations and other portions of improvements which are not insurable. A determination of full insurable value shall be made, at Lessor's option, at least once every three years at Lessee's expense by a firm of qualified fire insurance appraisers satisfactory to Lessor. Such policy or policies, shall insure Lessor and, so long as a lender holds a first lien on the Premises under a deed to secure debt or other security instrument, shall contain a standard mortgagee clause providing for payment of the proceeds of the policy to such mortgagee, as its interests may appear. The deductible amount under said insurance policy shall not exceed \$1,000.00 and Lessee shall be responsible for the payment of the deductible. Lessee shall pay to Lessor prior to the commencement date of the Lease an amount equal to the annual premium for such insurance for the first year of the Lease term. Thereafter, Lessee shall deposit with Lessor on the due date of each monthly installment of rent under this Lease, as additional rent, a sum equal to one-twelfth (1/12) of the annual insurance premium; said deposits to be held by Lessor, free of interest and free of any liens or claims on the part of Lessee's creditors, to be used by Lessor to pay the next annual premium in full as the same becomes due and payable. Said deposits shall not be nor deemed to be trust funds but may be commingled with the general funds of Lessor. If said deposits are insufficient to pay said premium in full as the same becomes due and payable, Lessee shall promptly deposit with Lessor such additional sum or sums as may be required in order for Lessor to pay said premium in full.

Any overpayment by Lessee shall be credited to the monthly deposit next becoming due. In the event Lessee fails to pay Lessor for the cost of the insurance required by this Lease, such failure shall constitute an act of default under the provisions of paragraph 15 of this Lease.

Lessor and Lessee hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either party's property, to the extent that such loss or damage is insured by an insurance policy required to be in effect at the time of such loss or damage. Each party shall obtain any special endorsements, if required by its insurer, whereby the insurer waives its rights of subrogation against the other party. The provisions of this clause shall not apply in those instances in which waiver of subrogation would cause either party's insurance coverage to be voided or otherwise made uncollectible. The provisions hereof shall survive the termination of the Lease.

SURRENDER OF PREMISES

29. At the termination of this Lease, Lessee shall surrender the Premises to Lessor in the same condition as at the commencement of the term of this Lease, natural wear and tear only excepted, with all of Lessee's personal property and signs removed therefrom. Lessee shall arrange a meeting with Lessor's representative at the Premises for an inspection pertaining to the condition of the property, at which time Lessee shall surrender the keys to Lessor. The Premises shall be left broom-clean.

DEFINITIONS

30. "Lessor" as used in this Lease shall include first parties, their heirs, representatives, assigns and successors in title to the Premises. "Lessee" shall include second party, his heirs, representatives, and successors, and if this Lease shall be validly assigned or sublet, shall include also Lessee's assignees or sublessees, as to the Premises covered by such assignment or sublease, but shall not include any right to exercise any option to extend the term of this Lease. "Lessor" and "Lessee" include male and female, singular and plural, corporation, partnership, or individual, as may be appropriate for the

particular parties. This Lease and all instruments or documents relating thereto shall be construed in accordance with the laws of the State of Georgia. The venue of any action or suit brought in connection herewith shall be in the county wherein the Premises are located.

PARKING FACILITIES

31. At the inception of this Lease Lessor shall assign **three (3)** spaces for parking automobiles for use by Lessee, its agents, customers and invitees. Lessee shall also have the right of ingress and egress to and from the street and the leased Premises, over and upon the driveways located thereon, said right to be used jointly with Lessor and Lessor's other Lessees, their agents, customers, and invitees. Lessee agrees not to park on, nor to block said driveways, nor to park in any areas reserved for other tenants, nor to block any paved areas in front of the building which have been reserved for Lessor's other tenants. Lessee understands and acknowledges that the building where its leased Premises are located is a multi-tenant building to be also occupied by other tenants of Lessor. Lessee shall have the right, together with said other tenants, to use all common driveways, common parking areas, and other common facilities provided for all Lessees, their agents, employees, invitees, licensees and customers. Lessor shall provide Lessee ingress and egress to and from the public street adjacent to the property where the building is located.

WAIVER OF SUBROGATION

32. Lessor and Lessee hereby waive any claim which may arise in its favor against the other party hereto during the term of this lease, or any renewal or extension thereof, for any loss or damage to any of its property located within, upon, or constituting a part of the Premises leased hereunder, which loss or damage is covered by a valid and collectible All Risk coverage insurance policy or policies, to the extent that such loss or damage is recoverable under said insurance policy or policies. Lessor and Lessee agree to notify its own insurance company, or companies, which have issued, or will issue to it, All Risk coverage insurance policies for the leased Premises, or anything located therein, and to have said policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of this mutual waiver.

DISCLOSURE OF AGENCY RELATIONSHIP

33. Atlanta Industrial Properties, LLC has acted as agent for Lessor in this transaction and shall be compensated by Lessor. Lessee represents and warrants to Lessor that Lessee has not employed or engaged any real estate brokers or agents in connection with this Lease other than **Alan Joel Partners**. Lessee hereby indemnifies Lessor and agrees to hold Lessor free and harmless from and against any and all losses, costs, damages and expenses (including, without limitation, reasonable attorneys' fees and costs of litigation) ever suffered or incurred by Lessor by reason of any claim or demand made against Lessor by any other broker or agent by, through or under Lessee for any commissions, fees or other compensation in connection with this Lease, or any renewal, extension, expansion thereof, or any new lease as a substitution for this Lease other than **Alan Joel Partners**.

HAZARDOUS MATERIALS

35. Notwithstanding anything to the contrary set forth herein, Lessee shall not use the leased Premises, the building or the grounds surrounding the building for the storage or disposal of Hazardous Material or toxic waste, and Lessee shall indemnify and hold Lessor harmless from any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorney's fees, resulting from the existence of Hazardous Material on the Premises or discharged from the Premises or penetrating any surface or subsurface rivers or streams crossing or adjoining the Premises or the aquifer underlying the Premises. Lessee further covenants that Lessee shall not bury nor inject, nor pour upon the surface or in or upon the land or into any public or private sewer or drainage facility, any Hazardous Material or toxic waste. Lessee agrees not to dig, drill or bore below ground level, nor to install any underground storage tanks. Hazardous Material as used in this Lease means any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such under any statute, law, ordinance, rule or regulation of any local, state or federal authority having jurisdiction over the Premises or its use, including but not limited to any material, substance or waste which is (a) defined as a hazardous substance under Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317) as amended; (b) defined as a hazardous waste under Section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et.seq.) as amended; or (c) defined as a hazardous waste substance under Section 101 of the Comprehensive Environmental Response, Compensation and

Liability Act, (42 U.S.C. Section 9601 et.seq.) as amended. The provisions hereof shall survive the termination of the Lease.

LIMITATION ON LIABILITY

36. Anything contained in this Lease to the contrary notwithstanding, Lessee agrees that Lessee shall look solely to the estate and property of Lessor in the Property which the Premises forms a part for the collection of any judgment (or other judicial process), whether arising ex contractu, ex delicto, or otherwise, requiring the payment of money by Lessor because of a default or breach by Lessor with respect to any of the terms, covenants and conditions of this Lease, subject, however, to the prior rights of any ground or underlying Lessor or the holder of any mortgage, deed of trust, deed to secure debt, or security agreement covering the Property and no other assets of Lessor shall be subject to levy, execution or other judicial process for the satisfaction of Lessee's claims. In the event Lessor conveys or transfers its interest in the Property or in this Lease, except as collateral security for a loan, upon such conveyance or transfer Lessor (and in the case of any subsequent conveyances or transfers, the then grantor or transferor) shall be forever and finally entirely released and relived of and from all liability with respect to the performance of any terms, covenants and conditions on the part of Lessor to be performed hereunder from and after the date of such conveyance or transfer, it being intended hereby that the covenants and obligations on the part of Lessor to be performed hereunder shall be binding on Lessor, its successors and assigns only during and in respect of their respective periods of ownership of an interest in the Property or in this Lease.

TENANT IMPROVEMENTS

37. - Landlord will remove existing carpet
- Landlord will put a clear seal on existing concrete floor
- Landlord will paint existing sheetrock walls with paint selected from standard Duron color chart
- Landlord will provide space broom clean

SPECIAL STIPULATIONS

38. Lessee will be responsible for the first one thousand dollars of HVAC repairs or replacement with Landlord being responsible for any cost above one thousand dollars; however, Lessee must maintain an ongoing standard HVAC maintenance contract as stated in lease agreement.

EARLY OCCUPANCY

39. Upon Lessor's completion of the Tenant Improvements, which shall not be unreasonably delayed, as set forth in Paragraph 36 above, and upon Lessor's receipt of a fully executed Lease, the first month's rent, the first month's common area maintenance expense, the security deposit and a certificate of insurance evidencing the requisite liability insurance as set forth in Paragraph 9 above, Lessee shall have the right to use and occupy the Premises prior to **February 1, 2007** rent free, provided that during such period of early occupancy Lessee complies with all other terms and conditions of this Lease.

OPTION TO RENEW

40. The original Lessee shall have the right and option of extending the term of this Lease for an additional term of three (3) years, provided the original Lessee is the tenant occupying the premises and paying the rental hereunder and has not assigned or sublet the premises or any portion thereof. Said Lease may be extended by the original Lessee upon the same terms and conditions as set forth in this Lease, with the exception of the monthly rental, which shall be based on an annual three (3%) escalation in excess of the final year of the original term with additional 3% annual escalations each year thereafter. Lessee must not have been in default more than twice during the term of the lease or at the time of the exercise of this option as well as at the time of the commencement of the extended term of this Lease, and provided further, Lessee notifies Lessor in writing, at least five (5) months prior to the termination of the then current term of this Lease, of Lessee's intention of exercising this option.

SHORT FORM LEASE

41. Lessee agrees not to record this Lease without the express written consent of Lessor and further agrees to execute, acknowledge and deliver at any time after the date of this Lease, at the request of Lessor, a "short form memorandum of lease" suitable for recording.

RESERVATION OF SITE FOR COMMUNICATIONS FACILITY/BILLBOARD

42. Lessor hereby reserves for its exclusive use during the term of the Lease and any renewal or extension thereof, enough square feet of land at the premises, without causing interruption to Lessee's business operation, together with a grant of easement for unrestricted rights of access thereto and to electric and telephone facilities, for the purpose of installing, removing, replacing, modifying, maintaining and operating, a communications facility, including without limitation, related antenna equipment and fixtures and/or a billboard. Lessor shall have the exclusive right to lease and/or sub-lease said site to third parties. Lessee agrees not to interfere with said site nor restrict ingress and egress thereto.

MOLD

43. It is generally understood that mold spores are part of the environment, present essentially everywhere and can grow in most moist locations. Emphasis is properly placed on prevention of moisture and on good housekeeping and ventilation practices. Tenant acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, janitor's closets, bathrooms, break rooms and around outside walls) for mold prevention. Prior to executing this Lease, Tenant first has inspected the Premises and certifies that Tenant has not observed mold, mildew, or moisture within the Premises. Tenant agrees to immediately notify Landlord and Landlord's property manager if it observes mold, mildew or moisture conditions (from any source, including leaks), and shall allow Landlord's management representatives to evaluate and make recommendations and or take appropriate corrective action. TENANT EXPRESSLY ASSUMES AND ACCEPTS ANY AND ALL RISKS INVOLVED IN OR RELATED TO, AND RELEASES LANDLORD AND LANDLORD'S MANAGERS, AGENTS, EMPLOYERS) OFFICERS FROM LIABILITY FOR ANY PERSONAL INJURY OR DAMAGES TO PROPERTY CAUSED BY OR ASSOCIATED WITH, MOISTURE OR THE GROWTH OR OCCURRENCE OF MOLD OR MILDEW WITHIN THE PREMISES PRIOR TO OR DURING THE TERM OF THIS LEASE. In addition, Tenant acknowledges that control of moisture and mold prevention are integral to its lease obligations.

ENTIRE AGREEMENT

44. This Lease and the Exhibits and Rider, if any, attached hereto, and forming a part hereof, set forth all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee governing the Premises. There are no covenants, promises, agreements, conditions and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes or additions to this Lease shall be binding upon the Lessor or Lessee unless and until reduced to writing and signed by both parties. Submission of this instrument by Lessor to Lessee for examination shall not bind Lessor in any manner, nor constitute an offer for, a reservation of or an option for the Premises, and no lease, contract, option, agreement to lease or other obligation of Lessor shall arise until this instrument is signed by Lessor and delivered to Lessee.

IN WITNESS WHEREOF, the parties hereto who are individuals have set their hands and seals and the parties hereto who are corporations have caused this instrument to be duly executed by their proper officers and their corporate seals to be affixed, as of the day and year first above written.

EXECUTED BY LESSOR this _____ day of _____, 2008.

DANIEL LEVISON
Manger – Intown Properties of Atlanta L.L.C

EXECUTED BY LESSEE this _____ day of _____, 2008.

360 Music, Inc
a Georgia Corporation

By: _____
Name: Andre Amus
Title: President

EXHIBIT B

MOVE OUT CONDITIONS

ATTACHED TO AND A PART OF THE LEASE AGREEMENT
BETWEEN
Intown Properties of Atlanta

and
Music 360, Inc.

Tenant is obligated to check and address prior to move-out of the Premises the following items. Landlord expects to receive the Premises in a well maintained condition, with normal wear and tear of certain areas acceptable. The following list is designed to assist Tenant in the move-out procedures but is not intended to all-inclusive.

1. All lighting is to be placed into good working order. This includes replacement of bulbs, ballasts and lenses as needed.
2. All truck doors and dock levelers should be serviced and placed in good operating order. This would include the adjustment of door tension to insure proper operation. All door panels need to be painted to match the Building standard.
3. All structural steel columns in the warehouse and office should be inspected for damage. Repairs of this nature should be pre-approved by the Landlord prior to implementation.
4. Heating/air-conditioning systems should be placed in good working order. This includes warehouse heaters and exhaust fans. Upon move-out, Landlord will have an exit inspection performed by a certified mechanical contractor to determine the condition.
5. All holes in the sheet rock walls should be repaired prior to move-out.
6. The carpets and vinyl tiles should be in a clean condition and should not have any holes or chips in them. Landlord will accept normal wear on these items provided they appear to be in a maintained condition.
7. Facilities should be returned in a clean condition, which would include cleaning of the coffee bar, restroom areas, windows and other portions of the space.
8. The warehouse should be in broom clean condition with all inventories and racking removed. There should be no protrusion of anchors from the warehouse floor and all holes should be appropriately patched. If machinery/ equipment is removed, the electrical lines should be properly terminated at the nearest junction box.
9. All exterior windows with cracks or breakage should be replaced.
10. The Tenant shall provide keys for all locks on the Premises including front doors, rear doors and interior doors.
11. Items that have been added by the Tenant and affixed to the Building will remain the property of Landlord unless agreed otherwise. This would include but is no limited to mini-blinds, air conditioners, electrical, water heaters, cabinets, flooring, etc. Please note that if modifications have been made to the space, such as the addition of office areas, Landlord retains the right to have the Tenant remove these at Tenant's expense.

12. All electrical systems should be left in a safe condition that conforms to code, Bare wires and dangerous installations should be corrected prior to move-out.
13. All plumbing fixtures should be in good working order, including the water heater, Faucets and toilets should not leak.
14. All dock bumpers must be left in place and well secured.
15. Notwithstanding anything contained herein to the contrary, Tenant shall not be responsible for any capital expenditures with respect to its repair obligations as described in Paragraph 11 of the Lease, unless such capital expenditures are necessitated due to damages caused by, or neglect of maintenance responsibilities of, tenant, its agents, employees or contractors.

Exhibit C

GUARANTY

In consideration of, and as an inducement for Perimter Properties, LLC ("Lessor") to enter into a lease (the "Lease") with Music 360,Inc, Inc. a Georgia corporation ("Lessee") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Andre Amus ("Guarantor") hereby guarantees absolutely and unconditionally, to Lessor, its successors and assigns the full and timely payment of the scheduled rental payments through the term of the aforementioned signed lease due Lessor, under

the foregoing Lease and the full and timely performance of all the terms, conditions, provisions, agreements and covenants to be performed by Lessee under the foregoing Lease (including without limitation, Lessor's legal expenses, attorneys fees and disbursements) payable by Lessee to Lessor at present or any time in the future. Guarantor hereby waives presentment for payment, demand for payment, notice of nonpayment or dishonor, protest and notice of protest, diligence in collection, and any and all formalities which may be legally required to charge Guarantor with liability; and said Guarantor does further agree that Guarantor's liability as Guarantor shall in nowise be impaired or affected by any, waivers or which may be made from time to time, with or without Guarantor's knowledge and consent, of any default in the time of payment or performance required under said Lease, or by any forbearance or delay in enforcing any obligation thereof, or by assignment of said Lease or subletting of the demised premises, neglect or refusal to enforce or to realize upon any security which may have been given or may hereafter be given hereunder or by any modifications of the terms or provisions of the Lease. Guarantor hereby agrees with Lessor that Lessee shall not be first required to seek to obtain a judgment against Lessee before Lessor can enforce its rights under this Guaranty, which rights shall include Guarantor's payment of all court costs and reasonable attorney's fees incurred by Lessor if such costs and fees are incurred by Lessor in the enforcement of said Lease or of this Guaranty.

This Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of Guarantor. This Guaranty is an absolute and unconditional guarantee of payment (and not of collection) and of performance. The liability of Guarantor is co-extensive with Lessee and is also joint and several. Guarantor expressly agrees that the validity of this Guaranty and the obligations of Guarantor shall in no way be terminated, affected, diminished, or impaired by reason of (a) the assertion or the failure to assert by Lessor against Lessee any of the rights or remedies which Lessor may have against Lessee or (b) any non-liability of Lessee, whether by insolvency, discharge in bankruptcy, or any other defect or defense which may now or hereafter exist in favor of Lessee.

Should Lessor be obligated by any bankruptcy or other law to repay to Lessee or to Guarantor or to any trustee, receiver or other representative or either of them, any amounts previously paid, this Guaranty shall be reinstated in the amount of such repayments. Lessor shall not be required to litigate or otherwise dispute its obligations to make such repayments if it in good faith believes that such obligation exists.

IN WITNESS WHEREOF Guarantor has set hand and seal hereunto, this 29 day of January, 2008.

Sworn to and subscribed before
me on this _____ day of
_____, 2008.

Andre Amus

Social Security #:

Notary Public

My Commission Expires:

Home Address and Phone Number:
