

STATE OF TEXAS
COUNTY OF COLLIN

COMMERCIAL LEASE AGREEMENT

1. EXHIBITS AND ADDENDA:

All exhibits, attachments, annexed instruments and addenda referred to herein shall be considered a part hereof for all purposes with the same force and affect it as if copied at full length herein. The following exhibits, attachments, annexed instruments and addenda are recorded. Check all that apply. Items not checked do not apply.

Item	Addendum	Description
X	Addendum A	Definitions
X	Addendum B	Rules and Regulations
X	Addendum C	Build-out Allowance Rules and Requirements
X	Addendum D	Site Plan

2. PARTICIPANTS:

THIS LEASE AGREEMENT hereinafter referred to as "Lease" is entered into by and between

GINANA, INC.
5704 Covehaven Drive
Dallas, Texas 75252

Hereinafter referred to as "Landlord" (Landlord and/or Landlord's Agent) and;

Tenant Name: _____
Street Address: _____
City, State & Zip: _____
Business Phone: _____
Fax: _____
Home Phone: _____

Hereinafter referred to as "Tenant".

3. DEMISED PREMISES:

3.A. Street Address: 801 County Road 286, Anna, TX 75024.

3.B. Legal Description: Approximately 5.42 acres of land in the Carleo Edition, Lot 1, Block A, Thomas Rattan Survey, Abstract 782, City of Anna, Collin County, Texas. Herein after referred to as the "Property".

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3.C. Leased Space Description:

A portion of a multi-tenant building described as;

Building Number(s): Building 5
Unit/Suite Number(s): _____
Approximate Size (sq. ft.) _____
Tenant's Pro-rata share:
(2.08% per 1,500 sq. ft.) _____

Herein after referred to as the "Demised Premises".

4. LEASE TERM:

4.A. Lease Term Description:

The duration, commencement date, expiration date and terms of the lease are described as;

Lease Duration: _____
Lease Commencement Date: _____
Lease Expiration Date: _____

Hereinafter referred to collectively as the "Lease Term", and individually as "Lease Duration", "Commencement Date" and "Expiration Date". The calendar year of the Commencement Date is herein referred as the "Base Year"

5. BASE RENT:

5.A. Tenant agrees to pay to Landlord, without demand, deduction or offset, rent for the Demised Premises in the;

Total sum of: _____
In equal monthly payments of: _____

5.B. One such monthly installment shall be due and payable on or before the Commencement Date of this lease. A like monthly installment shall be due and payable on or before the first day of each succeeding calendar month during the term hereof, hereinafter referred to as the "Due Date". In the event the term hereof shall commence or end during a calendar month, the rent for any fractional calendar month following the commencement or preceding the end of the term of lease shall be pro rated by days.

Hereinafter referred to as the "Base Rent".

6. SPECIAL CONDITIONS:

6.A. Landlord will provide a maximum of \$ _____ in Build-out allowance, paid jointly to Tenant and General Contractor on presentation by Tenant to Landlord of Certificate of Occupancy from the City of Anna. See **ADDENDUM C**, herein.

6.B. None.

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7. RENEWAL OPTION:

7.A. OPTION TO EXTEND: Landlord grants to Tenant *ONE* option ("Option") to extend the Lease Term for an additional *Twelve-month* each ("Extension"), on the same terms and conditions set forth in this Lease. Each Option may be exercised in writing and delivered to the Landlord no later than ninety days before the expiration of the Lease Term or the preceding Extension of Lease Term.

7.B. CALCULATION OF RENT: The Base Rent will increase **nine percent (9.0 %)** for each Extension period.
Herein after referred to as the "Renewal Option".

8. INITIAL PAYMENT AND SECURITY DEPOSIT:

8.A. Tenant has deposited with Landlord, upon delivery of this lease, **THREE TIMES** the equal monthly payment described in the "Base Rent" above, to be equally applied as follows:

- **First** and **Last** month of Lease Term
- As security deposit

8.B. Landlord shall hold such security deposit and last month rent payment without interest as security for the performance by Tenant of Tenant's covenants and obligations under this lease. The security deposit is not an advance payment of rental or the full measure of liquidated damages in case of default by Tenant. On the occurrence of any event of default, Landlord may, without prejudice to any other remedy provided herein or provided by law, use the security deposit to make good any arrears of rent and/or any other damage, injury, expense or liability caused to Landlord by such event of default. Following any such application of the security deposit, Tenant shall pay to Landlord, on demand, the amount so applied, in order, to restore the security deposit to its most recent and correct amount. If Tenant is not in default or in violation of any other terms and conditions of this lease, then Landlord shall return any remaining balance of such deposit to Tenant upon expiration or termination of this lease.

9. PERMITTED USE:

The Demised Premises shall be used and occupied only for the purpose of office and warehouse for the following use;

USE:	
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and not otherwise, unless a prior agreement is made in writing by Landlord. Tenant shall at its own expense obtain any and all federal, state, county or city licenses and permits necessary for such use. Tenant shall not commit, or suffer to be committed any waste on the Demised Premises, nor shall Tenant maintain, commit, or permit the maintenance or commission of any nuisance on the Demised Premises, or use or permit the use of the Demised Premises for any unlawful purpose.

Herein after referred to as the "Permitted Use" or "Use".

10. ACCEPTANCE OF PREMISES:

10.A. Tenant acknowledges that it has fully inspected the Demised Premises and accepts the Demised Premises and any building and improvements situated thereon, as suitable for the purposes for which the same are leased, in their present condition.

11. COMPLIANCE WITH LAW:

11.A. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Demised Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with the Demised Premises, all at Tenant's sole expense. Tenant shall not at any time permit the use or storage of any unlawful substance(s) in, around or on the Demised Premises.

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12. NO BROKER FEES:

12.A. Tenant warrants that there are no brokers or agents representing Tenant on the Demised Premises or Lease and if brokers or agents are involved that the Tenant is solely responsible for paying any fee related to the services provided by such brokers or agents.

13. INCREASED TAXES AND OPERATING EXPENSES:

13.A. TAXES: The rent payable, during each calendar year or any part thereof, during the term of this lease subsequent to the Base Year shall be increased by Tenant's pro rata share of the total dollar INCREASE, if any, in taxes paid or incurred by Landlord in such year over taxes paid or incurred by Landlord in the Base Year. As used herein, "Taxes", means all Ad Valorem Taxes as defined in Addendum A.

13.B. OPERATING EXPENSES: The rent payable, during each calendar year or any part thereof, during the term of this lease subsequent to the Base Year shall be increased by Tenant's pro rata share of the total dollar AMOUNT in operating expenses paid or incurred by Landlord in such year. As used herein, "Operating Expenses," means all Common Area Maintenance (CAM) expenses as defined in Addendum A.

13.C. ESTIMATE AND PAYMENT: During December of each calendar year, or as soon thereafter as practical, Landlord shall give Tenant written notice of its estimate of amounts payable herein, for the ensuing calendar year. On or before the 1st day of each month during the ensuing calendar year, Tenant shall pay Landlord 1/12th of such estimated amounts, provided that if such notice is not given in December. Tenant shall continue to pay on the basis of the prior year's estimate until the month after such notice is given.

13.D. TRUE-UP: Within (90) days after the closing of each calendar year, or as soon thereafter as practical, Landlord shall deliver to Tenant a statement of amounts payable as Taxes and Operating Expenses. Such statement shall be made in accordance with generally accepted accounting principles applied on a consistent basis and shall be final and binding upon the parties. If such statement shows an amount owing by Tenant that is less than the estimated payments made by Tenant for the preceding calendar year, a refund or offset of rent of the excess shall accompany it by Landlord to Tenant. If such statement shows an amount, owing by Tenant that is more than the estimated payment made by Tenant during the preceding calendar year, Tenant shall pay the deficiency to Landlord within 30 days after delivery of the statements to Tenant.

13.E. If this lease terminates on a day other than the last day of the calendar year, payments made by Tenant on the estimated basis aforesaid shall be deemed to be in full satisfaction of Tenant's pro rata share of the increased operating expenses and taxes. Tenant shall not be entitled to any claim for refund, nor shall Landlord be entitled to claim any deficiency.

13.F. Tenant shall pay all personal property taxes against personal property belonging to the Tenant. Tenant is responsible for payment of all other utilities/services to the Demised Premises.

14. MAINTENANCE BY LANDLORD:

14.A. Landlord shall at its expense maintain the roof, foundation and the structural soundness of the exterior walls in good repair and condition, reasonable wear and tear excepted. Specifically, excluded are all windows, window glass, plate glass and all doors of the building.

14.B. Landlord shall not be required to make repairs occasioned by the act or negligence of Tenant, its employees, subtenants, licensees or concessionaires, unless such act or negligence results in damage covered by valid and collectible fire and extended coverage insurance policies and is collectible there under. Tenant shall give immediate written notice to Landlord of the need for repairs or corrections, and Landlord shall proceed promptly to make such repairs or corrections.

14.C. In the event any repairs are required to be made by Landlord, Tenant shall, at Tenant's sole cost and expense, promptly remove Tenant's fixtures, inventory, and other property and equipment maintained by Tenant to the extent required to enable Landlord to make such repairs. Landlord's liability hereunder shall be limited to the cost of such

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repairs or corrections, and Landlord shall not be liable to Tenant for any damages to Tenant's property due to any cause or nature whatsoever.

15. MAINTENANCE BY TENANT:

- 15.A.** Tenant shall maintain in good repair and condition at its expense and risk all other parts the Demised Premises not required to be maintained by Landlord. This includes, but is not limited to repairs or replacements of windows, window glass, plate glass, doors, heating systems, air conditioning equipment, interior electrical wiring and panels, interior and exterior plumbing, and the interior of the building in general.
- 15.B.** HVAC Service: In addition, each Tenant, at its own expense, shall enter into a regularly scheduled preventative maintenance and service contract for HVAC units within the Demised Premises.
- 15.C.** Tenant shall, throughout the lease term, take good care of the building and other improvements and keep them free from waste or nuisance. At the expiration or termination of this lease, Tenant shall deliver up the Demised Premises clean and free of trash and in good repair and condition, with all fixtures situated in the Demised Premises on the Commencement Date of this lease, in working order. Reasonable wear and tear and damage by fire, tornado or other casualty excepted.
- 15.D.** In the event Tenant shall fail to enter into an HVAC service contract or maintain Demised Premises, Landlord shall have the right, but not the obligation, to cause all repairs or maintenance to be made, and Tenant shall forthwith reimburse the reasonable costs therefore expended by Landlord.

16. BUILD-OUT ALLOWANCE: (if applicable)

- 16.A.** Build-out Allowance or tenant leasehold improvements only pertain to unfinished space, also referred to in the industry as "shell space". Once the original "shell-space" has been improved the Build-out Allowance no longer pertains, and is no longer payable by Landlord.
- 16.B.** Landlord will pay out a mutually agreed amount set out in **§ 6. Special Conditions**, found herein for leasehold improvement made by the Tenant to the Demised Premises.
- 16.C.** Build-out payment conditions are outlined in **Addendum C**.

17. ALTERATION AND SIGNS:

- 17.A.** Tenant shall not create any openings in the roof or exterior walls, or make any alterations, additions or improvements to the Demised Premises without prior written consent of Landlord. Tenant shall have the right to erect or install shelves, bins, machinery, air conditioning or heating equipment and trade fixtures, provided that Tenant complies with all applicable governmental laws, ordinances and regulations. At the expiration or termination of this lease, Tenant shall have the right to remove such items so installed, except heating and air conditioning equipment, provided Tenant is not in default at the time of such removal and provided further that Tenant shall, at the time of removal of such items, repair in good and workmanlike manner any damage caused by installation or removal thereof.
- 17.B.** Tenant shall pay for all costs incurred or arising out of the original build-out, alterations, additions or improvements in or to the Demised Premises and shall not permit a mechanics lien to be asserted against the Demised Premises.
- 17.C.** Upon request by Landlord, Tenant shall deliver to Landlord proof of payment reasonably satisfactory to Landlord of all costs incurred or arising out of any such alterations, additions or improvements, and shall deliver to Landlord a full and complete release of mechanic's liens asserted against the Demised Premises.
- 17.D.** All alterations, additions or improvements in or to the Demised Premises shall become the property of Landlord at the expiration or termination of this lease; however, Landlord may direct the removal of alterations, additions or improvements by giving written notice to Tenant prior to the expiration or termination of this lease. At the direction of

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Landlord, Tenant shall promptly remove all alterations, additions and improvements and any other property placed in the Demised Premises by Tenant and Tenant shall repair in a good and workmanlike manner any damage caused by such removal.

- 17.E.** Landlord reserves the exclusive right to the roof, sides and rear wall of the Demised Premises. Tenant shall not construct any projecting sign or awning without prior consent of Landlord.

18. IMPINGING ON LANDLORD'S INSURANCE POLICY:

- 18.A.** If Tenant's use and occupancy of the Demised Premises causes an increase in the premiums for any fire and extended coverage insurance policy carried by Landlord on the date Tenant shall have first gone into possession of the Demised Premises under this lease, Tenant shall pay, as additional rental, the amount of such increase to Landlord upon demand and presentation of written evidence of the increase.
- 18.B.** Tenant shall not permit any operation or activity to be conducted or storage or use of any volatile or any other materials in the Demised Premises that would cause suspension or cancellation of any fire and extended coverage insurance policy carried by Landlord, or increase the premiums thereof, without prior written consent of Landlord.
- 18.C.** Any insurance, which may be carried by Landlord or Tenant against loss or damage to the building and other improvements situated on the Demised Premises, shall be for the sole benefit of the party carrying such insurance and under its sole control. Landlord carries no insurance for Tenant's liability, property or contents.

19. WAIVER OF SUBROGATION:

- 19.A.** Each party hereto waives any and every claim which arises or may arise in its favor against the other party hereto during the term of this lease or any renewal or extension thereof for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of the Demised Premises, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under such insurance policies. Such mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this lease with respect to any loss of, or damage to, property of the parties hereto. Inasmuch as such mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation or otherwise to an insurance company (or any other person), each party hereby agrees immediately to give to each insurance company which has issued to it policies of fire and extended coverage insurance, written notice of the terms of such mutual waivers, and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverage by reason of such waivers.

20. LANDLORD'S RIGHT OF ENTRY:

- 20.A.** Landlord and its authorized agents shall have the right, at all reasonable times, to enter the Demised Premises, **(a)** to inspect the general condition and state of repair thereof, **(b)** to make repairs required or permitted under this lease, **(c)** to show the premises to any prospective tenant or purchaser **or, (d)** for any other reasonable purpose.

21. TENANT'S RESPONSIBILITIES:

- 21.A. CERTIFICATE OF OCCUPANCY:** Tenant shall, prior to the commencement of the term of this lease, apply for inspection and be approved for a Certificate of Occupancy to be issued by the municipality in which the Demised Premises are located, but the lease shall not be contingent upon issuance thereof. Nothing herein contained shall obligate Landlord to install any additional electrical wiring, plumbing, plumbing fixtures or other improvements, which are not presently existing in the Demised Premises, or which have not been expressly agreed upon by Landlord in writing.
- 21.B. UTILITY SERVICE:** Tenant shall pay the cost of all utility services, including connection charges for gas, electricity, storm water and communications used on the Demised Premises. And Tenant's prorated share of water, sewage and trash collection costs.

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- 21.C. HAZARDOUS OPERATIONS:** There shall be no hazardous or dangerous operations conducted on the Demised Premises without prior written approval of the Landlord, Collin County and/or the City of Anna. This includes, but is not limited to, the following: Spray painting without approved spray booth, welding, storage or use of flammable, corrosive, poisonous or explosive materials, liquid or gases. It is prohibited to use the sewer to dispose of any of the products just described.
- 21.D. PROHIBITED USES:** Vehicle repair, painting or bodywork of any kind. Cabinet shops or other operations producing sawdust or other types of combustible dusts or particles, unless EPA, OSHA and Building Code regulations are met.
- 21.E. FIRE EXTINGUISHER:** Fire extinguisher(s) as required by Collin County and/or City of Anna for each Demised Premises having an area of 1,500 square feet or portion thereof would be provided and kept in good repair by the Tenant. It shall be mounted according to Fire Marshal's requirements depending on Tenant's nature of operation, and shall remain in place during the term of this lease.

22. ASSIGNMENT AND SUBLEASING:

- 22.A.** Tenant shall not, without prior written consent of Landlord, assign this lease or sublet the Demised Premises or any portion thereof. Any assignment or subletting shall be expressly subject to all terms and provisions of this lease, including the provisions of herein, pertaining to the use of the Demised Premises.
- 22.B.** In the event of any assignment or subletting, Tenant shall remain fully liable for the full performance of all Tenant's obligations under this lease. Tenant shall not assign his rights hereunder or sublet the premises without first obtaining a written agreement from assignee or sublessee.
- 22.C.** Landlord, in addition to any other remedies provided herein or by law, may at Landlord's option, collect directly from such assignee or subtenant all rents becoming due under such assignment or subletting and apply such rent against any sums due to Landlord hereunder. No direct collection by Landlord from any such assignee or subtenant shall release Tenant from the performance of the obligations hereunder.
- 22.D.** If this lease is in fact a sublease, Tenant accepts this lease subject to all of the terms and conditions of the lease under which Landlord holds the Demised Premises as lessee. Tenant warrants that it will do no act or thing which would constitute a violation by Landlord of its obligations under such lease.

23. FIRE AND CASUALTY DAMAGE:

- 23.A.** If the building or other improvements on the Demised Premises should be damaged or destroyed by fire, tornado or other casualty, Tenant shall give immediate written notice thereof to Landlord.
- 23.B.** If the building situated on the Demised Premises should be substantially or totally destroyed by fire, tornado or other casualty, or so damaged that rebuilding or repairs cannot reasonably be completed within 120 days from the date of written notification by Tenant to Landlord of the happening of the damage, this lease shall terminate at the option of Landlord and rent shall be abated for the unexpired portion of this lease, effective from the date of actual receipt by Landlord of such written notification. If this lease is not terminated, the building and other improvements shall be rebuilt or repaired and rent abated to the extent provided herein.
- 23.C.** If the building or other improvements situated on the Demised Premises should be damaged by fire, tornado or other casualty but not to such an extent that rebuilding or repairs cannot reasonably be completed within 120 days from the date of written notification by Tenant to Landlord of the happening of the damage, this lease shall not terminate. Landlord shall, at its sole cost and risk, proceed forthwith and use reasonable diligence to rebuild or repair such building and other improvements on the Demised Premises (other than leasehold improvements made by Tenant or assignee, subtenant or other occupant of the Demised Premises) to substantially restore the condition in which they existed prior to such damage. However, if the casualty occurs during the final 18 months of the lease term, Landlord shall not be required to rebuild or repair such damage unless Tenant shall exercise its Renewal Option (if any is contained herein) within 15 days after the date of the receipt by Landlord of the notification of the occurrence of the damage. If Tenant does not elect to exercise its Renewal Option or if there is no Renewal Option contained herein or previously unexercised at such time, this lease shall terminate at the option of Landlord and rent shall be abated for the unexpired portion of this lease, effective from the date of actual receipt by Landlord of the written notification of the damage. If the building and other improvements are to be rebuilt or repaired and are not habitable in whole or in

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part following such damage, the rent payable hereunder during the period in which they are not habitable shall be adjusted equitably.

24. INDEMNITY AND PUBLIC LIABILITY INSURANCE:

- 24.A.** Landlord shall not be liable to Tenant or to Tenant's employees, agents or visitors, or to any other person whomsoever, for any injury to persons or damage to property on or about the Demised Premises or any adjacent area owned by Landlord caused by the negligence or misconduct of Tenant, its employees, subtenants, licensees or concessionaires or any other person entering the Demised Premises under express or implied invitation of Tenant, or arising out of the use of the Demised Premises by Tenant and the conduct of its business therein, or arising out of any breach or default by Tenant in the performance of its obligations hereunder; and Tenant hereby agrees to indemnify Landlord and hold it harmless from any loss, expense or claims arising out of such damage or injury. Tenant shall not be liable for any injury or damage caused by the negligence or misconduct of Landlord, its employees or agents, and Landlord agrees to indemnify Tenant and hold it harmless from any loss, expense or damage arising out of such damage or injury.

- 24.B.** Landlord and Landlord's agents and employees shall not be liable to Tenant for any injury to persons or damage to property resulting from the Demised Premises or other premises owned by Landlord becoming out of repair or by defect in or failure of equipment, pipes or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Demised Premises, regardless of the source, or by dampness or by fire, explosion, falling plaster or ceiling. Landlord shall not be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Landlord or caused by operations in construction of any private, public or quasi-public work, or of any other person whomsoever excepting only duly authorized employees and agents of Landlord.

25. CONDEMNATION:

- 25.A.** If, during the term of this lease or any extension or renewal thereof, all or a substantial part of the Demised Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or should be sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective from the date of taking of the Demised Premises by the condemning authority.

- 25.B.** If less than a substantial part of the Demised Premises is taken for public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, Landlord, at its option, may give written notice to terminate this lease or shall forthwith at its sole expense restore and reconstruct the building and improvements (other than leasehold improvements made by Tenant or any assignee, subtenant or other occupant of the Demised Premises) situated on the Demised Premises in order to make the same reasonably tenantable and suitable for the uses for which the Demised Premises are leased as defined herein. The rent payable hereunder during the unexpired portion of this lease shall be adjusted equitably.

- 25.C.** Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceeding. The termination of this lease shall not affect the rights of the respective parties to such awards.

26. HOLDING OVER AND DEFAULT BY TENANT:

- 26.A.** Should Tenant or its successors in interest fail to surrender the Demised Premises, or any part thereof, on the expiration of the term or the termination of the lease, such holding over shall constitute a tenancy from month to month, at a monthly rental equal to 300% of the rent paid for the last month of the term of this lease unless otherwise agreed in writing.

The following events shall be deemed to be events of default under this lease:

- 26.B.** Failure of Tenant to pay any installment of the rent or other sum payable to Landlord hereunder on the date that it is due and such failure shall continue for a period of 10 days.

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- 26.C.** Failure of Tenant to comply with any term, condition or covenant of this lease, other than the payment of rent or other sum of money, and such failure shall not be cured within 5 days after notice thereof to Tenant.
- 26.D.** Insolvency, the making of a transfer in fraud of creditors, or the making of an assignment for the benefit of creditors by Tenant or any guarantor of Tenant's obligation.
- 26.E.** Filing of a petition under any section of the National Bankruptcy Act, as amended under any similar law or statute of the United States or any State thereof, by Tenant or any guarantor of Tenant's obligations, or adjudication as a bankruptcy or insolvent in proceedings filed against Tenant or such guarantor.
- 26.F.** Appointment of a receiver or trustee for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations hereunder.
- 26.G.** Abandonment by Tenant of any substantial portion of the Demised Premises or cessation of use of the Demised Premises for the purpose leased, or use of the premises, or any part thereof, for any purpose other than for the purpose leased as stated in herein.
- 26.H.** Use of the Demised Premises by Tenant or other person(s) for a purpose, lawful or unlawful, other than that specifically stated herein.

27. REMEDIES OF LANDLORD:

Upon the occurrence of any of the events of default under this lease Landlord shall have the option to pursue any one or more of the following remedies without any prior notice or demand whatsoever.

- 27.A.** Terminate the lease, in which event Tenant shall immediately surrender the Demised Premises to Landlord. If Tenant fails to so surrender such premises, Landlord may, without prejudice to any other remedy which it may have for possession of the Demised Premises or arrearage in rent, enter upon the and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying the Demised Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages. Tenant shall pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to re-let the Demised Premises on satisfactory terms or otherwise.
- 27.B.** Enter upon and take possession of the Demised Premises, by force if necessary, without terminating this lease and without being liable for prosecution or for any claim for damages, and expel or remove Tenant and any other person who may be occupying the Demised Premises or any part thereof. Landlord may re-let the Demised Premises and receive the rent there from. Tenant agrees to pay to Landlord monthly or on demand from time to time any deficiency that may arise by reason of any such re-letting. In determining the amount of such deficiency, the professional service fees, attorney's fees, court costs, remodeling expenses and other costs of re-letting shall be subtracted from the amount of rent received under the re-letting.
- 27.C.** Enter upon the Demised Premises, by force if necessary, without terminating this lease and without being liable for prosecution or for any claim for damages, and do whatever Tenant is obligated to do under the terms of this lease. Tenant agrees to pay Landlord on demand for expenses that Landlord may incur in thus effecting compliance with Tenant's obligations under this lease, together with interest thereon at the rate of **twelve percent (12%) per annum** from the date expended until paid. Landlord shall not be liable for any damages resulting to the Tenant from such action, whether caused by negligence of Landlord or otherwise.
- 27.D.** Accelerate and declare the rent for the entire lease term, and all other amounts due under this lease, at once due and payable, and proceed by attachment, suit or otherwise, to collect all amounts in the same manner as if all such amounts due or to become due during the entire lease term were payable in advance by the terms of this lease, and neither the enforcement or collection by Landlord of such amounts nor the payment by Tenant of such amounts shall constitute a waiver by Landlord of any breach, existing or in the future, of any of the terms or provisions of this lease by Tenant or a waiver of any rights or remedies which the Landlord may have with respect to any such breach.
- 27.E.** In addition to the foregoing remedies, Landlord shall have the right to change or modify the locks on the Demised Premises in the event Tenant fails to pay the monthly installment of rent when due. Landlord shall not be obligated to provide another key to Tenant or allow Tenant to regain entry to the Demised Premises unless and until Tenant pays Landlord all rent that is delinquent. Tenant agrees that Landlord shall not be liable for any damages resulting to

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the Tenant from the lockout. At such time that Landlord changes or modifies the lock; Landlord shall post a "Notice of Change of Locks" on the front of the Demised Premises. Such Notice shall state that:

1. Tenant's monthly installment of rent is delinquent, and therefore, under authority herein, the Landlord has exercised its contractual right to change or modify Tenant's locks;
2. The Notice has been posted on the Tenant's front door by a representative of Landlord and Tenant should make arrangements with the representative to pay the delinquent installments of rent when Tenant picks up the key; and
3. The failure of Tenant to comply with the provisions of the lease and the Notice and/or tampering with or changing of the lock(s) by Tenant may subject Tenant to legal liability.

27.F. No re-entry or taking of possession of the Demised Premises by Landlord shall be construed as an election to terminate this lease, unless a written notice of that intention is given to Tenant. Notwithstanding any such re-letting or re-entry or taking possession, Landlord may, at any time thereafter, elect to terminate this lease for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies provided by law, nor shall pursuit of any remedy provided in this lease constitute a forfeiture or waiver of any monthly installment of rent due to Landlord under this lease or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants contained in this lease. Failure of Landlord to declare any default immediately upon its occurrence, or failure to enforce one or more of Landlord's remedies, or forbearance by Landlord to enforce one or more of Landlord's remedies upon an event of default shall not be deemed or construed to constitute a waiver of default or waiver of any violation or breach of the terms of this lease. Pursuit of any one of the above remedies shall not preclude pursuit by Landlord of any of the other remedies provided in this lease. The loss or damage that Landlord may suffer by reason of termination of this lease or the deficiency from any re-letting as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Landlord following possession. If Landlord terminates this lease at any time for any default, in addition to other Landlord's remedies, Landlord may recover from Tenant all damages Landlord may incur by reason of the default; including the cost of recovering the Demised Premises and the rent then remaining unpaid.

28. LANDLORD'S LIEN:

28.A. In addition to the statutory Landlord's lien, Tenant hereby grants to Landlord a security interest to secure payment of all rent and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture and other personal property of Tenant situated in or upon the Demised Premises, together with the proceeds from the sale or lease thereof. Such property shall not be removed without the consent of Landlord until all arrearage in rent and other sums of money then due to the Landlord hereunder shall first have been paid and discharged.

28.B. Upon the occurrence of an event of default, Landlord may, in addition to any other remedies provided herein or by law, enter upon the Demised Premises and take possession of any and all goods, wares, equipment, fixtures, furniture and other personal property of Tenant situated on the premises without liability for trespass or conversion. And to sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any such sale.

28.C. Unless otherwise required by law, notice to Tenant of such sale shall be deemed sufficient if given in the manner prescribed in this lease at least 10 days before the time of the sale. Any public sale made under this clause shall be deemed to have been conducted in a commercially reasonable manner if held in the Demised Premises or where the property is located, after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in Collin County, Texas, for five consecutive days before the date of the sale.

28.D. Landlord or its assigns may purchase at a public sale and, unless prohibited by law, at a private sale. The proceeds from any disposition dealt with in this clause, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorneys' fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted herein. Any surplus shall be paid to Tenant or as otherwise required by law; Tenant shall pay any deficiencies forthwith.

28.E. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provisions

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of the Uniform Commercial Code in force in the State of Texas. The statutory lien for rent is expressly reserved; the security interest herein granted is in addition and supplementary thereto.

29. INSURANCE:

- 29.A.** Landlord shall maintain during the term of this Lease Agreement an all-risk commercial property policy insuring the project, common areas, and personal property owned by Landlord, in amounts equal to replacement value. Landlord shall not be obligated to insure any furniture, equipment, machinery, goods, or supplies owned by Tenant or which Tenant may bring or obtain upon the Demised Premises, or any additional improvements that Tenant may construct thereon. If the annual premiums charged Landlord for such insurance exceed the standard premium rates because of the nature of Tenant's operations, then Tenant shall, upon receipt of appropriate premium invoices, reimburse Landlord for such increases in premium. Landlord may, should it choose to, self-insure all or part of the above referenced risks. Should Landlord choose to self-insure any insurance risks, the cost demonstrated by a bid from a reputable insurance company shall be included in the cost of insurance for expense reimbursement purposes.

- 29.B.** Tenant shall, at all times during the term of this Lease Agreement, insure Tenant's personal property including any additional improvements made by Tenant, while in or upon the Demised Premises, with an all-risk policy. In addition, Tenant shall maintain a policy or policies of Commercial General Liability Insurance with the premiums thereon fully paid on or before due date, issued by an insurance company having at least an A.M. Best rating of A or better and licensed to do business within the state the Project is located. The limits afforded by said liability policy shall not be less than Five Hundred Thousand Dollars combined single occurrence limit for personal injury and property damage and One Million Dollars annual aggregate. Landlord shall be added as an additional insured thereto, and said policy shall not be canceled or substantially modified without first giving Landlord thirty (30) days written notice thereof. In addition, Tenant shall maintain Workers Compensation insurance as required by statute. Tenant shall furnish a certificate of insurance, acceptable to Landlord, evidencing the Commercial General Liability and Workers Compensation coverage's referred to herein and naming Landlord and Property Manager as additional insured as to the General Liability Insurance. Tenant will provide a copy of the certificate of insurance within thirty days of Landlord's request thereof.

30. OTHER PROVISIONS AND CONDITIONS:

- 30.A. ATTORNEY'S FEES:** If, on account of any breach or default by Tenant of Tenant's obligations under this lease, it shall become necessary for Landlord to employ an attorney to enforce or defend any of its rights or remedies hereunder, and should Landlord prevail, Landlord shall be entitled to any reasonable attorney's fees incurred in such connection.

- 30.B. QUIET ENJOYMENT:** If the Tenant pays the rent and complies with all the terms of this lease, Tenant may occupy and enjoy the Demised Premises for the full Lease Term.

- 30.C. WAIVER OF DEFAULT:** No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein.

- 30.D. FORCE MAJEURE:** In the event performance by Landlord of any term, condition or covenant in this lease is delayed or prevented by an Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, war and any other cause not within the control of Landlord. The period for performance of such term, condition and covenant shall be extended for a period equal to the period Landlord is so delayed or hindered.

- 30.E. LANGUAGE AND CAPTIONS:** Words of any gender used in this lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires. The captions or headings of clauses in the lease are inserted for convenience only, and shall not be considered in construing the provisions hereof if any question of intent should arise.

- 30.F. SUCCESSORS AND SEVERABILITY:** The terms, conditions and covenants contained in this lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided, all rights, powers, privileges, immunities and duties of Landlord under this lease, including, but not limited to, any notices required or permitted to be delivered by Landlord to Tenant hereunder, may at Landlord's option, be exercised or performed by Landlord's agent or attorney. If any

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provision in this lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of the lease shall not be affected thereby.

- 30.G. NOTICES:** Any notice or document required or permitted to be delivered hereunder may be delivered in person or shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the address indicated herein, or at such other addresses as may have theretofore been specified by written notice delivered in accordance herein.
- 30.H. LATE PAYMENT CHARGES:** Lease payment checks received by Landlord after the Due Date will incur a charge of **\$150.00** for each and every such event.
- 30.I. RETURNED CHECK CHARGES:** Lease payment checks returned to Landlord due to insufficient funds will incur a charge of **\$50.00** for each and every such event.
- 30.J. OCCUPANCY DELAY:** In the event the Demised Premises should not be ready for occupancy for any reason, this Lease Agreement shall not be void. Landlord shall not be liable or responsible for any claims, damages, or liabilities in connection therewith or by reason thereof, and the term of this Lease Agreement shall be for the same term of months as set forth in the Lease Agreement.
- 30.K. OTHER AGREEMENTS:** There are no agreements, conditions, stipulations or representations verbal or otherwise, other than those contained herein.
- 30.L. WARRANTY:** THERE IS NO WARRANTY, REPRESENTATION OF CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF HABITABILITY.

31. RENEWAL AND NON-RENEWAL OF LEASE:

- 31.A. RENEWAL OR EXTENSION OF LEASE:** Should the Renewal Option be exercised or the lease extended, then all clauses, addenda and exhibits of the original Lease shall apply and be in full force and effect from the date of the original lease with Tenant through the date of expiration or termination of any and all renewals or extensions.
- 31.B. NOTICE OF NON-RENEWAL OF LEASE BY TENANT:** In the event that Tenant elects not to renew this lease at the end of its term (and/or any extensions thereof), then ninety (90) days prior to the end of said term, Tenant agrees to give Landlord notice in writing that Tenant does not intend to renew said lease. Failure to give such notice to Landlord shall make Tenant liable to Landlord for any and all loss of income by Landlord due to the Demised Premises remaining vacant during all or part of the ninety (90) day period following the original termination date (or any extension thereof) of said lease.

32. OTHER CONDITIONS AT EXPIRATION OR TERMINATION OF LEASE:

- 32.A.** On expiration or termination of this lease the Tenant shall surrender the Demised Premises to the Landlord broom clean and in the same condition as received, excepting normal wear and tear.
- 32.B.** At the direction of Landlord, Tenant shall promptly remove all alterations, additions and improvements and any other property placed in the Demised Premises by Tenant at his expense and Tenant shall repair in a good and workmanlike manner any damage caused by such removal. All build-out, alterations, additions and improvements, which the Landlord has not required to be removed, become the property of the Landlord.
- 32.C.** In no event is the Tenant allowed to remove, without the Landlord's prior written consent, flooring, electrical and communication wiring, power panels, lighting or lighting fixtures, plumbing or plumbing fixtures, heating, ventilating or air conditioning equipment, even if installed and paid by the Tenant.

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33. SIGNATURES:

Tenant acknowledges that Tenant has read and understands the terms and conditions of this Lease Agreement and any exhibits and/or addenda. And has had sufficient time and opportunity to ask questions and receive answers from Landlord and/or Landlord's Agent, to Tenant's satisfaction, concerning the terms and conditions of this Lease Agreement.

LANDLORD:	TENANT:
Ginana, Inc.	
By:	Name:
Its: President	Its:
Signature:	Signature:
Execution Date:	Execution Date:

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34. ADDENDUM A : DEFINITIONS

- 34.A.** Ad Valorem Tax: All general real-estate taxes and other governmental, state, county, school district or city charges levied against the Property for each calendar year.
- 34.B.** Common Area Maintenance (CAM): All costs of maintenance, inspection and repairs of the common areas of the Property. These include but are not limited to the cost and charges for security, lighting, painting, cleaning, pest control, ice and snow removal, utilities, trash disposal, landscaping, water and sewer and other expenses benefiting all the Property which may be incurred by the Landlord, at his discretion. The "common area" is defined as that part of the Property intended for the collective use of all Tenants. CAM does not include **(i)** depreciation on the building, **(ii)** costs of Tenant's improvements, **(iii)** real estate broker's commissions, and **(iv)** interest on capital items. The determination of such expenses shall be made in accordance with generally accepted accounting principles applied on a consistent basis.

35. ADDENDUM B : RULES AND REGULATIONS

- 35.A.** Tenant, its agent, servants, and employees shall not block or obstruct any of the entries, passages or doors of Demised Premises or Property.
- 35.B.** The movement of furniture, equipment merchandise, inventory or materials within, into or out of the Property or Demised Premises shall be restricted to time, method and routing of movement as determined by Landlord upon request from Tenant and Tenant shall assume all liability and risk in such movement. Safes and other heavy equipment shall be moved into the premises only with Landlord's written consent and placed where directed by Landlord. Tenant shall pay any damage done to Property or Demised Premises by taking in or removing these fixtures or materials.
- 35.C.** No sign, advertisement, or notice shall be displayed, painted or affixed by Tenant, its agents, servants, or employees in or on any part of the outside or inside of the Property or the Demised Premises without prior written consent of Landlord. And then only of such color, size, character, style and material and in such place as shall be approved and designated by Landlord. Any signs installed by Tenant shall also conform to any applicable laws, city/county ordinance and deed or other restrictions. Sign permits must be obtained from the appropriate municipal or county authority.
- 35.D.** Landlord will not be responsible, under any condition or situation, for lost or stolen personal property, equipment, money or any article taken from the Property or the Demised Premises.
- 35.E.** Tenant, its agents, servants and employees shall not use the Property or Demised Premises for housing, lodging or sleeping purposes, or for the cooking or preparation of food without the express prior written consent of Landlord. No immoral or unlawful purpose will be allowed in or on any portion of the Property or Demised Premises.
- 35.F.** Tenant, its agents, servants or employees shall not bring into the Property or the Demised Premises or keep in the premises any dog, bird or animal. Tenant, its agents, servants and employees shall not bring inside the premises any bicycle or other vehicle without the consent of Landlord.
- 35.G.** No additional locks shall be placed on any door in the Property or Demised Premises without prior written consent of Landlord. Landlord will furnish a reasonable number of keys to the premises. Landlord will keep a passkey to the Demised Premises. All keys shall be returned to Landlord promptly upon expiration or termination of this lease or Tenant shall be charged for the cost of lock and key replacement. Tenant shall change no locks or keys without prior written consent from Landlord.
- 35.H.** Tenant, its agents or employees shall do no painting or decorating to the Property or in the Demised Premises; or mark, paint or cut into or in any way deface any part of the Property or Demised Premises without prior written consent of Landlord. If Tenant desires signal, communication, alarm or any other utility or service connection installed or changed, such work shall be done at expense of Tenant, with the prior written approval and under the direction of Landlord.

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- 35.I.** "Normal Business Hours" are defined as 8:00 am to 5:00 pm, Monday through Friday. Notwithstanding the foregoing, Tenant shall have access to the premises during non-normal business hours. For purposes of this Lease, holidays shall be deemed to mean and include, without limitation, the following: **(a)** New Year's Day; **(b)** Good Friday; **(c)** Memorial Day; **(d)** Independence Day; **(e)** Labor Day; **(f)** Thanksgiving Day; **(g)** the Friday following Thanksgiving Day; **(h)** Christmas Day; and **(i)** any other state or federal holiday or date Landlord chooses.
- 35.J.** Tenant, its agents, servants and employees shall not permit the operation of any musical or sound producing instruments of any type, or any instrument or device that may be heard outside the premises. Or which may emanate electrical waves or signals that will impair radio or television broadcasting or reception or operation of machinery or equipment from or in the Property or Demised Premises.
- 35.K.** Tenant, its agents, servants and employees shall, before leaving the Demised Premises unattended, close and lock all doors and turn off all lights and other equipment within the Property and/or Demised Premises. Tenant shall pay damages or additional expenses resulting from failure to do so immediately upon demand by Landlord.
- 35.L.** No draperies, shutters, blinds, screens or other window coverings shall be installed in exterior windows or walls or doors without Landlord's prior written approval. Existing window covering will not be removed without Landlord's written permission.
- 35.M.** Landlord will not permit entrance to Tenant's Demised Premises by use of pass keys controlled by Landlord, to any person at any time without prior written permission by Tenant except employees, contractors, or service personnel directly supervised by Landlord.
- 35.N.** Employees of Landlord shall not receive or carry messages for, or to any Tenant or other person, nor contract with or render free or paid services to any Tenant or Tenant's agents, employees or invitees. In the event any of Landlord's employees perform any such services, such employees shall be deemed the agents of Tenant regardless of whether or how payment is arranged for services. Landlord is expressly relieved from any payment and all liability in connection with any such services and any associated injury or damage to persons or property.
- 35.O.** Parking is permitted for each Tenant only in front of the Tenant's Demised Premises, unless otherwise noted in the Tenant's lease agreement.
- 35.P.** There shall be absolutely no outside storage permitted on or about the Demised Premises. Trash or miscellaneous items, including but not limited to vehicles, left outside of Tenant's Demised Premises will be removed by Landlord and a removal charge may be assessed to Tenant at a minimum charge of **\$50.00** per occurrence.
- 35.Q.** All loose trash must be placed in plastic sacks or other approved containers before being placed in the trash container. (The reason for this is to keep trash from blowing on driveway when Dumpster is dumped on a windy day). No trash may be placed on the ground. Trash containers are furnished to Tenants for what Landlord considers normal usage for Demised Premises. Trash from other locations may not be placed in dumpsters. Tenant must make special arrangements with Landlord for trash removal other than normal usage mentioned above. **TENANT MUST FLATTEN ALL CARDBOARD BOXES.** Overfilling of Dumpster will not be permitted (trash trucks are unable to pick up overfilled dumpsters). Violation may result in trash removal charges and cleanup charges being assessed to Tenant at a minimum charge of **\$50.00** per occurrence.
- 35.R.** Canvassing, soliciting and peddling in the Property or demised promises are prohibited, and each Tenant shall cooperate to prevent the same.
- 35.S.** Landlord shall use reasonable efforts to enforce these Rules and Regulations equally and uniformly concerning all tenants of the Property or Demised Premises. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular Tenant. No such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other Tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all Tenants of the Property or Demised Premises.
- 35.T.** Landlord reserves the right to exclude or expel from the Property or demised promises any person who, in the judgment of Landlord or Landlord's agent, is intoxicated or under the influence of liquor or drugs. Or who shall in any manner do any act in violation of any of the Rules and Regulations of the Property or Demised Premises.
- 35.U.** Tenants requiring Landlord to gain access to their Demised Premises due to Tenant's negligence will be charged a minimum of **\$100.00** per occurrence for reentry if such incident takes place after normal business hours or weekends or on holidays.

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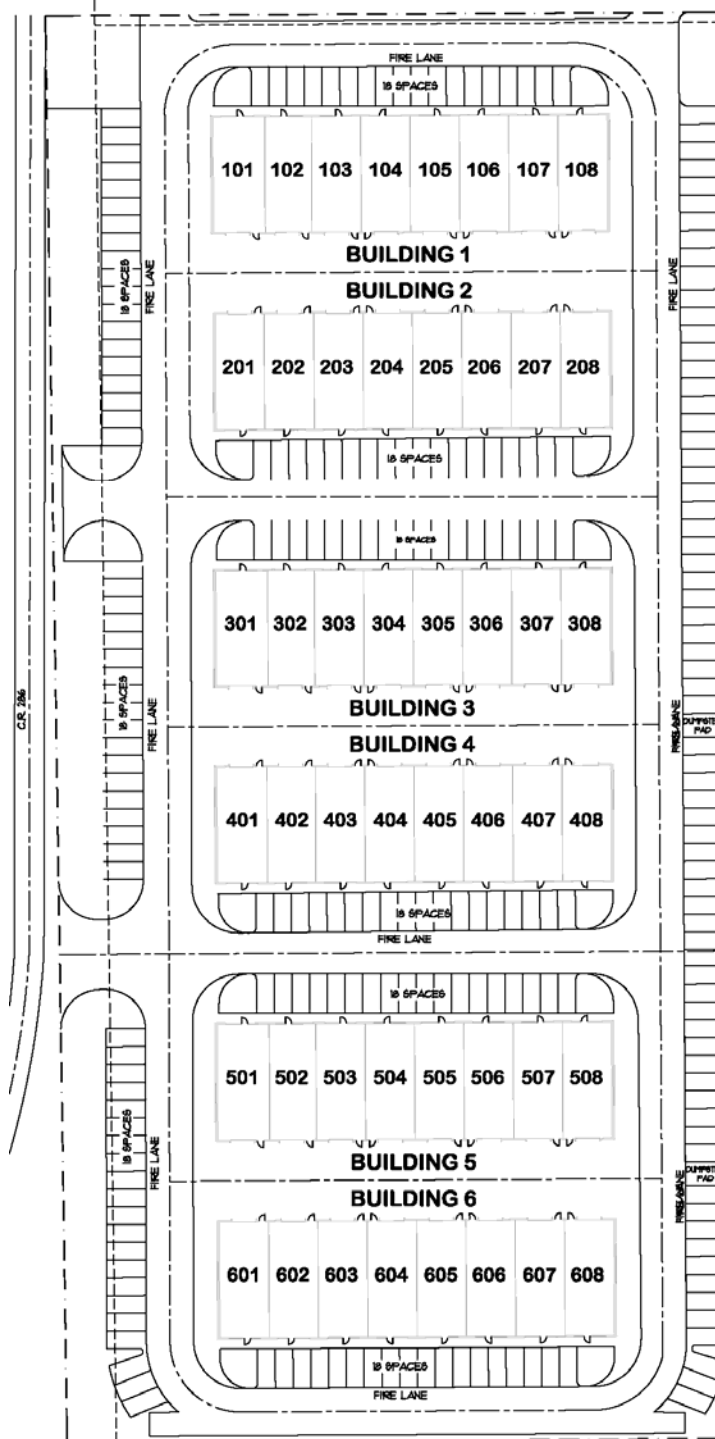
- 35.V.** Should Landlord be required to take possession of Tenant's Demised Premises and to change locks and/or keys to the demised premises there shall be a **\$100.00** charge for each occurrence.
- 35.W.** Landlord reserves the right to amend and add to these Rules and Regulations time-to-time as needed.
- 35.X.** These Rules and Regulations are an integral part of the Lease Agreement, and shall not be construed or in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any Lease.

36. ADDENDUM C: BUILD-OUT ALLOWANCE AND REQUIREMENTS:

- 36.A.** At his discretion Landlord will pay a Build-out allowance agreed upon in **§6 Special Conditions:** above.
- 36.B.** Build-out allowance can be used only for Construction Costs. Fees, permits, utility connection fees and architectural plans do not qualify as Construction Costs. No Build-out allowance is due if there is no build-out. Build-out Allowance paid cannot exceed actual construction costs incurred for the build-out.
- 36.C.** Construction has to adhere to Uniform Building Code (UBC) and be passed by the City of Anna Code Enforcement Department.
- 36.D.** Minimum Construction Requirements:
 - At least one bathroom/restroom has to be constructed per leased space.
 - Steel studs are required for all walls. Wood studs are not allowed.
 - Ceiling height in office areas has to be a minimum of 10 feet
 - Ceiling must be freestanding, i.e. independent from walls, and use square (2'x2') ceiling tile.
 - HVAC unit must be Rheem brand, or other specified by Landlord.
 - Security systems, if installed, have to be purchased from Dallas Security Systems. No leased security systems are permitted.
- 36.E.** Tenant must provide a full set of plans approved by the City of Anna to Landlord for Landlord's subsequent approval.
- 36.F.** Tenant must provide to Landlord a final and signed construction contract by a qualified General Contractor that has been in business at least 3 years and General Contractor must provide Landlord proof of \$500,000 Liability Insurance prior to starting work.
- 36.G.** Tenant must have signed a minimum three-year lease agreement with Landlord and have paid security deposit and, first and last month rent prior to commencing work on the build-out.
- 36.H.** Landlord will cut a two-party check made out to both Tenant and General Contractor once;
 - Construction is complete and all work has passed City of Anna building code inspection
 - A copy of the Certificate of Occupancy has been furnished to the Landlord
 - A notarized Waiver of Lean from the General Contactor AND all Sub-Contractors is furnished to the Landlord
 - Copy of all invoices paid for Labor and Materials used in the Build-out

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37. ADDENDUM D: SITE PLAN:



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