SPECIAL STIPULATIONS CONTINUED 2/01/11 (pg. 2 of 2)

LATE PAYMENTS: Should Tenant fail to pay when due any installment of rent or any other sum payable to Landlord under the terms of this lease then interest at a rate of 10% per annum shall accrue from and after the date on which any sum shall be payable, and such interest together with a late charge of 5% of the amount due shall be paid by Tenant to Landlord at the time of payment of the delinquent sum.

Tenant acknowledges that it has examined and inspected the leased premises and is familiar with the physical condition thereof. Tenant further acknowledges (1) that Landlord has not made and does not hereby make any representations regarding the physical condition of the premises and (2) that there are no warranties either expressed or implied, regarding the condition of the leased premises. Any warranties which may exist are hereby expressly released and waived. Accordingly, Tenant hereby agrees to accept the leased premises in its "as is " condition which shall be deemed to be acknowledged upon execution of this lease. Any physical improvements made by Tenant including but not limited to walls, doors, electrical wiring (including lighting fixtures which have been wired in), breakers, plumbing, doors, heating units etc, which are attached to the building may not be removed at the end of this lease without express written permission of Landlord. If permission is granted, premises must be returned to a safe usable state, or Tenant will bear responsibility and expenses incurred by Landlord to return space to a safe usable state. Tenant will return the studio to Landlord in a clean state.

As additional rent Tenant shall pay promptly, as and when the same becomes due and payable, all charges, all sewer rents and all charges for electricity, gas heat, hot or chilled water and other utilities supplied the leased premises, and a pro-rata portion of common area utility costs based on a square footage ratio. Tenant agrees to purchase same from Landlord at the applicable rates charged to Landlord by the utility company supplying same to Landlord. Heating or air conditioning systems in place are considered to be in working operation and must be maintained by the tenant in good working order, which may include cleaning, filters changed on a regular basis, etc.

If this studio is on a shared meter, the utility bill will be divided among *leasing* Tenants. This bill may be based on square footage ratios, Landlords estimation of Tenant use as it relates to others on the same meter, equal division, flat rate, or a combination of these. From time to time this rate may be adjusted, based on Landlords observation that Tenants use has varied from the expected amount. Charges will also be adjusted for use of electric space heaters, air-conditioning or equipment used by Tenant which draws more power as this appliance/equipment is not a consideration used in factoring the charge as set out in this lease. If a flat rate charge for utilities is established for this lease, the flat rate charge is based on information Tenant has given to Landlord about the nature of Tenants business. If it appears that Tenants bill runs higher than the average estimated, or that the nature of Tenants business changes, the bill will be adjusted, and an additional amount of utility deposit may be required. At Landlords option, Landlord may choose at sometime in the future to meter this suite, and the flat rate provision will no longer apply. Tenant may elect to separately meter this space at this own expense, but it must be done by using a licensed electrician that meets the approval of Landlord, and be to code.

Tenant shall bear all responsibility and cost for control and exhaust of any fumes or waste produced by Tenants use of premises. Tenant shall bear all responsibility and cost for control of sound produced by Tenants use of premises. If any complaints are received by Landlord, Tenant will take whatever steps necessary to rectify the problem upon Landlords request. These steps may include sound proofing or adjusting of Tenants schedule.

Animals in the building are at the discretion of landlord. Tenant will maintain control of animals, both sound and manners. Dogs are to be on leashes when outside of Tenants studio.

All Hall signage presented by and for Tenant or Tenant's studio must be "G" rated, including the hallway marquis placard for this suite.

Tenant is required to maintain in this studio appropriate type and number of fire extinguishers. Type: ABC Dry Chemical Fire Extinguisher

This lease is contingent upon verification and approval of lease application as submitted by Tenant. If Tenants residence address should change during the term of this lease, the new address and home phone number will be given to Landlord within 10 days of the change.

Tenant, if not in default, may seek to expand or relocate within the building to a space made available by a vacancy, however if the alternate location is made available due to a sublet of that space, or is a smaller space, Tenant will remain responsible to sublet his own space unless otherwise agreeable to Landlord.

If Tenant shall at any time be in default hereunder, and Landlord shall deem it necessary to engage attorneys to enforce Landlords rights hereunder, the determination of such necessity to be in the sole discretion of Landlord, Tenant will reimburse Landlord for the expenses incurred thereby, including but not limited to court costs and attorneys fees.

Rental per month payable in advance on the first day of each month.

Lease Effective date	
All rentals will be p	d without deduction of any claim of set off against rentals due
Months 1-24: \$	per month.

2-01-11 SPECIAL STIPULATIONS EXHIBIT A (page 1 of 2)

Concurrently with the execution of this lease, Tenant shall pay Landlord the first and last months rental in advance. Landlord may use, apply, or retain (without liability for interest) during the term, the whole or any part of the last months rental. Provided Tenant has complied with and is not in default of any of the terms of the lease, and Landlord has not applied said rental to past due rental, such last months rental shall be applied to the last month of the term.

Additional fees paid with the execution of this lease include a \$30.00 sign fee if Tennant chooses to use the hallway marquis placard for their suite. At the end of the lease, fee is refunded if placard and its glass have no damage. Tenant must use foam core or other mount for sign) During lease term, lost mailbox keys result in a fees assessed by the US Postal service (currently \$20.00), and Tenant must contact the Postal service directly at 770-565-8735 for replacement. Repairs from damage to Post Box by Tenants use will be payable by Tenant. Mail Service is subject to US Postal determination.

A security deposit of \$\frac{\\$400.00}{\}\$ is required for electrical service based on Tenants prediction of use. If air-conditioning or other high use equipment is installed by Tenant at a future time, an additional amount of deposit may be required at that time based on Tenants monthly bill. Utility charges will be billed monthly in arrears, payment is due within 10 days of the invoice date. Payment made later than 10 days from the invoice date shall be subject to a 10% late fee, payable together with the utility payment. Service is subject to disconnection by Landlord if outstanding balance exceeds 30 days from date of bill. Landlord will give Tenant 5 days notice to remedy the default prior to disconnection. Notice may be given by any one of the following methods: via mail, e-mail, in person, or by posting notice at Tenants suite address. All utility balances must be paid and an additional deposit may be required for power to be turned back on.

Tenant shall keep the leased premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures. Plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substances of any kind shall be thrown therein.

INSURANCE REQUIRED OF TENANT. Tenant shall obtain and provide on or before the earlier of the commencement of the term or Tenant's entering the Leased Premise for any purpose, keep in force at all times thereafter the following insurance coverage with respect to the Leased Premises: (a) comprehensive General Liability Insurance, with contractual liability endorsement relating to the leased premises and its appurtenances on an occurrence basis with a minimum single limit of three hundred thousand dollars (\$300,000), (b) such other insurance as may be carried on the Leased Premises and Tenant operation thereof, as may be determined by Landlord's insurance carrier or lender, as required of this Landlord.

Tenant agrees to indemnify and save harmless the Landlord against all damages to Tenant his agents, invitees, and to persons or property by reason of the use or occupancy of the leased premises or common areas, and all expenses incurred by Landlord because thereof, including attorneys' fees and court costs.

ADDITIONS AND ALTERATIONS: In the event Landlord shall in its discretion, hereafter determine during the term to erect additional structures, and stories to existing buildings, enlarge, reconfigure or reduce the center by addition(s) to the center of land and or buildings, then Tenant hereby consents thereto and to the performance of work necessary to effect the same and any inconvenience caused thereby, so long as said construction or improvements do not prohibit the Tenant's ordinary course of business.

BY TENANT: Subject to the <u>prior written</u> approval of Landlord, Tenant may from time to time (if Tenant shall not then be in default), at its own expense, alter, renovate or improve only the non-structural interior of the Leased Premises provided this same be performed in good and workmanlike manner, in accordance with accepted building practices and applicable laws, and so as not to weaken or impair the strength or lessen the value of the building in which the Leased Premises are located. Tenant must run sprinkler pendants into any ceilinged structures created by Tenant, or any structure which could obstruct the current sprinkler head in studio. <u>PAINTING</u> of walls/ceilings: <u>Warehouse Ceilings may NOT be painted</u>. Walls may be painted with light, neutral colors only. Dark colors MUST have Landlords permission, and an additional deposit may be required if allowed.

Tenant has use of all common hall areas, common area restrooms, common entrance and loading doors for ingress and egress. Tenant bears responsibility for clean-up when these areas are dirtied by Tenant or his agents. Landlord hereby expressly reserves the right from time to time, to establish, modify, and enforce reasonable rules and regulations, with respect to the common areas, the center itself, and the use to be made thereof. Tenant must operate its business inside the leased premises, and must do so in a high class and reputable manner; public and private nuisances are prohibited. The premises shall be kept in a clean, pleasant, sightly, sanitary and safe condition and free from loiterers.

If options for additional terms are made available in this agreement, they must be exercised in writing via certified mail not less than **ninety days prior to the expiration** of the then current lease .If , for any reason, Tenant remains in leased premises beyond lease agreement date, and no agreement has been signed, nor any option exercised, the rental rate will automatically increase to the amount made available by the option, or, not less than 6%, or a rate determined by Landlord, and this rate may be adjusted at any time by Landlord or Landlord may notify Tenant in writing with 30 days notice that Tenant must vacate premises.

If Tenant wishes to include artists from outside this center, to act as instructors, to exhibit, or during Artisan Resource Center group shows, they must be approved by Landlord. Use of the name Artisan Resource Center may be routinely used to indicate location, however permission must be obtained from Parkway Properties to use the name for any other purpose (including press releases, mailings, promo, Internet sites, etc.)