Supplement Agreement

A certain lease dated October 15, 2004, and subsequently amended as a First Amendment dated January 18, 2010, by and between 33 West First Partners, Ltd., as Landlord and Alan Scherr Associates LLC as Tenant for Suite 400 at a building know as 33 W. First St., Dayton, OH 45402, is herein further amended to reflect the expansion to additional basement storage.

Now therefore, in consideration of the foregoing premise, of mutual and respective obligations, covenants and undertakings of both the Landlord and Tenant as set forth below and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, both Landlord and Tenant, intending to be legally bound hereby, agree as follows:

1. Additional storage space in basement as defined by enclosured shown to tenant by Roy Russell, maintenance supervisor at Gem Real Estate Group to Tenant. All other terms and conditions of the original lease remain in full force and effect.
2. Additional rent for the storage space will be $25.00 per month on a month by month basis until terminated by either party beginning July 1, 2011.

WITNESSES:

Sherie W. Simpson

LANDLORD:
33 West First Partners, Ltd.

By: Bruce Lucius

Dated: 6-9-11

TENANT:
Allan Scherr Associates, LLC

By: Alan Scherr

Dated: 6/8/11

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 8 day of JUNE, 2011, by Allan Scherr, Member of Allan Scherr Associates, LLC, an Ohio limited liability company, on behalf of the limited liability company.

MARILYN HARDYMAN Notary Public
In and for the State of Ohio
My Commission Expires 10/31/14

Marilyn Hardyman
Notary Public

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 9th day of June, 2011, by Bruce Lucius, Vice President of Gem Real Estate Group Inc, agent for 33 West First Partners, Ltd., an Ohio limited liability company, on behalf of the limited liability company.

Sheri W. Simpson
Notary Public

NOTARY PUBLIC
STATE OF OHIO

SHERI W. SIMPSON, Notary Public
In and for the State of Ohio
My Commission Expires July 24, 2013

SUPPLEMENTAL AGREEMENT
AND FIRST AMENDMENT TO LEASE

This first Amendment to Lease (this "Amendment") dated this 18th day of January, 2010 by and between 33 West First Partners, Ltd., an Ohio Limited Liability Company, hereinafter called the "Landlord" and Alan Scherr Associates, LLC, hereinafter called the "Tenant" is hereby incorporated into and made a part of that certain Lease dated October 15, 2004 as follows:

WITNESSETH:

By Lease dated October 15, 2004 and ending November 30, 2009 has leased approximately 2,645 square feet of space in Suite 440 at 33 West First Street, Dayton, Ohio and:

Now, therefore, in consideration of the foregoing premise, of mutual and respective obligations, covenants and undertakings of both Landlord and Tenant as set forth below and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, both Landlord and Tenant, intending to be legally bound hereby, agree as follows:

1. Tenant wished to extend its lease as amended for a period of five years (60 months) from December 1, 2009 thru November 30, 2014.
2. The new rental rate, which will become effective December 1, 2009, will be at $10.50 psf or $2,314.38 per month for the first year with a 3% rate increase each year for the remaining four years of this lease.
3. There will be one-five year renewal period offered with rates to be determined at the time of renewal.
4. The rate for the basement storage area of approximately 99 rsf will be at $3.40 psf or $28.05 per month. This rate will remain the same for the length of this lease renewal.
5. This space is being renewed in its current condition.
6. CPI increases are no longer a part of this lease.
7. Tenant will have the right of first refusal on the space known as Suite 450 with approximately 1,376 rsf. Tenant will be in a position to enter into a lease on this Suite on or about July 1, 2010.
8. All other terms and conditions of the current lease will remain in effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Lease as of the day and date first written above.

WITNESSES:

Michelle Campbell

Marilyn Tadey

LANDLORD:
33 West First Partners, Ltd.

By: Charles A. Borgert, Agent
Gem Real Estate Group

TENANT:
Allan Scherr Associates, LLC

By: [illegible]

Its: 1/2/10

OFFICE LEASE

Alan Scherr Associates, LLC.

Tenant

AND

33 West First Partners, LTD.

Landlord

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Exhibit A - Rules and Regulations
Exhibit B - Renewal Option and Expansion Option
Exhibit C - Storage Space
Exhibit D - Second Floor - Floor Plan
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LEASE

THIS LEASE, made the 15th day of October, 2004, between 33 West First Partners, Ltd., an Ohio Limited Liability Company, having its principal office in Dayton, Ohio, hereinafter called the "Landlord" and Alan Scherr Associates, LLC., having its principal office in Dayton, Ohio, hereinafter called the "Tenant."

Paragraph 1. PREMISES. The Landlord hereby leases to the Tenant; and the Tenant hereby hires and takes from the Landlord the following described premises which are graphically depicted on Exhibit D hereto (hereinafter called the "Premises"), being 2645 square feet located on the Fourth floor ("Initial Space"). The Initial Space shall be made available to Tenant on the commencement date of the term. Tenant accepts the Premises "as is" in its current condition. Landlord also agrees to provide storage space to Tenant in accordance with the provisions of Exhibit C hereto.

Paragraph 2. USE. The Tenant may use and occupy the Premises solely for a commercial business office and for no other purpose. The Tenant shall, at its sole cost, obtain all governmental licenses and permits required by the laws for the Tenant's permitted uses.

Paragraph 3. RESTRICTIONS ON USE. (a) The Tenant shall not use the Premises or permit the Premises to be used in any manner which: (i) violates any current or future law, including any certificate of occupancy or any covenant, condition or restriction affecting the Building, the land thereunder or the Premises; (ii) causes or is reasonably likely to cause damage to the Building or the Premises; (iii) violates a requirement or condition of any insurance policy covering the Building and/or the Premises, or increases the cost of such policy; (iv) constitutes or is reasonably likely to constitute a nuisance, annoyance or inconvenience to other Tenants or occupants of the Building or interferes with the use and occupancy of any portion of the Building for other Tenants or occupants; (v) impairs or is reasonably likely to impair the property maintenance, operation or repair of the Building or its equipment, facilities or systems; (vi) interferes with, or is reasonably likely to interfere with, the transmission or reception of microwave, television, radio, telephone or other communication signals by antennae or other facilities located on, in and about the Building; or (vii) violates the Rules and Regulations described in Exhibit A.

(b) The Tenant shall not use or permit the use of the Premises for governmental or quasi-governmental functions; any type of political or quasi-political organization or function; any manner of political activity; retail banking; food service, or a medical or dental practice.

Paragraph 4. TERM. The term of this Lease (herein called the "term") shall be for a period of five (5) years one and one-half months (1-1/2) to commence on October 15, 2004, and to end on November 30, 2009, unless extended as provided in Exhibit B, attached hereto. Any such extension period shall be a part of the term.

Paragraph 5. RENT. (a) The Tenant shall pay the annual rent (herein called the "rent") in accordance with the Exhibit E attached payable in monthly installments, in advance, each on the first day of every calendar month during the term; except the rent for the first month of the term which is due upon signing. The last monthly installment payment shall include rent for the last calendar month plus rent for the remaining days to the end of the term. Rent for any period of less than one month shall equal 1/30 of the monthly rent for each day of such period.

(b) The Tenant will pay the rent and additional rent without deduction, set off or demand to 33 West First Partners, Ltd. ATTN.: Property Manager, 33 West First Street; Dayton, Ohio, 45402, or to such other person or at such other place as the Landlord may designate in writing. Checks for the payment of rent and additional rent shall be made payable to 33 West First Partners, Ltd. No payment by the Tenant or receipt by the Landlord of a lesser amount than the correct amount of rent or additional rent due hereunder shall be deemed to be other than a payment on account; nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction. The Landlord may accept such check or payment without prejudice to the Landlord's right to recover the balance or pursue any other remedy provided in this Lease or at law or in equity.

Paragraph 6. INCREASE OR DECREASE OF BASE RENT. (a) The rent described in Paragraph 5 (and in any extension or renewal provision) shall be increased or decreased, as the case may be, for each Comparison Year by the Tenant's pro rata share, which is the ratio that the rentable area of the Premises bears to the total rentable area of the Building, of any increase or decrease for such Comparison Year in the amounts of Real Estate Taxes and Operating Expenses over or below the amounts thereof for the Base Year. If the Building is not fully assessed for tax purposes for the Base Year or a Comparison Year because for tax purposes it is not considered fully completed, the Real Estate Taxes for the Base Year or Comparison Year, as the case may be, shall be adjusted by the Landlord to such figure as the Landlord in its reasonable discretion determines would reflect the Real Estate Taxes as if the Building were fully completed and fully assessed for tax purposes.

(b) For the purpose of this Paragraph:

(1) The words "Base Year" means the year 2004.

(2) The words "Comparison Year" mean each calendar year subsequent to the Base Year.

(3) The words "Real Estate Taxes" mean all taxes and assessments, special or otherwise, levied upon or with respect to the Building and the land upon which it is located, or either of them, imposed by federal, state or local governments, (but shall not include income, franchise, capital stock, estate or inheritance taxes unless the Landlord equitably determines that such taxes are in lieu of Real Estate Taxes), and use or occupancy, excise and other taxes (other than general income taxes) on rent and other income from the Building, (computed, in case of a graduated tax, as if the Landlord's income from the Building were the Landlord's sole taxable income), and any substitutions for Real Estate Taxes, and amounts in the year paid for reasonable fees for consultants and attorneys and all other costs incurred by the Landlord in seeking to obtain a reduction of: or a limit on the increase of any Real Estate Taxes, regardless of whether any reduction or limitation is obtained. The words Real Estate Taxes for the Base Year or for any Comparison Year means Real Estate Taxes paid or falling due during the Base Year or such Comparison Year. In the case of special taxes and assessments payable in installments, only the amount of each installment due and payable during a calendar year shall be included in Real Estate Taxes for that year.

(4) The words "Operating Expenses" mean those expenses incurred during the Base Year or a Comparison Year in respect of the operation and maintenance of the Building in accordance with accepted principles of sound management and accounting practices applied to the ownership, management, operation, maintenance and repair of first class office buildings in the Central Business District of Dayton, Ohio, including the cost of any improvements, capital expenditures, repairs or replacements to the Building, or any equipment or machinery used in connection with the Building, in each case if any such item is required by the law (or reasonable interpretations thereof); provided, however, that any such costs which are properly charged to a capital account shall not be payable in a single year, but shall instead be amortized over their useful lives, as determined by the Landlord in accordance with generally accepted accounting principles and practices, and only the annual amortization

amount (prorated based on the number of days of the term in the calendar year) shall be payable by the Tenant with respect to any calendar year. Operating Expenses shall also include premiums for insurance carried by the Landlord and personal property taxes in connection with property used in the maintenance and operation of the Building, plus those additional expenses which the Landlord reasonably determines it would have so incurred during such year had the Building been 100% occupied and full services had been provided in all areas. If the Landlord shall eliminate the payment of any wages or other labor costs, costs of supplies, costs of subcontract services, or other management costs, as a result of the installation of labor saving material or devices, (whether or not categorized as capital improvements) or by any other means, or if the Landlord shall, through installation during the term of energy saving material or devices, (whether or not categorized as capital improvements) effect savings in energy or other utility costs, then in computing Operating Expenses the corresponding item or items of such wages or other costs saved, or the utility cost saving differential, shall be deducted from Base Year Operating Expenses. The cost of these materials or devices, plus interest at the annual rate of one and one-half percent (1.5%) above the prime interest rate quoted by the Wall Street Journal, from time to time, may be amortized over a reasonable period of time as determined by the Landlord in accordance with accepted principals of sound management and accounting practices and included as an item of Operating Expenses; provided, that such amortized cost plus interest in any Comparison Year shall not exceed in that Comparison Year the savings generated by the material or devices. Operating Expenses shall not include expenses for repairs or other work occasioned by fire or other insured casualty to the extent of the insurance proceeds collected by the Landlord; expenses incurred in leasing or procuring new Tenants such as lease commissions, advertising expenses and expenses of renovating space for new Tenants; legal expenses in enforcing the provisions of any lease; interest or amortization payments on any mortgage or mortgages; rental under any ground or underlying lease or leases; wages, salaries or other compensation paid to any executive employees above the grade of building manager; wages, salaries or other compensation paid for clerks or attendants in concessions or newsstands operated by the Landlord, and expenses in connection with maintaining and operating any garage separately operated by the Landlord.

(c) If by reason of complaint against valuation, protest of tax rates, or otherwise, Real Estate Taxes for the Base Year or any Comparison Year are affected in such a way as would result in a rent increase or decrease hereunder, the Real Estate Taxes for the affected Base Year or Comparison Year shall be recalculated accordingly and the resulting increase or decrease in rent shall be paid simultaneously with or applied as a credit against the rent next becoming due. Any personal property taxes or any increase in Real Estate Taxes by reason of capital improvements, nonstandard or special installations, improvements or fixtures made to the Premises by or for the benefit of the Tenant shall be paid for by the Tenant.

(d) If the term shall end on a date other than a December 31st, the rent described in Paragraph 5 (and in any extension or renewal provision) as previously adjusted by this Paragraph, shall be increased or decreased, as the case may be, for the period commencing on the January 1st following the last full calendar year of the term and continuing to the end of the term, at the same rate as the rent for the Comparison Year immediately prior to such period is increased or decreased by reason of this Paragraph, and the adjustment for such period shall be made within twenty (20) days after the Landlord shall render its statement for the last monthly installment of the rent payable under this Lease, or if that is not reasonably feasible as soon thereafter as is reasonably feasible, and this obligation shall survive the end of the term.

(e) Statements of the amount of the Tenant's pro rata share of increase or decrease in Real Estate Taxes and Operating Expenses shall be rendered by the Landlord to the Tenant as soon as reasonably feasible after the

first Comparison Year and each ensuing Comparison Year thereafter, except as otherwise provided in subparagraph (d) hereof with respect to any fractional period at the end of this Lease and except as hereinafter provided. Delay in computation of the increase or decrease in Real Estate Taxes and Operating Expenses shall not be deemed a default hereunder or a waiver of the Landlord's right to collect the increase or decrease in Real Estate Taxes and Operating Expenses. On the first day for the payment of rent under this Lease following the furnishing of a statement for a Comparison Year:

(1) The Tenant, in the event of an increase, shall pay the Landlord a sum equal to one-twelfth (1/12) of the Tenant's share of such increase multiplied by the number of months then elapsed commencing with January 1st of the preceding calendar year and, in advance, one-twelfth (1/12) of such share in respect of the then current month; and correspondingly, in the case of a decrease, the Tenant shall be entitled to a credit against the rent next becoming due of a sum equal to one-twelfth of the Tenant's share of such decrease multiplied by the number of months then elapsed commencing January 1st of the preceding calendar year.

(2) Thereafter, until the next Comparison Year statement shall be rendered, the monthly installments of rent payable under this Lease shall be increased or decreased, as the case may be, by an amount equal to one-twelfth (1/12) of the Tenant's share of such increase or decrease. The Landlord may, in its sole discretion, make a reasonable estimate of the Tenant's share of anticipated increases in Real Estate Taxes and Operating Expenses in the first Comparison Year and require the Tenant to pay each month during the first Comparison Year one-twelfth (1/12) of such estimated amount at the time of payment of monthly installments of rent, subject to adjustment as herein above provided. Any payment, refund, or credit shall be made without prejudice to any right of the Tenant to dispute or of the Landlord to correct any item or items in such statements pursuant to subparagraph (f) hereof. Notwithstanding anything to the contrary herein above provided, the monthly rent shall never be decreased by operation of this Paragraph below the monthly rent described in Paragraph 5 (or in any extension or renewal provision).

(f) If the Tenant shall dispute in writing any specific item or items included by the Landlord in determining Operating Expenses or the additional expenses which would have been incurred had the Building been 100% occupied or the amount of any Real Estate Taxes, and such dispute is not amicably settled between the Landlord and the Tenant within thirty (30) days after statements therefor have been rendered, either party may during the thirty (30) days next following the expiration of the first mentioned thirty (30) days refer the disputed item or items to Deloitte & Touche or another national independent certified public accounting firm selected by the Landlord for decision, and the decision of such accounting firm shall be final, conclusive and binding upon the Landlord and the Tenant. In no event shall the Tenant be entitled to withhold, deduct or offset any monetary obligation of the Tenant to the Landlord under this Lease pending the completion of and regardless of the results of any review of records under this Paragraph. The right of the Tenant under this Paragraph may only be exercised once for any single statement rendered pursuant to subparagraph (e), and if the Tenant fails to meet any of the conditions herein required as a prerequisite to the exercise of such right, the right of the Tenant under this Paragraph for a particular statement or corrected version of a statement shall be deemed waived. Any adjustment required by the decision of the independent certified public accounting firm shall be made within thirty (30) days after the decision has been rendered. The expenses involved in such determination shall be borne by the party against whom a decision is rendered by the accounting firm or, if more than one item is disputed, the expenses shall be apportioned according to the number of items decided against each party. If the Tenant shall not dispute any item or items of any such statement within ninety (90) days after a statement has been rendered, the Tenant shall be deemed to have approved such statement. The Landlord shall have the right, for a period of twenty-four (24) months after the rendering of any statement, (or for a longer period, if reasonably required in order to

ascertain the facts as to any change in Real Estate Taxes or in any Operating Expenses), to send corrected statements to the Tenant; and any rent adjustments required thereby shall be made within thirty (30) days thereafter. This provision shall survive the expiration or earlier termination of the term.

(g) The Landlord shall keep and make available to the Tenant at the business office of the Landlord where such records are stored, for a period of sixty (60) days after statements are rendered as provided in this Paragraph, records in reasonable detail of the payment of Real Estate Taxes and Operating Expenses for the period covered by such statement or statements, and shall permit a certified public accountant retained by or employee of the Tenant to examine and audit such of the Landlord's records as may be reasonably required to verify such statements, at reasonable times during business hours.

Paragraph 7. CARE OF PREMISES. (a) The Tenant will take good care of the Premises and the Building fixtures and appurtenances located within the Premises, and all alterations, additions and improvements to the Premises; will repair all damage to the same resulting from negligence or willful acts or omissions of the Tenant, or its employees, agents, contractors, or invitees; will suffer no waste or injury; will execute and comply with all federal, state and local laws, rules, orders, statutes, directives, ordinances and regulations (collectively herein called the "laws"), at any time issued or enforced by any lawful authority, applicable to the Tenant's use, manner of use or occupancy of the Premises; and will repair, at or before the end of the term, all injury done by the installation or removal of furniture and property; or

(b) at any time, whether voluntarily or pursuant to governmental requirements, the Landlord may, at its cost, make repairs and improvements in or to the Building or any part thereof, including the Premises. The Landlord will always provide reasonable alternative access (unless in an emergency) but may close entrances, doors, corridors, elevators or other facilities, without any liability to the Tenant by reason of interference, inconvenience, or annoyance. The Landlord shall not be liable to the Tenant for any expense, injury, loss or damage resulting from work done in or upon, or the use of; any adjacent or nearby building, land, street or alley and in no event shall rent or other monetary obligations hereunder of Tenant be suspended, reduced, abated or otherwise affected.

Paragraph 8. ASSIGNMENT, SUBLETTING & RECAPTURE. (a) Without the prior written consent of the Landlord, whose consent will not be unreasonably withheld, in each case, the Tenant shall not, whether voluntarily or by operation of law, assign, encumber or otherwise transfer this Lease or any interest herein, or sublet the Premises or any part thereof, or permit the Premises to be occupied by anyone other than the Tenant, Tenant's employees or the employees of any affiliated company or entity. For purposes of this Lease, an assignment shall include any transfer of any interest in this Lease or the Premises by the Tenant pursuant to a merger, division, consolidation or liquidation, or pursuant to change in ownership of the Tenant involving a transfer of voting control in the Tenant (whether by transfer of partnership interests, corporate stock or otherwise). If the Tenant desires to assign this Lease or any interest herein, or to sublet all or any part of the Premises, then at least sixty (60) days prior to the effective date of the proposed assignment or subletting, the Tenant shall submit to the Landlord in connection with the Tenant's request for Landlord's consent:

(1) A statement containing: (i) the name and address of the proposed assignee or subTenant; (ii) such financial and other information with respect to the proposed assignee or subTenant as the Landlord shall reasonably require; (iii) the type of use proposed for the Premises; and (iv) all of the principal terms of the proposed assignment or subletting; and

(2) All documentation then available relating to the proposed assignment or sublease (copies of final executed documentation to be furnished by the Tenant prior to its effective date).

(b) At any time within thirty (30) days after the Landlord's receipt of all (but not less than all) of the information and documents described above, the Landlord may, at its option by written notice to the Tenant, elect to:

(1) sublease the Premises or the portion thereof proposed to be sublet by the Tenant upon the same terms as those offered to the proposed subTenant;

(2) take an assignment of the Lease upon the same terms as those offered to the proposed assignee; or

(3) terminate this Lease in its entirety in the case of an assignment, or as to the portion of the Premises proposed to be sublet; with a proportionate adjustment in the rent and the Tenant's pro rata share if this Lease is terminated as to less than all of the Premises. If the Landlord does not exercise any of the options described in the preceding sentence then, during such thirty (30) day period, the Landlord shall either consent to or disapprove of the proposed assignment or subletting.

(c) The Landlord's consent shall not be unreasonably withheld; however, in addition to any other grounds for disapproval, the Landlord's consent shall be deemed reasonably withheld and conclusive if, in the Landlord's good faith judgment: (i) the proposed assignee or subTenant does not have the financial strength to perform its obligations under this Lease or any proposed sublease; (ii) the business and operations of the proposed assignee or subTenant are not of comparable quality to the business and operations being conducted by Tenant in the Building; (iii) the proposed assignee or subTenant intends to use any part of the Premises for a purpose not permitted under this Lease; (iv) either the proposed assignee or subTenant, or any person which directly or indirectly controls, is controlled by, or is under common control with the proposed assignee or subTenant, occupies space in the Building, or is negotiating with the Landlord to lease space in the Building; (v) the proposed assignee or subTenant is disreputable; or (vi) the use of the Premises or the Building by the proposed assignee or subTenant would, in Landlord's reasonable judgment, significantly increase the pedestrian traffic in and out of the Building, increase the utility or service requirements of the Landlord, or otherwise impact the common facilities or other Tenants in the Building, or would require alterations to the Building to comply with applicable laws.

(d) Any subletting or assignment hereunder shall not release or discharge the Tenant of or from any liability, whether past, present or future, under this Lease, and the Tenant shall continue to be fully liable hereunder and shall be liable to the Landlord for all costs incurred by the Landlord at the request of and for a subTenant or assignee. The subTenant or assignee shall agree to comply with and be bound by all of the provisions of this Lease with respect to the space sublet or assigned, and shall not assign the sublease or sublet the Premises or any part thereof; or allow any transfer thereof, or any lien upon the subTenant's interest, without the prior written consent of the Landlord. The Tenant shall deliver to the Landlord, promptly after execution, an originally signed counterpart of each such sublease or assignment and an agreement of compliance by each such subTenant or assignee in form reasonably acceptable to the Landlord.

(e) Any sale, assignment, mortgage, transfer, or subletting of this Lease or interest herein, which is not in compliance with the provisions of this Paragraph, shall be of no effect and void.

(f) The Landlord may assign this Lease and shall not be liable for obligations thereafter accruing hereunder provided the Landlord's assignee shall assume the Landlord's obligations hereunder accruing on or after the date of assumption.

(g) If the Landlord consents to an assignment of this Lease or sublease of any portion of the Premises, as a condition of the Landlord's consent (if Landlord so elects to consent) the Tenant shall pay to the Landlord as additional rent any attorneys' fees and expenses incurred by the Landlord in connection with each assignment or sublease plus fifty percent (50%) of all profit derived by the Tenant from each assignment or each sublease. For each assignment or sublease consented to by the Landlord, the Tenant shall furnish the Landlord with a sworn statement, certified by an independent certified public accountant, setting forth in detail the computation of profit (which computation shall be based upon generally accepted accounting principles and practices), and the Landlord or its representatives shall have access to the books, records and papers of the Tenant relevant to

such computation and the right to make copies thereof. Any rent in excess of that paid by the Tenant hereunder which is realized by reason of each assignment or sublease shall be deemed an item of such profit. If a part of the consideration for such assignment or sublease shall be payable other than in cash, the payment to the Landlord shall be payable in accordance with the foregoing percentage of the cash and other non-cash considerations and in such form as is satisfactory to the Landlord. Such percentage of the Tenant's profits shall be paid to the Landlord promptly by the Tenant upon the Tenant's receipt from time to time of periodic payments from each assignee or subTenant or at such other time as the Tenant shall realize its profits from each assignment or sublease. If such sublease or assignment is part of a larger transaction in which other assets of the Tenant are being transferred, the consideration for the assignment or sublease shall be the fair market value of such assignment or the fair market rental for such sublease, as reasonably determined by the Landlord.

(h) The Landlord's consent to any assignment or subletting shall not relieve the Tenant, or any person claiming through or by the Tenant, of the obligation to obtain the consent of the Landlord to any further assignment or subletting. If there is an assignment or subletting, the Landlord may collect rent from the assignee or the subTenant without waiving any rights hereunder, and collection of the rent from a person other than the Tenant shall not be deemed a waiver of any of the Landlord's rights under this Paragraph, an acceptance of the assignee or subTenant as the Tenant, or a release of the Tenant from the performance of the Tenant's obligations under this Lease.

Paragraph 9. ALTERATIONS. (a) The Tenant shall not make or permit anyone to make any alterations in or additions to the Premises (herein collectively called "improvements") or install any equipment of any kind that will require any improvements to the water, heating, air conditioning or electrical or other Building systems or equipment, without the Landlord's advance written consent in each instance. The Landlord's decision to refuse such consent shall be in its reasonable discretion. If the Landlord consents to the Tenant's request to make improvements, before commencing the work or delivering any materials into the Building, the Tenant shall furnish the Landlord with plans and specifications therefor, names and addresses of proposed contractors who will perform the work, copies of contracts, necessary permits, waivers of lien, and indemnification against claims, costs, damages, liabilities and expenses, each in form and amount satisfactory to the Landlord. All improvements shall be installed in a good, workmanlike manner and only new, high grade materials which are in accordance with the Building's standards shall be used. Whether the Tenant furnishes the Landlord the foregoing or not, the Tenant hereby agrees to indemnify and hold the Landlord harmless from and defend it against any and all claims, costs, damages, liabilities and expenses of every kind and description which may arise out of or be connected in any way with these improvements or the installation thereof. Before commencing any work in the Premises, the Tenant shall furnish the Landlord with certificates of insurance from all contractors performing labor or furnishing materials, insuring the Landlord against any and all claims, costs, damages, liabilities and expenses which may arise out of or be connected in any way with these improvements or the installation thereof.

(b) For the initial Tenant improvements the Tenant shall pay from its allowance the cost of all of its improvements and also the cost of decorating the Premises occasioned by them. All improvements shall comply with all insurance requirements and with all applicable laws. -The Tenant shall permit the Landlord to supervise construction of these improvements and decorations. There will be no allowance provided by Landlord for any Tenant's initial improvements.

(c) Upon completing any improvements the Tenant shall furnish the Landlord with contractors' affidavits and full and final waivers of lien and receipted bills covering all labor and materials expended and used.

(d) The privilege herein granted to the Tenant to make improvements to the Premises is conditioned upon the Tenant's contractors, workmen and employees working in harmony and not interfering with the workmen, employees and contractors of the Landlord or of any other Tenant. All hardware and non-trade fixtures and all improvements, temporary or permanent, in or upon the Premises, whether placed there by the Landlord

or the Tenant shall, unless the Landlord requests their removal, become the Landlord's property at the end of the term and shall remain upon the Premises at the end of the term, however ended, without compensation, allowance or credit to the Tenant

(e) The Landlord may require the Tenant to remove improvements [including equipment requiring improvements as aforesaid in subparagraph (a)], hardware and non-trade fixtures at the end of the term, however ended, installed by the Tenant before or after the start of the term. The Tenant shall remove the same at the end of the term and the Tenant shall repair all damage to the Premises caused thereby; except that the Tenant shall not be required to remove Building standard items as described in the Landlord's standard form of work letter in use at the time of execution of this Lease or remove pipes and wires concealed in the floors, walls, or ceilings, provided that the Tenant properly cuts and caps the same and seals them off in a safe, lawful, and workmanlike manner. If, after the Landlord's request, the Tenant does not remove items it is required hereunder to remove at to the end of the term, the Landlord may remove the same and repair all damage caused thereby. The Tenant shall pay to the Landlord upon demand as additional rent the cost of such removal and repair of all damage and such obligation shall survive the end of the term.

(f) The Tenant shall remove the Tenant's furniture, machinery, safe or safes, trade fixtures, cafeteria equipment, and other items of personal property of every kind and description from the Premises prior to the end of the term, however ended, and repair all damage to the Premises caused thereby. If not so removed, the Landlord may request their removal, and if the Tenant does not remove them, the Landlord may do so. The Tenant shall pay the Landlord upon demand as additional rent the cost of such removal and repair of all damage and such obligation shall survive the end of the term. If the Landlord does not request their removal, or removal of selected improvements, all such items shall be conclusively presumed to have been conveyed by the Tenant to the Landlord under this Lease as a bill of sale without compensation, allowance or credit by the Landlord to the Tenant.

Paragraph 10. SIGNS. The Tenant shall not permit or suffer any signs, logos, symbols, advertisements or notices to be displayed, inscribed upon or affixed on any part of the outside of the Premises, or in any other part of the Building, or on the street adjacent to the Building. The Tenant's name shall be affixed to the directory board to be provided by the Landlord and on the entrance doors of the Premises and/or next to the entrance doors to the Premises, but only in such size, color, manner and style that are lawful and approved by the Landlord.

Paragraph 11. SERVICES AND UTILITIES. The Landlord (a) shall provide:

(1) Janitor Services in and about the Premises, Saturdays, Sundays and holidays recognized by the Landlord excepted. The Tenant shall not provide any additional or alternative janitor service without the Landlord's written consent. If the Landlord consents, such janitor service shall be at the Tenant's sole cost and responsibility and subject to the Landlord's supervision to be paid for by the Tenant. The Tenant shall not provide any janitor service in the Premises except through a janitor contractor or employees satisfactory to the Landlord, to be determined by the Landlord in its sole judgment.

(2) Heat and Air Conditioning daily from 7:00 am. to 7:00 p.m., Saturdays from 8:00 a.m. to 6:00 p.m., Sundays and holidays recognized by the Landlord excepted, whenever heat or air conditioning shall, in the Landlord's reasonable judgment, be required for the comfortable occupation and use of the Premises. Whenever heat generating machines or equipment or lighting fixtures other than Building standard lighting fixtures are used in the Premises and affect the temperature otherwise maintained by the Building air conditioning system, the Landlord may install supplementary air conditioning units in or for the benefit of the Premises, and the cost of installation, operation and maintenance thereof shall be paid by the Tenant to the Landlord upon billing by the Landlord as additional rent.

(3) Water from municipal mains for drinking, lavatory and toilet purposes, drawn through

fixtures installed by the Landlord or by the Tenant with the Landlord's written consent The Tenant shall pay, at rates fixed by the Landlord, for water used for supplementary air conditioning or refrigeration installed by or for the Tenant, or for any purpose other than drinking, kitchenette, lavatory and toilet purposes.

(4) Adequate Passenger Elevator Service in common with other Tenants at all times, and Freight Elevator Service in common with other Tenants, daily from 9:00 a.m. until 5:00 p.m., Saturdays, Sundays, and holidays recognized by the Landlord excepted, subject to scheduling by the Landlord. Freight elevator service at other times and elevators with attendants shall be optional and, if provided, shall never be deemed a continuing obligation of the Landlord.

(5) Electricity for Building standard lighting fixtures and for the Tenant's incidental uses, 24 hours per day, 7 days per week. With respect to such incidental uses, electricity will be furnished in the Premises by the Landlord for all customary and normal office equipment, hardware, communications devices and ancillary equipment necessary to the operations of the Tenant without extra charge provided that (1) the connected electrical load of the incidental use equipment does not exceed an average of three watts per square foot of the Premises; (2) the electricity so furnished for incidental uses will be at nominal 120 volt single phase and that no electrical circuit for the supply of such incidental use will have a current capacity exceeding 15 amperes and (3) such incidental electricity will be used only for equipment and accessories normal to office usage such as typewriters, calculating machines personal computers, printers, video display terminals, and other standard machines. If the Tenant's requirements for electricity are in excess of those set forth in the preceding sentence, including electricity for machines such as electronic data processing equipment or for special lighting fixtures, the Tenant shall pay the Landlord upon billing for the cost of such excess electricity as additional rent. If Tenants' use changes, the Landlord reserves the right to require the Tenant to procure any excess requirements at the Tenant's expense by arrangement with the local utility furnishing electricity to the Building. The Tenant shall also pay the Landlord as additional rent for the cost of installing any additional risers or other facilities that may be necessary to furnish or measure such excess electricity to the Premises.

(b) The Landlord does not warrant that any of the services listed above will be free of or from interruption caused by war, insurrection, civil commotion, riots, acts of God or the enemy or of Government action, repairs, renewals, improvements, strikes, lockouts, or picketing, whether legal or illegal, accidents, inability of the Landlord to obtain fuel or supplies, or any other cause or causes beyond the Landlord's reasonable control. Any such interruption of service shall never be deemed an eviction or disturbance of the Tenant's use and possession of the Premises or any part thereof, or render the Landlord liable to the Tenant for damages, or relieve the Tenant from performance of the Tenant's obligations under this Lease.

(c) Notwithstanding anything to the contrary in this Paragraph or elsewhere in this Lease, the Landlord shall have the right to institute policies, programs and measures as may be necessary or desirable, in the Landlord's reasonable discretion, for the conservation and/or preservation of energy or energy-related services, or as may be required to comply with any applicable laws.

Paragraph 12. NOTICE. Any notice, request, communication or demand under this Lease shall be in writing and shall be considered properly delivered when addressed as hereinafter provided, given or served personally or by registered or certified mail (return receipt requested) and deposited in the United States general or branch post office. Any notice, request, communication or demand by the Landlord to the Tenant shall be addressed to the Tenant at the Premises (or, prior to the date the Tenant first occupies any portion of the Premises, at the address of the Tenant set forth in Paragraph 5 of this Lease) until otherwise directed in writing by the Tenant. Any notice, request, communication or demand by the Tenant to the Landlord shall be addressed to the Landlord at the Building, until otherwise directed in writing by the Landlord. Rejection or other refusal to accept a notice,

request, communication or demand or the inability to deliver the same because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, communication or demand sent.

Paragraph 13. LANDLORD'S TITLE. The Landlord's title is and always shall be paramount to the Tenant's interest in this Lease, and nothing herein contained shall empower the Tenant to do any act which shall encumber the Landlord's title.

Paragraph 14. CERTAIN RIGHTS RESERVED TO LANDLORD. (a) The Landlord reserves the following rights to be exercised in the Landlord's sole discretion:

(1) To change the name or street address of the Building without notice to the Tenant or liability of the Landlord to the Tenant.

(2) To install and maintain a sign or signs on the exterior of the Building.

(3) During the last ninety (90) days of the term, if during or prior to that time the Tenant vacates the Premises, to decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy.

(4) To constantly have pass keys to the Premises for emergency use only.

(5) To grant to anyone the exclusive right to conduct any other particular business or undertaking in the Building.

(6) To exhibit the Premises to others upon reasonable notice and only during normal business hours if tenant has not renewed lease or has vacated premises.

(7) To take any and all measures, including inspections, repairs and improvements of and to the Premises or elsewhere in the Building, as may be necessary or desirable for the safety, protection or preservation of the Premises and other parts of the Building or the Landlord's interests therein, or as may be necessary or desirable in the operation of the Building.

(8) To approve the weight, size and location of safes, vaults, vertical files and other heavy equipment and articles in and about the Premises and elsewhere in the Building so as not to exceed the legal live load per square foot designated by the structural engineers for the Building, and to require all such items and furniture and similar items to be moved into or out of the Building only at such times and in such manner as the Landlord shall direct in writing. The Tenant shall not install or operate machinery or any mechanical devices of a nature not directly related to the Tenant's ordinary use of the Premises without the prior written consent of the Landlord. Movement of the Tenant's property into or out of the Building and within the Building is entirely at the Tenant's risk and responsibility and the Landlord reserves the right to require permits dictated by law before allowing any property to be moved into or out of the Building.

(9) To establish controls for the purpose of regulating all property and packages, both personal and otherwise, to be moved into or out of the Building, and all persons using the Building after normal office hours.

(10)To regulate delivery and service of supplies and the usage of the loading docks, receiving areas and freight elevators.

(b) The Landlord may enter the Premises and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of the Tenant's use or possession and without being liable in any manner to the Tenant.

Paragraph 15. DEFAULT UNDER OTHER LEASES. If the term of any lease made by the Tenant for any space in the Building, other than this Lease, shall be terminated or terminable after the making of this Lease because of any default by the Tenant under such other lease, such fact shall constitute a default under this Lease

Paragraph 16. WAIVER OF CLAIMS. (a) To the extent permitted by law, the Tenant hereby releases the Landlord and the Building property manager and their respective agents, invitees, contractors and employees, from, and waives all claims for injury (including death) to any person and damage to any property sustained by the Tenant or its agents, employees, contractors or invitees or any other occupant of the Building or Premises, excluding acts of gross negligence or willful misconduct by Landlord's property manager and agents, contractors, invitees or employees resulting from (i) the Building or Premises or any part of either or any equipment or appurtenance becoming out of repair, or (ii) any accident, assault or robbery in or about the Building, or (iii) directly or indirectly any act, omission or neglect of any Tenant or occupant of the Building or of any other person, including the Landlord and the property manager and their respective agents, contractors, invitees and employees. This Paragraph shall apply especially, but not exclusively, to the flooding of basements or other subsurface areas, and to damage caused by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noises, or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act, omission or neglect of the Landlord or the property manager or of other Tenants, occupants, or contractors in the Building or of any other person, and whether such damage be caused or results from any thing or circumstance above mentioned or referred to, or any other thing or circumstance whether of a like nature or of a wholly different nature. If any such damage, whether to the Premises or to the Building or any part thereof, or whether to the Landlord or the property manager, or to other Tenants in the Building, results from any act, omission or neglect of the Tenant or its agents, employees, contractors or invitees, the Landlord may, in its sole discretion, repair such damage and the Tenant shall, upon demand by the Landlord, reimburse the Landlord forthwith for the total reasonable cost of the repairs as additional rent. The Tenant shall not be liable for any damages caused by its act, omission or neglect to the extent the Landlord or a Tenant has recovered insurance proceeds therefor and the insurance company has waived in writing its rights of subrogation.

(b) As a material part of the consideration to the Landlord for this Lease, the Tenant hereby assumes all risk of assault or robbery and risk or damage to or loss, theft or misappropriation of property in, upon or about the Premises and Building (and any motor vehicles, if applicable) from any source and to whomever belonging, and the Tenant hereby waives all claims in respect thereof against the Landlord and the property manager and their respective agents, contractors, invitees or employees provided Landlord provides and maintains a reasonable level of security excluding acts of gross negligence or willful misconduct by Landlord's property manager and agents, contractors, invitees or employees.

Paragraph 17. HOLDING OVER. (a) If the Tenant remains in possession of the Premises or any part thereof after the end of the term, however ended, the Tenant shall pay the Landlord a rental at double the rate of the rent specified in this Lease for the time the Tenant remains in possession, and in addition thereto, shall pay the Landlord for all damages, whether consequential, special, incidental or otherwise, sustained by reason of the Tenant's retention of possession. If the Tenant remains in possession of the Premises, or any part thereof, after the end of the term, however ended, such holding over shall, at the election of the Landlord in its sole discretion, expressed in a notice to the Tenant and not otherwise, in lieu of double rent, constitute a renewal of this Lease for one month for the same rent and additional rent set forth in this Lease. The provisions of this Paragraph do not waive the Landlord's rights of reentry or any other rights hereunder or available at law or in equity.

(b) The word "possession" shall include continued occupancy of persons or of items that the Tenant is required by Paragraph 9 to remove but which continue to remain in the Premises beyond the end of the term.

Paragraph 18. RULES. The Tenant shall observe faithfully and comply strictly with the rules and regulations

attached to this Lease and made a part hereof as EXHIBIT A, and such other rules and regulations promulgated from time to time by the Landlord, which in the Landlord's sole judgment are necessary for the safety, care and cleanliness of the Building or for the preservation of good order therein. The Landlord will not be liable to the Tenant for violation of such rules and regulations by any other Tenant, or its employees, agents, invitees, or contractors.

Paragraph 19. SUBORDINATION. (a) This Lease shall be subordinate and subject at all times to all ground or underlying leases and to any mortgage or deed of trust covering the Premises or which at any time hereafter shall be made, and to all renewals, modifications, consolidations, or replacements thereof, and to all advances made, or hereafter to be made, upon the security of any such mortgage or deed of trust; provided, however, that subordination to any such mortgage or deed of trust is on the condition that the Tenant's occupancy shall not be disturbed as long as Tenant is not in default of any terms and conditions of this Lease. The Tenant shall execute instruments subordinating this Lease to any such mortgage or deed of trust as the Landlord shall request and agreeing to attorn to the mortgagor in the event such party forecloses or otherwise assumes the obligation of Landlord hereunder; provided any such mortgagee (or other secured party) agrees that Tenant's occupancy shall not be disturbed as long as Tenant is not in default of any of the terms and conditions of this Lease.

(b) If the Landlord commits any act or omission which would give the Tenant the right under this Lease to damages from the Landlord or the right to terminate this Lease, the Tenant agrees that it will not sue for such damages or terminate this Lease until (i) it shall have given written notice of the act or omission to the Landlord and to the holders(s) of the indebtedness or other obligations secured by any mortgage or deed of trust affecting the Premises or of any ground or underlying lease, if the name and address of such holder(s) have been furnished to the Tenant, and (ii) a reasonable period of time, in light both of the time required to effect a remedy and of the impact of the act or omission on the Tenant's business operations at the Premises, for remedying the act or omission has elapsed following the giving of the notice, during which time the Landlord and such holder(s), or either of them, and their agents or employees, will be entitled to enter upon the Premises and do whatever may be necessary to remedy the act or omission.

Paragraph 20. DEFAULT. All rights and remedies of the Landlord herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law or equity.

(a) The occurrence of any one or more of the following events shall constitute a default by the Tenant and a breach of this Lease:

(1) the Tenant fails to make a payment of rent or additional rent or any other monetary obligation as and when the same shall become due and payable hereunder and such failure shall continue for more than five business days after notice by the Landlord, or

(2) the Tenant fails to promptly and fully perform or observe any of the other provisions in this Lease to be performed or observed by the Tenant and the failure shall continue for more than twenty consecutive days after notice by the Landlord specifying the nature of such failure, or if the failure so specified shall be of such a nature that the same cannot be reasonably cured or remedied within said twenty day period, the Tenant shall not have commenced to cure or remedy the failure in good faith within such twenty day period and thereafter diligently proceeded to cure or remedy it, (unless the act or omission of the Tenant or occurrence involves a hazardous or emergency condition which shall be cured by Tenant forthwith upon the Landlord's demand) or

(3) the leasehold interest or property of the Tenant be levied upon under execution or be attached by process of law, or

(4) the Tenant fails to take possession of the Premises within fifteen consecutive days after the commencement of the term, or

(5) the Tenant discontinues the conduct of its business in the Premises for more than thirty consecutive days, or

(6) at any time prior to or during the term, the Tenant makes an assignment for the benefit of creditors, or a receiver is appointed for any property of the Tenant, or any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy law shall be filed by or against the Tenant, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Tenant insolvent or unable to pay the Tenant's debts, and in the case of any involuntary petition or proceeding, the petition or proceeding is not dismissed within thirty consecutive days from the date it is filed.

(b) If the Tenant defaults hereunder, and at any time thereafter,

(1) if the term shall not have commenced, the Landlord may cancel and terminate this Lease effective three days after notice to the Tenant, or

(2) if the term shall have commenced, the Landlord may serve upon the Tenant a notice that this Lease and the term will terminate on a date to be specified therein, (which shall not be less than five business days after the date the Landlord's notice is given), and upon the date so specified by the Landlord in its notice, this Lease and the then unexpired term shall terminate and come to an end as fully and completely as if the date specified in the Landlord's notice was the day herein definitely fixed for the end and expiration of this Lease and the term, and the Tenant shall then quit and surrender the Premises to the Landlord, but the Tenant shall remain liable as hereinafter set forth; provided, however, that if the Tenant shall fail to make timely payment of rent or additional rent, and such failure shall continue for two consecutive months, or if the Tenant shall fail to perform or comply with a provision of this Lease, including the timely payment of rent or additional rent, two or more times in any period of six months then, notwithstanding that each act or omission shall have been cured within the period after the giving of notices as herein provided, any further similar act or omission shall be deemed to be deliberate and the Landlord thereafter may serve the aforesaid notice of termination without affording to the Tenant a further opportunity to cure the default.

(c) Upon termination of this Lease by the Landlord as herein above provided, or if the Premises become vacated or deserted, the Landlord may, without notice, terminate all services and reenter the Premises either by force or otherwise, and by summary proceedings or otherwise, dispossess the Tenant and the legal representatives of the Tenant or any other occupant of the Premises, and remove all effects therefrom without being deemed in any manner guilty of trespass, eviction or forcible detainer, and hold the Premises as if this Lease had not been made.

(d) If the Tenant defaults as provided in this Paragraph, the Landlord shall have the right, without notice or demand to the Tenant (the Tenant hereby irrevocably waiving all notices and demands, statutory or otherwise, including any notice otherwise required in connection with any forcible entry and detainer action), to terminate this Lease, and the Tenant's right to possession of the Premises without terminating this Lease, in which event the Landlord shall be entitled to receive from the Tenant:

(1) the worth at the time of award of any unpaid rent which has been earned at the time of such termination or re-entry; plus

(2) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination or re-entry exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided; plus

(3) any other amount necessary to compensate the Landlord for all the detriment proximately caused by the Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

(4) at the Landlord's election, such other amounts in addition to or in lieu of the foregoing as

may be permitted from time to time by applicable law or in equity.

As used in subparagraphs (1) and (2) above, "worth at the time of award" shall mean the then highest lawful rate, but in no event to exceed 4% per annum, plus the rate established by the Federal Reserve Bank of New York on advances made to member banks under Sections of the Federal Reserve Act prevailing on the date of termination of this Lease or re-entry by the Landlord, as the case may be.

(e) Any and all property which may be removed from the Premises by the Landlord pursuant to the authority of this Lease or of the law, to which the Tenant has or may have an interest, may be handled, removed or stored by the Landlord at the Tenant's risk and cost, and the Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. The Tenant shall pay to the Landlord upon demand as additional rent any and all expenses incurred by the Landlord to remove and store such property so long as the same shall be in the Landlord's possession or under the Landlord's control. Any property of the Tenant which is not removed from the Premises or retaken from storage by the Tenant within thirty (30) days after the end of the term, however terminated, shall be presumed to have been conveyed by the Tenant to the Landlord under this Lease as a bill of sale without further payment or credit by the Landlord to the Tenant provided that Tenant shall have reasonable access to the Premises or storage to allow for such removal.

(f) The Tenant shall pay upon demand all costs and charges, including the fees of counsel, agents and others retained by the Landlord, incurred by the Landlord to enforce or carry out the Tenant's obligations hereunder or incurred by the Landlord in any litigation, negotiation or transaction in which the Tenant causes the Landlord, without the Landlord's fault, to become involved or concerned, plus interest from the date of payment at the annual rate of one and one-half percent (1.5%) above the prime interest rate published from time to time by the Wall Street Journal, which amount shall be deemed to be additional rent due and payable by the Tenant at once without notice or demand (but in no event, at a rate which is more than the highest rate which is at the time lawful in the State of Ohio).

(g) The Tenant hereby expressly waives the service of notice of intention to reenter or to institute legal proceedings to that end and waives any and all rights of redemption granted by or wider any present or future laws by reason of the Tenant being evicted or dispossessed for any cause, or by reason of the Landlord obtaining possession of the Premises because of the Tenant's violation of any of the provisions of this Lease or otherwise. The words "reenter", "enter" and "reentry" as used in this Lease are not restricted to their technical legal meaning.

(h) If the Tenant breaches any of the provisions of this Lease on its part to be performed hereunder, the Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if reentry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude the Landlord from pursuing any other remedy available at law or in equity.

(i) The delivery of keys to any agent or employee of the Landlord shall not be considered as a termination of this Lease or a surrender of the Premises.

(j) The Landlord and the Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters not relating to personal injury but otherwise arising out of or in any way connected with this Lease, the relationship of the Landlord and the Tenant, the Tenant's use or occupancy of the Premises, or any emergency statutory remedy. The Tenant further agrees that it shall not interpose any counterclaim in a summary proceeding or in any action based on nonpayment of rent, additional rent or any other payment required of the Tenant hereunder.

Paragraph 21. MECHANICS' LIENS. The Tenant shall not permit any mechanics' or materialmen's liens to be filed against the fee of the real property on which the Building is located nor against the Tenant's leasehold interest in the Premises. The Landlord shall have the right at all reasonable times to post and keep posted on the Premises any notices which it deems necessary for protection from such liens. If any mechanics' or materialmen's liens are so filed, the Landlord, at its election, may pay and satisfy the same in which event the sums so paid by

the Landlord, with interest from the date of payment at the annual rate of one and one-half percent (1.5%) above the prime interest rate published, from time to time, by the Wail Street Journal, shall be due and payable by the Tenant at once as additional rent without notice or demand.

Paragraph 22. EMINENT DOMAIN. (a) If the whole or substantial part of the Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease and the term shall forthwith cease and terminate on the date of the taking of possession by the condemning authority and the Landlord shall be entitled to receive the entire award without any payment to the Tenant, the Tenant hereby assigns to the Landlord the Tenant's interest in the award, if any, and the rent shall be apportioned as of such date.

(b) If any part of the Building shall be so condemned or taken and if the Landlord determines in its sole discretion that the Building should be restored in such a way as to materially alter the Premises, or that the Building should be demolished, the Landlord may terminate this Lease and the term in its sole discretion, without compensation to the Tenant, by notifying the Tenant of such termination within sixty (60) days following the date of the taking of possession by the condemning authority. This Lease and the term shall expire on the date specified in the notice of termination not less than sixty (60) days after the giving of such notice as fully and completely as if such date were the date herein before set for the expiration of the term, and the rent shall be apportioned as of such date.

(c) Notwithstanding the foregoing or anything contained herein to the contrary, the Tenant may terminate this Lease if over 25% of Tenant's square footage is so condemned or taken pursuant to this Paragraph 22, by providing written notice to Landlord of such termination and same shall take effect ninety (90) days from date of condemnation or taking.

Paragraph 23. CASUALTY. (a) If there is damage or destruction to the Premises during the term by fire, the elements, or casualty, the Landlord shall forthwith repair the same, provided such repairs, as determined by the Landlord in its sole discretion, can be made within one hundred twenty (120) days from the date of the damage or destruction as determined by the Landlord in its sole discretion. The damage or destruction shall in nowise annul or void this Lease, but the Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made. Such proportionate reduction shall be based upon the extent to which the Premises, or part thereof, is untenantable.

(b) If the Landlord determines in its sole discretion that such repairs to the Premises cannot be made within one hundred twenty (120) days from the date of the damage or destruction, the Landlord may, at its option to be exercised within sixty (60) days from the date of such damage or destruction, make the same as soon as possible thereafter, this Lease continuing in full force and effect and the rent to be proportionately reduced as provided in subparagraph (a) above. If the Landlord does not so elect to make such repairs which cannot be made within said one hundred twenty (120) day period, this Lease may be terminated at the option of either party.

(c) If the Building is damaged, this Lease shall continue in full force and effect, but the Landlord shall forthwith repair such damage; except that if the Building is severely damaged or destroyed as determined by the Landlord in its sole discretion, the Landlord, at its option to be exercised within sixty (60) days from the date of such damage or destruction, may terminate this Lease. The Tenant shall be entitled to a proportionate reduction of rent only if the Premises are untenantable as aforesaid and no such rent reduction shall be allowed by reason of inconvenience, annoyance or injury to the Tenant's business because of such damage or destruction, or the necessity of repairing any portion of the Building, or the making of such repairs, and the Landlord shall not be liable to the Tenant because of such inconvenience, annoyance or injury.

(d) Notwithstanding the foregoing or anything contained herein to the contrary, the Tenant may terminate this Lease if Tenant's square footage can not be repaired within one hundred (100) days from the occurrence of such casualty, by providing written notice to Landlord of such termination, within one hundred and

five (105) days from the occurrence of such casualty. Rental shall abate in the amount of the proportion of Tenant's square footage rendered unusable, until repaired and fully useable by Tenant. If over fifty percent (50%) of Tenant's square footage is rendered unusable, base rent shall abate until repairs are completed and Tenant's square footage is useable.

Paragraph 24. WAIVER OF SUBROGATION. Each party hereto releases the other and waives all claims for recovery from the other party for any loss or damage to any of its property in the amount of the insurance proceeds recovered under its respective property insurance policies.

Paragraph 25. INSURANCE. (a) The Tenant shall purchase and during the term maintain for the benefit of the Tenant, the Landlord and the property manager (as their respective interests may appear) insurance coverages on terms and with companies reasonably satisfactory to the Landlord. Initially, the Tenant shall maintain the following coverages in the following amounts with such increases in limits as the Landlord may from time to time reasonably request:

(1) Comprehensive Public Liability Insurance, naming the Tenant, the Landlord, the Landlord's lender and the Building property manager as additional insureds, covering any liability for bodily injury, personal injury (including death) and property damage arising out of the Tenant's operations, assumed liabilities or use of the Premises, for limits of liability not less than:

Bodily Injury Liability	$1,000,000 each occurrence and $1,000,000 annual aggregate
Personal Injury Liability	$1,000,000 each occurrence and $1,000,000 annual aggregate
Property Damage Liability	$1,000,000 each occurrence and $1,000,000 annual aggregate

(2) Property Damage Insurance covering all office furniture, trade fixtures, office equipment, merchandise and all other items of the Tenant's property located within the Premises. Such insurance shall be written on an "all risk" of physical loss or damage basis, for the full replacement cost of the covered items and in amounts that meet any coinsurance clause of the policies of insurance.

(3) If applicable, Host Liquor Liability Insurance, naming the Tenant, the Landlord and the Building property manager, covering any liability that might arise from the provision or use of alcoholic beverages by the Tenant within the Premises, which coverage shall be in an amount reasonably satisfactory to the Landlord from time to time in light of statutory limits.

(4) Business Interruption Insurance in such amounts as will reimburse the Tenant for direct or indirect loss of earnings attributable to perils insured against in this Paragraph.

(b) Prior to the commencement of the term, the Tenant shall furnish the Landlord with certificates evidencing the coverages required above. The certificates shall state that the coverage is primary and noncontributory and may not be changed or canceled without at least ten (10) days' prior written notice to the Landlord and the Tenant.

(c) The Tenant shall comply with all applicable laws, all orders and decrees of a court and all requirements of other governmental authorities and agencies and political subdivisions thereof, and shall not, directly or indirectly, make any use of the Premises which may thereby be prohibited or be dangerous to person or property or which may jeopardize any insurance coverage or may increase the cost of insurance or require additional insurance coverage. If by reason of the Tenant's failure to comply with the provisions of this Paragraph, any insurance coverage is jeopardized or insurance premiums are increased, the Landlord may in its sole discretion terminate this Lease, require the Tenant to make immediate payment of this increased insurance premium, or assure continued coverage by all commercially reasonable means available, including payment of premiums, in which event the Tenant shall reimburse the Landlord for all costs incurred therefor as additional rent.

Paragraph 26. CONDITION OF PREMISES. The Tenant's taking of possession of the Premises shall be conclusive evidence against the Tenant that the Premises were in good order and satisfactory condition when the Tenant took possession. No promise of the Landlord to alter, remodel or improve the Premises or the Building and no representations respecting the condition of the Premises or the Building or land under and adjacent to the Building have been made by the Landlord to the Tenant, unless the same are contained herein or made a part hereof. At the end of the term, by lapse of time or otherwise, the Tenant shall return the Premises as required by Paragraph 9 and in as good condition as when the Tenant took possession, ordinary wear and loss by fire or other casualty insured by the Landlord under valid fire and standard extended coverage insurance policies excepted. If the Tenant fails to comply with such obligation, the Landlord may restore the Premises as required by the provisions of this Lease and the Tenant shall pay the cost thereof as additional rent and this obligation shall survive the end of the term. The Tenant may remove any floor covering laid by the Tenant, provided (a) the Tenant also removes all nails, tacks, paper, glue, bases and other vestiges of the floor covering, and restores the floor surface to the condition existing before such floor covering was laid, or

(b) the Tenant pays to the Landlord, upon request, the cost of restoring the floor surface to such condition. If the Tenant, with the Landlord's consent, does not remove the Tenant's floor coverings from the Premises prior to the end of the term, the Tenant shall be conclusively presumed to have abandoned the same and title thereto shall thereby pass to the Landlord under this Lease as a bill of sale without payment or credit by the Landlord to the Tenant.

Paragraph 27. INDEMNITY. (a) The Tenant agrees to indemnify and save harmless the Landlord and the Building property manager (herein the "property manager") and their respective agents, invitees. contractors and employees from, and defend them against any and all claims by or on behalf of any person, firm or corporation, arising from

(1) the use, manner of use, or occupancy of the Premises by the Tenant, its agents, contractors, employees or invitees, or the conduct of the Tenant's business therein, or from any activity, work, or thing done, permitted or suffered by the Tenant, its agents, contractors, employees or invitees in or about the Premises (or any parking lot or structure, if used by them), and

(2) any breach or default in the performance or observance of any provision in this Lease on the Tenant's part to be performed or observed, and

(3) any act, omission or negligence of the Tenant, or any of its agents, contractors, employees or invitees. The Tenant shall also reimburse the Landlord for all counsel, consulting, expert and witness fees and other expenses the Landlord or the property manager incurs in connection with any such claim.

(b) Without limiting subparagraph (a), the indemnity, defense and reimbursement obligations of the Tenant shall cover any and all environmental damages which arise from:

(1) the handling of any Hazardous Materials (hereinafter defined in Paragraph 31), by the Tenant, its agents, invitees, contractors or employees, or

(2) the breach of any of the provisions of this Lease on the Tenant's part to be performed. For the purpose of this Lease, "environmental damages" shall mean and include: (i) all claims, judgments, damages (including punitive damages), penalties, fines, costs, liabilities (including strict liability), fees, disbursements, encumbrances, liens and losses, including diminution in the value of the Premises or any portion of the Building, damages for the loss of or restriction on use of rentable or usable space or of any amenity of the Premises or any portion of the Building, and from any adverse impact to the Landlord's marketing of space; (ii) all reasonable sums paid for claims and attorneys', witness', consultants' and

experts' fees; and (iii) all costs incurred by the Landlord in connection with investigation or remediation relating to the handling of the Tenant's Hazardous Materials, whether or not required by the Environmental Laws (hereinafter defined in Paragraph 31), necessary for the Landlord to make full economic use of the Premises or any portion of the Building, or otherwise required under this Lease.

The Tenant's obligations and liabilities pursuant to this Paragraph shall survive the expiration or earlier termination of this Lease. In case any action or proceeding be brought against the Landlord or the property manager or their respective agents, contractors, invitees or employees by reason of any such claim, upon notice from the Landlord, the Tenant covenants to resist or defend at the Tenant's expense such action or proceeding by counsel reasonably satisfactory to the Landlord.

Paragraph 28. POSSESSION. If the Landlord fails to deliver possession of the Premises on the date agreed upon for commencement of the term, the Landlord and the property manager and their respective agents, contractors, invitees and employees shall not be liable for any damage to anyone caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term be in anyway extended, but in such event the term shall begin when the Landlord does deliver possession of the Premises. The Tenant shall not be liable for any rent until the date the Landlord delivers such possession.

Paragraph 29. QUIET ENJOYMENT. The Landlord covenants and agrees that the Tenant on paying the rent including additional rent, and performing and observing the covenants on the Tenant's part to be performed and observed hereunder, shall and may peaceably and quietly hold and enjoy the Premises for the term, subject to the provisions of this Lease.

Paragraph 30. SUCCESSORS AND ASSIGNS. The terms, conditions, covenants and agreements in this Lease shall be binding on and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and distributees. Without limiting the foregoing, the Landlord shall be responsible for advising any future owner or interest holder of or in the Premises of this Lease and the terms and conditions hereof.

Paragraph 31. HAZARDOUS MATERIALS. (a) No Hazardous Materials shall be handled upon, about, above or beneath the Premises or any portion of the Building or the land thereunder or adjacent thereto by or on behalf of the Tenant, its subtenants or its assignees, or their respective contractors, employees, agents or invitees.

Any Hazardous Materials so handled shall be known as the "Tenant's Hazardous Materials"; except that the Tenant's Hazardous Materials shall not include normal quantities of Hazardous Materials customarily used in the conduct of general administrative and executive office activities (such as copier fluids and cleaning supplies) which may be used and stored at the Building without the Landlord's prior written consent, but only in compliance with all applicable Environmental Laws.

(b) In addition to the Tenant's obligation in Paragraph 27 above to indemnify the Landlord, the Tenant shall, at its sole cost, promptly take all actions required by any federal, state or local government agency or political subdivision, necessary for the Landlord to make full economic use of the Building or any portion of the Building, which requirements arise from the handling of the Tenant's Hazardous Materials upon, about, above or beneath the Premises or any portion of the Building and the land thereunder or adjacent thereto. Such actions shall include the investigation of the environmental condition of the Building and the land thereunder or adjacent thereto or any portion thereof, the preparation of any feasibility studies or reports and the performance of any cleanup, remedial, removal or restoration work. The Tenant shall take all actions necessary to restore the Building or any portion of the Building to the condition existing prior to the introduction of Tenant's Hazardous Materials, notwithstanding any less stringent standards or remediation allowable under applicable Environmental Laws. The Tenant shall nevertheless obtain the Landlord's written approval prior to undertaking any actions

required by this Paragraph, which approval shall not be unreasonably withheld so long as such actions will not, in the Landlord's reasonable opinion, have a material adverse long-term or short-term effect on the Premises or any portion of the Building or such land.

(c) The words "Environmental Laws" mean and include all existing and future statutes, ordinances, codes, regulations, rules, rulings, orders, decrees, directives, and other laws and policies and requirements by any federal, state or local governmental authority regulating relating to or imposing liability or standards of conduct concerning public health and safety or the environment.

(d) The words "Hazardous Materials" mean (1) any material or substance: (i) which is defined or becomes defined as "hazardous substance," "hazardous waste," "toxic substance," "infectious waste," "chemical mixture or substance," or "air pollutant" under the Environmental Laws; (ii) containing petroleum or its byproducts; (iii) containing polychlorinated biphenyl's; (iv) containing asbestos, radon, gas or urea formaldehyde foam insulation; (v) which is radioactive; or (2) any other pollutant or contaminant or hazardous, toxic, flammable or dangerous chemical, waste, material or substance, as all such terms are used in their broadest sense, and defined, regulated or become regulated by the Environmental Laws, or which cause a nuisance upon or waste to the Premises or any portion of the Building or the land thereunder or adjacent thereto.

(e) The words "handle," "handled," or "handling" each shall mean and include any installation, handling, generation, storage, treatment, use, disposal, discharge, release, manufacture, refinement, presence, migration, emission, abatement, removal, transportation, or any other activity of any type in connection with or involving Hazardous Materials.

Paragraph 32. LIMITATION ON LIABILITY. Anything herein to the contrary notwithstanding, it is expressly understood and agreed by and between the parties hereto that each and every representation, covenant, undertaking and agreement herein made on the part of the Landlord, while in form purporting to be a representation, covenant, undertaking and agreement of the Landlord, are, nevertheless, made and intended not as personal representations, covenants, undertakings and agreements by the Landlord or for the purpose or with the intention of binding the Landlord personally, but are made and intended for the purpose of binding only the Landlord's interest in the Building and for no other purpose whatsoever. In the event of a default by the Landlord, the Tenant shall look solely to the interest of the Landlord in the Building. No duty shall rest upon the Landlord to sequester the Building or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof. The Tenant shall have no recourse to the assets, tangible or intangible, of the Landlord excepting only the Landlord's interest in the Building. Without limitation, no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Landlord on account of this Lease or on account of any representation, covenant, undertaking or agreement of the Landlord in this Lease contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Tenant. The foregoing limitation on the Landlord's liability shall inure to and for the benefit of the Landlord and its successors and permitted assigns and their respective shareholders, officers, directors, partners, agents and employees.

Paragraph 33. ESTOPPEL CERTIFICATE. The Tenant agrees that, from time to time, the Tenant, or the Tenant's duly authorized representative having knowledge of the following facts, will deliver to the Landlord within a reasonable amount of time after receipt of written request from Landlord, a statement in writing certifying

(a) that this Lease is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that this Lease as modified is in full force and effect);

(b) the dates to which rent and other charges have been paid;

(c) that the Landlord is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; and

(d) such further matters as may be requested by the Landlord, it being intended that any such statement may be relied upon by any mortgagees or prospective mortgagees of the Landlord, or any prospective assignee of any mortgagees, or any prospective and/or subsequent purchaser or transferee of all or a part of Landlord's interest in the land and/or Building.

The Tenant shall execute and deliver whatever instruments may be required for such purposes, and if the Tenant fails so to do within ten (10) consecutive days after demand in writing the Tenant shall be considered in default under this Lease.

Paragraph 34. LEASING COMMISSION. The Tenant represents and warrants to the Landlord that the Tenant has dealt with no leasing agent in connection with this Lease, and agrees to indemnify and hold harmless the Landlord from and defend the Landlord against any and all claims or demands, damages, liabilities and expenses of any type or nature whatsoever arising by reason of the incorrectness or breach of the aforesaid representation and warranty. The Landlord shall pay and agrees to indemnify and hold harmless the Tenant from and defend the Tenant against any claim by the property manager for a commission arising out of the execution and delivery of this Lease.

Paragraph 35. MISCELLANEOUS. (a) No receipt of money by the Landlord from the Tenant after the termination of this Lease, service of any notice, commencement of any suit, or final judgment for possession of the Premises shall renew, reinstate, continue or extend the term or affect any such termination notice, demand, suit or judgment.

(b) No waiver of any default hereunder of the Tenant shall be implied from any omission by the Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in a written waiver and then only for the time and to the extent therein stated. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision and the invalid or unenforceable provision shall be deemed modified and restated to comply with law.

(c) The word "Tenant" wherever used in this Lease shall be construed to mean "Tenants" in all cases where there is more than one Tenant, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, firms or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

(d) Provisions inserted herein or affixed hereto shall not be valid unless appearing in the duplicate original hereof held by the Landlord.

(e) The headings of Paragraphs are for convenience only.

(f) Submission of this instrument for examination does not constitute a reservation of or option for the Premises. This instrument becomes effective as a lease upon execution thereof by both the Landlord and the Tenant and delivery of an executed counterpart to each other.

(g) All amounts (other than rent and escalation payments) owed by the Tenant to the Landlord hereunder shall be paid within ten (10) days from the date the Landlord renders statements of account therefor and all such amounts as well as rents and escalation payments shall bear interest from their respective due date until paid at the annual rate established elsewhere in this Lease and otherwise at one and one-half percent (1.5%) above the prime interest rate established, from time to time, by the largest commercial bank in Ohio. All such amounts other than rent shall be deemed additional rent.

(h) The Tenant may occupy the Premises prior to the commencement of the term with the Landlord's written consent, and in such case all of the provisions of this Lease shall be in full force and effect as soon as the Tenant occupies the Premises for any purpose except to install equipment wiring, fixtures and office furniture

with approval and coordination by the property manager, and the Tenant shall pay rent for the period prior to the stated commencement of the term at the rate per month set forth herein for the first month of the term when full monthly rent is due hereunder.

(i) No rights to any view or to light or air over any property, whether belonging to the Landlord or any other person, are granted to the Tenant by this Lease.

(j) All tights and remedies of the Landlord under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law or equity.

(k) The Landlord shall have the right to apply payments received from the Tenant pursuant to this Lease (regardless of the Tenant's designation of such payments) to satisfy any obligations of the Tenant hereunder, in such order and amounts as Landlord in its sole discretion may elect.

(l) Time is of the essence of this Lease and each of its provisions.

(m) This Lease shall be strictly construed neither against the Landlord or the Tenant; each provision hereof shall be deemed both a covenant and a condition running with the Land; except as otherwise expressly provided in this Lease and its Riders, Exhibits and other attachments, the singular includes the plural and the plural includes the singular; "or" is not exclusive; a reference to an agreement or other contract includes supplements and amendments thereto to the extent permitted by this Lease; a reference to any laws includes any amendment or supplement to such laws; a reference to a person or other entity includes its permitted successors and assigns; accounting provisions have the meanings assigned to them by generally accepted accounting principles applied on a consistent basis; the words "such as," "include," "includes" and "including" are not limiting; except as specifically agreed upon in this Lease, any right may be exercised at any time and from time to time and all obligations are continuing obligations throughout the term of this Lease, and in calculating any time period, the first day shall be excluded and the last day shall be included and all days are calendar days unless specified.

(n) This Lease shall be construed according to the laws of the State of Ohio.

Paragraph 36. RIGHT OF REFUSAL. In the event the 1,376 square feet space on the northeast corner of the fourth floor adjacent to the Initial Space in the Building becomes available for lease, Landlord shall notify Tenant of such availability and the rent which is being asked by Landlord from other tenants. Tenant shall have the right to bid on such additional space..

EXHIBITS A, B, C, D and E are attached hereto and made a part of this Lease.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representatives of the parties hereto as of the day and year first above written.

Witnesses:

Marilyn Hardyman

Print Name: Marilyn Hardyman

Pamela K Morter

Print Name: Pamela K Morter

Lauren K. Fisher

Print Name: Lauren K. Fisher

Sandra L Rawnsley

Print Name: Sandra L. Rawnsley

Alan Scherr Associates, LLC

By: _____

Alan Scherr

Title: President

33 West First Partners, Ltd.

By: _____

Vishal Soin

Title: Vice President

STATE OF OHIO }
COUNTY OF MONTGOMERY } ss.:

On this 8th day of November, 2004, before me, Alan Scherr a Notary Public in and for the County of Montgomery, State of Ohio, duly commissioned and sworn, personally appeared Mr. Alan Scherr, known to me to be the President, of Alan Scherr Associates, LLC, the company described in and that executed the foregoing instrument, and also known to me to be the person who executed the foregoing instrument on behalf of the partnership therein named, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Montgomery, State of Ohio, the day and year in this certificate first written above.

Pamela K. Morter
Notary Public

PAMELA K. MORTER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 04-03-08

STATE OF OHIO }
COUNTY OF MONTGOMERY } ss.:

On this 5th day of Jan., 2004 05, before me, Sandra L. Rawnsley a Notary Public in and for the County of Montgomery, State of Ohio, duly commissioned and sworn, personally appeared Vishal Soin, known to me to be the Vice President, of Soin International, the limited liability company described in and that executed the foregoing instrument, and also known to me to be the person who executed the foregoing instrument on behalf of the company therein named, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Montgomery, State of Ohio, the day and year in this certificate first written above.

Sandra L Rawnsley
Notary Public

NOTARIAL SEAL
STATE OF OHIO

SANDRA L. RAWNSLEY, Notary Public
In and for the State of Ohio
My Commission Expires Jan. 12, 2008

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12-31-98-1

EXHIBIT A
Attached to and made part of
Office Lease dated October 15, 2004
made between
33 WEST FIRST PARTNERS, LTD.
and
ALAN SCHERR ASSOCIATES, LLC.

RULES AND REGULATIONS

1. The sidewalks, halls, passages, elevators and stairways, exits, entrances, and other common areas shall not be obstructed by the Tenant or used for any purpose other than for ingress to and egress from the Premises. The halls, passages, exits, entrances, elevators, stairways, balconies and roof are not for the use of the general public, and the Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the sole judgment of the Landlord shall be prejudicial to the safety, character, reputation and interests of the Building and its Tenants. However, nothing stated above shall be construed to prevent such access to persons with whom the Tenant normally deals in the ordinary course of its business unless such persons are engaged in illegal activities. The Tenant and its employees shall not go upon the roof of the Building without the written consent of the Landlord.

2. The sashes, sash doors, windows, glass lights and any lights or skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. The toilet rooms, water and wash closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage, or damage, resulting from a violation of this rule, shall be borne by the Tenant who, or whose employees, agents, contractors, or visitors, shall have caused it.

3. If the Landlord, by a notice in writing to the Tenant, shall object to any curtain, blind, shade or screen except existing window treatments attached to, or hung in, or used in connection with, any window or door of the Premises, such use of such curtain, blind, shade or screen shall be forthwith discontinued by the Tenant. No awnings shall be permitted on any part of the Premises.

4. No safes or other objects heavier than the lift capacity of the freight elevators of the Building shall be brought into or installed in the Premises. The Tenant shall not place a load upon any floor of the Premises which exceed the load per square foot which such floor was designed to carry and which is allowed by law. The moving of safes shall occur only between such hours as may be designated by, and only upon previous notice, to the Building property manager, and the persons employed to move safes in or out of the Building must be acceptable to the Landlord. No freight, furniture or bulky matter of any description shall be received into the Building or carried into the elevators except during hours and in a manner approved by the Landlord.

5. The Tenant shall not use, keep, or permit to be used or kept in the Premises any foul or noxious gas or substance, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors, and/or vibrations, or permit or suffer the Premises to be occupied or used in a manner that, in the reasonable judgment of the Landlord, diminishes or threatens to diminish the quality or reputation of the Building as a first class office structure or is not in keeping with the reputation, integrity or standards of the Landlord, or interferes in any way with other Tenants or those having business therein. Nor shall any animals or birds (except as required for disabled persons) be kept in or about the Building. The Tenant shall not place or install any antennae, microwave or satellite dishes, or aerials or similar devices outside of or in the Premises.

6. The Tenant shall not use or keep in the Building any inflammables including kerosene, gasoline, naphtha and benzene, (except cleaning fluids in small quantities and when in containers approved by the Board of Underwriters), or explosives or any other articles of intrinsically dangerous nature, or use any method of heating other than that supplied by the Landlord.

7. If the Tenant desires telephone or other telecommunication connections, the Landlord will direct electricians as to where and how the wires are to be introduced. No boring or cutting for wires or otherwise shall be made without specific directions from the Landlord.

8. The Tenant, upon the termination of its tenancy, shall deliver to the Landlord all the keys of offices, rooms and toilet rooms which shall have been furnished to the Tenant or which the Tenant shall have had made and, in the event of loss of any keys so furnished, shall pay the Landlord therefor.

9. The Tenant shall not put down any floor covering in the Premises without the Landlord's prior approval of the floor covering and the manner and method of applying such floor covering.

10. On Saturdays, Sundays and holidays recognized by the Landlord and on other days between the hours of 6:00 P.M. and 8:00 A.M., access to the Building, or to the halls, corridors, elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access has an access badge supplied by the Landlord (or is accompanied by such a person) and is properly identified. The Landlord shall in no case be liable to anyone for damages for the admission to or exclusion from the Building of any person whom the Landlord has the right to exclude under this Rule 10 or Rule 1 above, or otherwise. In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of the Tenants or the Landlord and protection of property in the Building.

11. The Tenant assumes full responsibility for protecting its space from theft, robbery, assault and pilferage including keeping doors locked and windows and other means of entry to the Premises closed, provided Landlord provides and maintains a reasonable level of overall building security; excluding acts of gross negligence and or willful misconduct by the Landlords' property manager and agents, contractors, invitees, or employees.

12. The Tenant shall not alter any lock or install a new or additional lock or any bolt on any door of the Premises without prior written consent of the Landlord. If the Landlord shall give its consent, the Tenant shall in each case furnish the Landlord with a key for any such lock.

13. Without the Landlord's prior written consent, the Tenant shall not use the name of the Building (whether or not the Building is named or commonly known as "The Soin International Building" or the like) in its advertising or other publicity or on its stationery or other correspondence or otherwise, and shall not use pictures of the Building in advertising or publicity or otherwise.

14. The Tenant shall not make any room-to-room canvass to solicit business from other Tenants in the Building and shall not exhibit, sell or offer to sell, use, rent or exchange in or from the Premises unless ordinarily embraced within the Tenant's expressed use of the Premises specified in the Lease.

15. The Tenant shall not waste electricity, water, or air conditioning and agrees to cooperate fully with the Landlord to assure the most effective operation of the Building's heating and air conditioning, and shall not allow the adjustment (except by the Landlord's authorized Building personnel) of any controls other than room thermostats installed for the Tenant's use. The Tenant shall keep corridor doors closed and shall not open any windows except that if the air circulation shall not be in operation, windows which are operable may be opened with the Landlord's consent.

16. Prior to removing equipment, other than Tenant's PC's and office equipment, from the Building, the Tenant must submit a written list of such items and obtain approval thereof from the Building's property manager.

17. The Tenant shall be solely responsible for having a person present at the loading dock to receive all deliveries made to the Tenant at the loading dock and to deliver the same from the loading dock to the Premises; the Landlord has no responsibility or liability for receiving such deliveries. The Tenant shall not use hand trucks or vehicles (other than a wheelchair for an individual) in passenger elevators. Any hand trucks or vehicles permitted must be equipped with soft rubber tires and side guards.

18. Additional services requested by the Tenant shall be attended to only upon application to the Building's property manager and paid for based upon an hourly time and materials basis.

20. The Tenant shall not conduct any auction, fire, bankruptcy, going out of business, liquidation or similar sales in or about the Building.

21. When installing wire or cabling within the Building, the Tenant shall follow all applicable codes and the Landlord's reasonable telecommunication rules.

For purposes of these Rules and Regulations, the word "Tenant" shall include the Tenant and the Tenant's employees, agents, contractors and invitees.

EXHIBIT B
Attached to and made part of
Office Lease dated October 15, 2004
made between
33 WEST FIRST PARTNERS, LTD.
and
ALAN SCHERR ASSOCIATES, LLC.

RENEWAL OPTION AND EXPANSION OPTION

1. The Tenant is hereby granted the option to renew the term for all (but not less than all) of the Premises for two (2) periods of five (5) years each, subject to and upon provisions set forth in Exhibit B.

2. The renewal term shall commence at the expiration of the then present term of this Lease.

3. The Landlord shall, not sooner than the ninetieth (90th) day or later than the sixtieth (60) day prior to the expiration of the initial term or any renewal term, deliver to the Tenant written notice of the renewal rent (as defined below) effective at the beginning of the upcoming renewal term. Failure of Landlord to deliver such notice shall not constitute a waiver of Tenant's obligations under Section 4 hereof nor have any effect on the rental amount as described in Exhibit E attached hereto, subject to increases described in Section 5 of the Lease.

4. The Tenant shall give Landlord written notice of exercise of its renewal option no later than the later of:

(1) fifteen (15) days after Landlord's notice to Tenant of the Landlord's rent estimate, or

(2) thirty (30) days prior to the expiration of the then current term, time being of the essence and timely notice being an express condition of valid exercise of a renewal option.

5. The renewal of the term shall be upon all of the provisions of this Lease, except (a) the rent during the renewal term shall be the renewal rent.

(b) The Premises shall be accepted by the Tenant "as is" and in its existing condition at the time a renewal term commences, and the Landlord shall not be obligated to make any leasehold improvements or contribute funds therefor.

6. The Tenant may not assign its rights under this Exhibit, except in connection with an assignment of the Lease permitted by Paragraph 8 of this Lease.

7. If the Tenant fails duly and timely to exercise its option for a renewal term hereunder, the Tenant's option for that renewal option shall thereupon automatically terminate and expire.

8. If at the time the Tenant exercises its option to renew or at any time thereafter until commencement of the renewal term the Tenant shall be in default in the performance of its obligations under this Lease beyond the periods given to cure such default as set forth in Paragraph 20 of this Lease, the Tenant's exercise of a renewal option hereunder shall become void and unenforceable.

EXHIBIT C
Attached to and made part of
Office Lease dated October 15, 2004
made between
33 WEST FIRST PARTNERS, LTD.
and
ALAN SCHERR ASSOCIATES, LLC.

STORAGE SPACE

1. Commencing as of the commencement date of the term and continuing thereafter during the term, the Landlord agrees to provide to the Tenant the opportunity to lease and the Tenant, if accepted, agrees to pay for storage space in an area designated by the Landlord in the storage area of the Building, consisting of up to 1,000 square feet (the "Storage Space"). The Landlord may from time to time relocate the Storage Space upon thirty (30) days written notice to the Tenant.

2. The Tenant acknowledges that the Storage Space may be delivered to the Tenant with demising walls, one lockable entry, and lighting providing approximately fifty (50) foot candles of illumination throughout the Storage Space, and that the Landlord shall have no further obligations with respect to the improvement of the Storage Space. Subject to this Section 2, the Tenant accepts the. Storage Space in its "as is" condition on the commencement date of the term therefor.

3. The Tenant agrees to pay the sum of Three Dollars ($3.00) per square foot of area in the Storage Space, payable in equal monthly installments in advance on or before the first day of each month during the term. An annual increase of Ten Cents (.10) per square foot will be added each year after the first year of storage. From and after the end of each of the one (1) year terms, the rent for the Storage Space, expressed as a monthly charge, may be changed by the Landlord not more than once during any calendar year to reflect any changes in costs reflected in the Consumer Price Index by giving not less than thirty (30) days advance written notice thereof to the Tenant. If the Tenant objects to the revised rent for the Storage Space as established by the Landlord it may, by written notice to the Landlord, cancel this Storage Space lease effective upon the adjustment date, provided such written notice of cancellation is given to the Landlord within fifteen (15) days after receipt by the Tenant of the notice of the rent escalation by the Landlord.

   Rental Summary:

October 15, 2004 - November 30, 2005	$3.00
December 1, 2005 - November 30,.2006	$3.10
December 1, 2006 - November 30, 2007	$3.20
December 1, 2007 - November 30, 2008	$3.30
December 1, 2008 - November 30, 2009	$3.40

4. The Storage Space may be used for self-service storage only. The Landlord shall have no obligation:
(a) To provide HVAC or any utility service to the Storage Space other than the lighting specified in Section 2 above.
(b) To provide to the Storage Space any other services or fulfill with respect to the Storage Space any other obligations under this Lease except as specifically provided in this Exhibit. If the Tenant installs any HVAC or other equipment, the Tenant shall be solely responsible for maintaining the same and, at the Landlord's request, removing the same at the end of the term as required by Paragraph 9 of this Lease. The Tenant shall, at its sole cost, replace and pay for all replacement lighting bulbs, tubes, ballasts and starters required for the Storage Space and shall provide its own janitorial services and any other services including heating, ventilation and air conditioning, necessary for the Tenant's use of and operation in the Storage Space.

5. Failure of either party to comply with its obligations wider this Exhibit shall constitute a specific default under this Lease. If any breach of this Lease by the Tenant continues beyond the applicable grace period, the Landlord may, in addition to all other remedies, terminate Tenant's access to Storage Space.

6. To the extent permitted by law, the Landlord and its property manager and their respective agents, contractors, invitees, and employees shall not be liable for loss or damage to any personal property stored by the Tenant or others in the Building, including the Storage Space, whether caused by fire, theft, misappropriation, water or any other cause whatsoever. Paragraphs 16, 25(a) (1) and (ii), 25(c), 27 and 32 of this Lease shall apply to the Storage Space, use and manner of use thereof and property stored therein, and the Tenant hereby agrees to indemnify the Landlord and the property manager from and defend them against all claims made against either of them for any loss or damage to any personal property from any cause excepting only the Landlord's or property manager's intentional misconduct.

7. If the Storage Space shall be damaged by fire or other casualty rendering it unusable by the Tenant, or if all or any part of the Storage Space is taken by eminent domain proceedings, the tights and remedies of the Landlord or the Tenant shall be determined pursuant to Paragraphs 22 and 23 of this Lease; provided, however, that notwithstanding anything to the contrary in this Lease, the Tenant shall in no event have the right to terminate this Lease even if this Storage Space agreement is terminated by reason of damage by fire or other casualty to the Storage Space or any taking of the Storage Space by eminent domain or for any other reason.

8. The Tenant covenants not to suffer any waste or damage or disfigurement or injury to the Storage Space or access ways thereto, and the Tenant specifically covenants not to store in the Storage Space any Hazardous Materials or store any other materials which in the Landlord's reasonable judgment are likely to result in higher premiums for the casualty or liability insurance carried by the Landlord. The Tenant agrees to comply with all applicable laws relating to its use and manner of use of the Storage Space. The Tenant's use is subject to the environmental agreements set forth in Paragraphs 27 and 31 of this Lease.

9. The Landlord reserves the following rights with respect to use of such Storage Space, exercisable without notice and without liability to the Tenant and without effecting an eviction, constructive or actual, or disturbance of the Tenant's use or possession under this Lease, or giving rise to any claim for setoff or abatement of rent by the Tenant under this Lease: (a) To retain at all times and to use in appropriate instances keys to all doors within and into the Storage Space. No locks shall be changed without the prior written consent of the Landlord. This provision shall not apply to the Tenant's safes or other areas maintained by the Tenant for the safety and security of monies, securities, negotiable instruments or like items, or areas containing proprietary items or information.

(b) To make repairs or improvements, whether structural or otherwise, in and about the Building, or any part thereof, and for such purposes to enter upon the Storage Space and, during the continuation of any work, to temporarily close doors, entryways, public spaces and corridors in the Building and to interrupt or temporarily suspend services and facilities without liability, cost or abatement of the fee charged for the Storage Space.

(c) To enter the Storage Space in a lawful manner for any other lawful purpose.

10. If keys are supplied by the Landlord to the Tenant in connection with the rights granted herein, the Tenant shall surrender such keys to the Landlord upon expiration or earlier termination of the term of this Storage Space agreement. Upon such expiration or earlier termination, the Tenant shall immediately vacate the Storage Space, remove all of its property therefrom and leave the Storage Space in the same condition as the Storage Space was in at the beginning of the term therefor, reasonable wear and tear excepted. Any personal property remaining in the Storage Space after the end of the term shall be subject to the provisions of Paragraph 9 of this Lease.

11. The Storage Space is not part of the Premises unless expressly stated to the contrary in this Exhibit. Neither the relationship between the parties which is established by this Storage Space agreement nor the storage of any personal property hereunder shall constitute a bailment or create the relationship of bailor and bailee.

EXHIBIT D
Attached to and made part of
Office Lease dated October 15, 2004
made between
33 WEST FIRST PARTNERS, LTD.
and
ALAN SCHERR ASSOCIATES, LLC.

FOURTH FLOOR - FLOOR PLAN

EXHIBIT E
Attached to and made part of
Office Lease dated October 15, 2004
made between
33 WEST FIRST PARTNERS, LTD.
and
ALAN SCHERR ASSOCIATES, LLC.

RENT SCHEDULE

Commencement Date: **October 15, 2004**

Initial Lease Period: **October 15, 2004 – November 30, 2009**

Period in Months:	Square Footage	Annual Rate	Base Rent
	Square Footage	Per Square Foot	Per Month
001 – 012	**2645**	**$12.00**	**$2,645.00**
013 – 024		**Prior Year + CPI Increase**	
024 – 036		**Prior Year + CPI Increase**	
037 – 048		**Prior Year + CPI Increase**	
049 – 060		**Prior Year + CPI Increase**	

*** After the first twelve (12) months of this lease, the rent shall increase by the CPI Index, but shall not exceed 3% per year.**

CPI RENT ADJUSTMENT. (a) Commencing on December 1, 2005 and on the first day of each and every Lease Year (as defined below) thereafter, Tenant shall pay Landlord as "Annual Base Rent for the Existing Premises" the greater of (i) the Annual Base Rent for the Existing Premises payable during the twelve (12) month period immediately preceding the Lease Year for which Annual Base Rent is being calculated or (ii) the CPI Adjusted Rent (as hereinafter defined), provided, however, in no event shall Annual Base Rent for the Existing Premises be increased more than 3 percent (3%) over the Annual Base Rent payable for the Existing Premises during the immediately preceding Lease Year. "Lease Year" shall mean each twelve (12) month period occurring during the lease term from and after December 1, 2004, and each subsequent Lease Year shall commence on the day immediately succeeding the last day of the preceding Lease Year. The "CPI Adjusted Rent" shall be the sum of the Annual Base Rent payable by Tenant under the Lease multiplied by the currently published Consumer Price Index (as hereinafter defined) for the month immediately preceding the Lease Year for which Annual Base Rent is being calculated. The parties expressly intend that the foregoing calculation shall be made for each Lease Year commencing with the first Lease Year.

(b) For purposes hereof, the term "CPI" or "Consumer Price Index" shall be the Consumer Price Index which is presently designated as the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers – All Items (1982-1984 equals 100) (All Areas). In the event the statistics are not available or that publication of the Consumer Price Index is modified or discontinued in its entirety, the adjustment provided for herein shall be made on the basis on an index chosen by Landlord as a comparable and recognized index of the purchasing power of the United States consumer dollar published by the U.S. Department of Labor or other government agency. In the event that the Consumer Price Index contemplated herein is not reported for the months required for the calculation set forth in this subparagraph, the parties agree to utilize the Consumer Price Index reported for the month(s) nearest preceding the months required for such calculation.

(c) In the event a Lease Year shall commence prior to a determination of the Annual Base Rent for the Existing Premises having been made in accordance with this Paragraph, then the Annual Base Rent for the Existing Premises to be paid by Tenant to Landlord until such determination has been made shall be the Annual Base Rent for the Existing Premises for the Lease Year immediately preceding the commencement of the new Lease Year. After such determination has been made for the Annual Base Rent for the Existing Premises during the application Lease Year, any deficiency in such Annual Base Rent due from Tenant to Landlord during such Lease Year shall be immediately paid. Annual Base Rent with respect to the Existing Premises shall be payable without demand in 12 equal monthly installments, each of such payments payable in advance on the first day of every month.