

LEASE

THIS LEASE made the ____ day of _____, 2000, by and between DAYTON/MIAMI VALLEY ENTREPRENEURS CENTER, INC., dba THE ENTREPRENEURS CENTER (TEC), Lessor and YOUR COMPANY, INC., Tenant.

1. LEASED PREMISES; RESERVATION OF SPACE

In consideration of the rents, mutual covenants and agreements hereinafter set forth, Lessor hereby leases to Tenant and Tenant hereby leases from Lessor, for a term and upon the conditions hereinafter provided, the following described premises, hereinafter referred to as the Leased Premises, situated in that certain building located at 714 East Monument Ave., Dayton, OH, 45402 and including all that certain space, which is on the first floor of the TEC building, and which is designated as Room No. 000, constituting 900 square feet of space. Because of the special nature of Lessor's building, Lessor has the option, in its sole discretion, to require Tenant to move to comparable space in the building during the term of this Lease. Any move under this provision shall be limited to one (1).

2. TERM

A. Commencement Date. The term of this Lease shall commence on the first to occur of the following events, which shall hereinafter be called the "Commencement Date", (1) the date when Tenant or anyone claiming through or under Tenant first occupies the Leased Premises, or (2) the 1st day June, 2000.

B. Expiration Date. The term of this Lease shall terminate at twelve o'clock (12:00 A.M.) midnight, on the 30th day of May, 2001, hereinafter called the "Expiration Date".

C. Delay in Delivery of Possession. If delivery of possession of the Leased Premises shall be delayed beyond the date specified above for the commencement of the term of this Lease for any cause whatsoever, Lessor shall not be liable to Tenant for any damages resulting from such delay and Tenant's obligation to pay rent shall be suspended and abated until possession of the Leased Premises is delivered. In the event of such a delay, it is understood and agreed that the Commencement Date shall also be postponed until delivery of possession and that the Expiration Date shall be correspondingly extended.

D. Written Confirmation. Promptly upon the

determination by Lessor of the revised Commencement Date and the revised Expiration Date, Lessor shall send written notice to Tenant of such revised dates and the parties shall be bound by said dates.

E. Occupancy Deemed Acknowledgment of Condition and Performance. Tenant's initial occupancy of the Leased Premises shall be deemed an acknowledgment by Tenant that the Leased Premises are then in good and tenantable condition.

3. RENT

A. Basic Rent. As follows:

Tenant covenants and agrees to pay the Lessor, at its office at 714 East Monument Ave., Room 126, throughout the full term of this Lease, but subject to adjustments as hereinafter provided, an annual guaranteed basic rent, hereinafter called "Basic Rent", payable in equal monthly installments, which "Basic Rent" is as follows:

Year No. 1	6.50/sq.ft.
Year No. 2	7.50/sq.ft.
Year No. 3	8.50/sq.ft.
Year No. 4	9.50/sq.ft.
Year No. 5	10.50/sq.ft.

The Rent installment for the first month of the term hereof shall be paid not later than the Commencement Date. Each installment of rent shall be paid, in advance, on the first day of each calendar month thereafter. The aforementioned rent includes an apportionment for the common area attributable to the leased premises.

(1) If the date when the first installment of rent is due hereunder is a date other than the first day of any calendar month, Tenant shall pay to Lessor on the date \$13.34 multiplied by the number of calendar days in the period between the date when the first installment of rent is due and the last day of the month, together with the installment of rent due for the next succeeding calendar month.

(2) All payments of Rent, costs and other payments to Lessor required hereunder shall be made without demand, deduction or offset, in cash or by check, The Entrepreneurs Center, and shall be delivered to said Agent or to its office at 714 East Monument Ave., Room 126, or to such other party and place as may be designated by notice, in writing, from Lessor to Tenant from time to time.

(3) Any monthly installments of Basic Rent not paid

within (10) days of the due date shall be subject to a late charge and service fee of five percent (5%).

(4) All payments of rent received shall first be applied to past due rents and then to current rents.

(5) No payment by Tenant or receipt and acceptance by Lessor of the lesser amount than the Basic Rent, additional rent, or other than part payment of the full amount then due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check, payment or rent or other payment, be deemed an accord and satisfaction; and Lessor may accept such part payment without prejudice to Lessor's right to recover the balance due and payable or pursue any other remedy in this Lease Provided.

B. Additional Costs. Tenant agrees to pay to Lessor, in monthly payments of \$3.50/sq.ft. or \$262.50/month, in connection with:

1. Electricity
2. Natural gas
3. Water
4. Sewage
5. Security
6. Rubbish/solid waste removal
7. Common area/rest room maintenance and supply

Additional costs are calculated based on the following factors:

1. Ratio of square foot occupied to total building square feet. Tenant Percentage Factor: **Not Applicable in the year 2000.**
2. The selection by the Tenant of the level of voice, digital and data connections required as outlined in the Attachment A of this Lease.
3. SECURITY DEPOSIT.

Tenant shall also deposit with Lessor, a security deposit in the amount of \$ 500/unit or \$1,000. Said deposit may be used by Lessor to pay on account of delinquent rents or for any damages to the premises. Otherwise it shall be returned to Tenant within thirty (30) days of his moving out providing he provides Lessor with a forwarding address.

Tenant also agrees to deposit with Lessor, a security deposit in the amount of \$1,900. Said deposit may be used by Lessor to pay for any damages to the technology infrastructure as provided in Attachment A. Otherwise it

shall be returned to Tenant within thirty (30) days of his moving out providing he provides Lessor with a forwarding address.

3. Tenant shall have the right to inspect the records of Lessor to determine the bases for which additional costs are calculated. Tenant shall be given notice of any additional costs within sixty (60) days of Lessor's receipt of bill.

4. ENVIRONMENTAL RESPONSIBILITY

This lease prohibits all use of hazardous materials on the Premises. Tenant must supply Lessor Material Safety Data Sheets for all chemicals used by Tenant. Tenant must comply with the OSHA and EPA requirements. Noise levels created by Tenant's machinery must not exceed a limit of 85 decibels. Tenant shall defend and hold Lessor harmless from all fines, penalties and costs relating to any violation or noncompliance with such laws and regulations.

5. USE OF LEASED PREMISES

A. Tenant covenants to use the Leased Premises only for carrying on the business of Software Development and to permit Lessor to transmit heat, air conditioning, and electric current through and Leased Premises at all times at the discretion of Lessor, provided, however, that Lessor shall not exercise this right in such a way as to unreasonably inconvenience Tenant, or unreasonably interfere with Tenant's use of the Leased Premises. All property of any kind which may be on the Leased Premises shall be at the sole risk of Tenant or those claiming through or under Tenant.

B. Tenant shall not commit, or suffer to be committed, any waste on the Leased Premises, nor shall Tenant maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises or use the Leased Premises for any unlawful purpose.

C. Tenant shall comply with any and all laws, ordinances, orders and regulations of any governmental authority which are applicable to its use of the Leased Premises.

D. Tenant shall allow Lessor to enter premises at Any reasonable time to make inspection and at any time to act in emergencies.

E. Tenant's customers may use the common parking

Area on a non-exclusive basis. Tenant's employees will park in areas designated by the Lessor.

6. ALTERATIONS.

Tenant may at its own expense make alterations to the premises only with Lessor's prior written approval of the alterations and the contractor, if any. Any alteration shall not impair the safety or the appearance of the premises and shall be made according to all applicable laws, ordinances or regulations. Lessor has certain building standards applicable to the leased premises which includes a standard decorating scheme which must be followed by Tenant.

7. MAINTENANCE AND REPAIRS.

A. Subject to reasons beyond its control, Lessor agrees, at its expense, to maintain and keep and repair the Leased Premises during the term of this Lease, except for damages caused by Tenant, its agents, employees, visitors, licensees, contractors, or suppliers. There shall be no allowance to Tenant for a diminution of rental value and no liability on the part of the Lessor by reason of inconvenience, annoyance or injury to business arising from the making of any repairs in or to any portion of the Leased Premises or the building and grounds (or in or to fixtures, appurtenances or equipment thereof.)

8. FIXTURES.

All fixtures, including carpeting, shelving or Any other object that would be considered a fixture, shall be installed by Lessor or, if installed by Tenant, shall be approved by Lessor prior to installation. When Tenant vacates the premises, it shall remove all fixtures that Lessor demands and shall repair all damages to the Leased premises to the condition in which they were prior to the installation of the articles so removed.

9. DEFAULT.

A. Each of the following events, (hereinafter called "Event of Default"), shall be a default hereunder by Tenant and a breach of this Lease.

(1) If Tenant shall violate any covenant or agreement providing for the payment of rent or additional rent, and such violation shall continue for ten (10) days after notice.

(2) If Tenant shall be adjudicated as bankrupt whether voluntarily or involuntarily, or make any general assignment for the benefit of any Insolvency, Receivership or Bankruptcy Acts.

(3) If a receiver or trustee shall be appointed for, or to take possession of, all or a substantial part of the property of Tenant or Tenant's leasehold interest.

(4) If the Premises are vacated or Abandoned by Tenant.

(5) If there be any attachment, execution Or other judicial seizure of all or a substantial part of the assets or Tenant or Tenant's leasehold, where such an attachment, execution or seizure is not discharged within thirty (30) days.

(6) If the estate of Tenant be transferred or passed to, or devolve upon, any other person or corporation by operation of law.

(7) If Tenant shall be in default of fulfilling any of the other covenants and conditions or this Lease and such default shall continue for thirty (30) days after written notice thereof from Lessor to Tenant.

B. In the event of such Event of Default:

(1) Lessor has the right to enter upon the Leased Premises and again have, repossess, and enjoy the same as if this Lease has not been made, and thereupon this Lease shall terminate without prejudice, however, to the right of Lessor to recover from Tenant all rent and other sums unpaid up to the time of such re-entry. In the event of such default and re-entry, Lessor shall have the right to re-let the Leased Premises for the remainder of the then existing term for the highest rent then obtainable, and to recover from Tenant the difference between the rent reserved by this Lease and the amount obtained by such re-letting, less the costs and expenses reasonably incurred by Lessor in such re-letting. In the event that the amount obtained exceeds the rent herein reserved, Lessor shall not be required to pay such excess to Tenant.

(2) Tenant hereby authorizes and empowers any attorney of any court or record within the United States or elsewhere, to appear for Tenant and to confess judgment against Tenant in favor of Lessor as often as necessary, as of any term with or without declaration filed, for the sum due by reason of said default in the payment of rent, including unpaid rent for the balance of the term of this Lease if the same shall have become due and payable under the provision herein, and/or for the sum due by reason of any breach of covenant, duty, agreement or obligation by Tenant herein, together with costs of suit and five percent (5%) added as attorney's fees, with release of all errors.

Tenant waives any right to stay of execution of extension of any levy on property from levy and execution thereon as well as any levy on property pursuant to any such judgment and expressly waives the exception statute now in force or enacted hereafter by any state or nation to the extent such statutes may be waived.

(3) Tenant further, at the option of Lessor, authorizes and empowers any such attorney, either in addition to or without such judgment for the amount due according to the terms of this Lease to appear for Lessor and confess judgment forthwith against Tenant and in favor of Lessor in an amicable action of ejectment for the Leased Premises, with all the conditions, fees, releases, waivers or stay of execution and waiver of exemption to accompany said confession of judgment for said sum or sums due; and authorizes the entry of such action, confession of judgment therein and the immediate issuing of a writ of possession with clause of execution for the amount of such judgment and costs, without notice re-enter and expel Tenant from the Leased Premises and also any person holding under it and in each case, this Lease or a true copy thereof shall be a sufficient warrant of any person.

(4) All rights and remedies of a Lessor under this Lease shall be cumulative and none shall exclude any other right to remedy at law. Such right and remedies may be exercised and enforced concurrently and whenever and as often as occasion thereof arises.

10. SUBORDINATION

This Lease shall be subject and subordinate at all times to the lien or any mortgage or encumbrances, which may now or which may at any time hereafter be made a lien upon the building of which the Leased Premises are a part or upon Lessor's interest therein. Tenant shall execute and deliver such further instrument or instruments subordinating this lease to the lien or any such mortgage or encumbrance as shall be desired by any mortgage or party secured or proposed mortgagee or party proposed to be secured; and Tenant hereby appoints Lessor the attorney-in-fact of Tenant, irrevocably, to execute and deliver any such instrument or instruments for Tenant.

11. SIGNS.

All signage shall be erected solely by Lessor and shall follow a standardized format for all Tenants in Lessor's building.

12. SURRENDER.

A. Tenant covenants and agrees to deliver up and

surrender to Lessor possession of the Leased Premises upon expiration of this Lease, or its earlier termination as may be herein provided, broom clean and in as good condition and relief as the same shall be at the commencement of the term of this Lease or may have been put by lessor during the continuance ordinary wear and tear and damage.

B. Lessor shall also have the right to enter upon the Leased Premises for a period commencing one hundred twenty (20) days prior to the termination of this Lease for the purpose of exhibiting the same to prospective tenants or purchaser. Any entry upon the premises for the purpose of exhibiting the same shall not interfere with the normal business operation of the Tenant.

C. Tenant shall, at the expense of Tenant, remove all property of Tenant and all fixtures, alterations, and improvements as to which Lessor shall have made the demand as provided in Paragraphs 6 and 8 hereof, repair all damages to the Leased Premises caused by such removal and restore the Leased Premises to the condition in which they were prior to the installation of the articles so removed and as to which Lessor shall have not made such demand, shall be deemed to have been abandoned by Tenant and may be retained or disposed of by Lessor as Tenant shall desire. This obligation of Tenant to observe or perform this covenant shall survive the expiration or termination of the term of this Lease.

13. WAIVER OF DEFAULT.

Acceptance by Lessor of part payment on any installment of rent by Tenant shall not constitute an accord and satisfaction as to the rental obligation of Tenant. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of their rights hereunder. No waiver by either party of any time, express or implied, or any breach of any provision of this Lease shall be deemed a waiver of a breach of any provision of this or a consent to any subsequent breach of the same or any other or provision.

14. HOLDING OVER

If Tenant shall not immediately surrender possession of the Leased Premises at the termination of this Lease, Tenant shall become a Tenant from month to month, provided rent shall be paid to and accepted by Lessor, in advance, at twice the rate of basic Rent payable hereunder just prior to the termination of this Lease; but unless and until Lessor shall accept such double rent from Tenant, Lessor shall continue to be entitled to retake or recover possession of the Leased Premises as heretofore provided in

case of default on the part of Tenant, and Tenant shall be liable to Lessor for any loss or damage it may sustain by reason of Tenant's failure to surrender possession of the Leased Premises immediately upon the expiration of the term of this Lease.

15. REIMBURSEMENT.

All terms, covenants and conditions herein contained, to be performed by Tenant shall be performed at its sole expense, and if Lessor shall pay any sum of money to do any act which required the payment of money, by reason of the failure, neglect or refusal of Tenant to perform such term, covenant or condition, the sum of money to be paid to Lessor shall be payable by Tenant to Lessor with the next succeeding installment of rent.

16. ASSIGNMENT AND SUBLEASE

Tenant shall not assign, sub-let, transfer, mortgage, or encumber this Lease.

17. INSURANCE.

Lessor shall not be liable to Tenant or to any other person for any damage to any person or property caused by an act, omission or neglect of any employee, agent, customer or visitor of Tenant. Tenant agrees to indemnify and hold Lessor harmless from any such liability. In addition, Tenant shall, during the term of this Lease, maintain comprehensive public liability insurance, with limits of not less than \$500,000.00 for bodily injury, death and property damage, which insurance shall protect Lessor and Tenant against liability for any accident, injury or damage on the Premises or the property.

18. PROVISIONS BINDING.

Except as herein otherwise provided, the terms and provisions hereof shall be binding upon and shall inure to the a benefit of the heirs, executors, administrators, successors and permitted assigns, receptively, of Lessor and Tenant. The reference contained to successors and assigns of Tenant is not intended to constitute a consent to assignment by Lessor, but has reference only to those instances in which Lessor may have given written consent to a particular assignment.

19. GOVERNING LAW.

This Lease shall be construed and governed by the laws of the State of Ohio. Should any provision of the Lease and/or its conditions be illegal or not enforceable under the laws of said State, it or they shall be considered

severable, and the Lease and its conditions shall be binding upon the Parties though the said provisions had never been included.

IN WITNESS HEREOF, and intending to be legally bound hereby, the parties have set their hands and seals to this _____ day of _____, 2000.

FOR: DAYTON/MIAMI VALLEY ENTREPRENEURS CENTER, INC.

BY _____
Barbara A. Hayde, President

COUNTY OF MONTGOMERY SS:

Before me a Notary Public in and for said County and State, personally appeared Dayton/Miami Valley Entrepreneurs Center, Inc. by BARBARA A. HAYDE, its President, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of her personally as such officer.

In Testimony Whereof, I have hereunto set my hand and official seal at Dayton, Ohio this ____ of _____, 2000.

NOTARY PUBLIC

Lessor
FOR: YOUR COMPANY, INC.

BY _____

Tenant

Print Name and Title

COUNTY OF MONTGOMERY SS:

Before me a Notary Public in and for said County and State, personally appeared _____ by _____, its President, who acknowledged that ___ did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of _____ personally as such officer.

In Testimony Whereof, I have hereunto set my hand and official seal at Dayton, Ohio this ____ of _____, 2000.

NOTARY PUBLIC