

APPENDIX B

Sample Provisions

1.0 LEASED PREMISES:

Landlord hereby rents and leases to Tenant and Tenant hereby hires and leases from Landlord, certain premises to be constructed that are described as Suite _____ as shown on the site plan and floor plan attached as Exhibit "A" attached hereto and incorporated herein (the "Leased Premises"). The Leased Premises shall consist of approximately Ten Thousand (10,000) rentable square feet of office space and Ten Thousand (10,000) rentable square feet of retail space that together will constitute approximately _____ percent (____%) (hereinafter "Tenant's Percentage") of the net rentable space in the approximately _____ (_____) square foot building to be constructed by Landlord and known as _____ (the "Building"), as depicted on the site plan attached hereto as Exhibit A. The Building and associated Common Areas (as that term is defined further below) will be located on certain property (the "Property") in the City of _____ more particularly described on Exhibit "B."

2.0 COMPLETION OF BUILDING; TERM:

2.1 Contingency for Site Plan and Building Permit. Landlord has started to obtain the municipal approvals necessary to complete construction of the Building. If Landlord fails to obtain site plan approval for the Building by _____, 2000, then, after written notice to Landlord and allowing 30 days for Landlord to cure such failure, Tenant shall be permitted to terminate this Lease without liability to Landlord. Once site plan approval is obtained, Landlord will diligently seek to obtain building permits within 90 days. If Landlord fails to obtain building permits for the Building by _____, 2001, then, after written notice to Landlord and allowing 15 days for Landlord to cure such failure, Tenant shall be permitted to terminate this Lease without Liability to Landlord and the first month rent deposited with Landlord by Tenant shall be returned immediately.

2.2 Landlord's Work. "Landlord's Work," as used herein, shall consist of completion of construction of the Building and the items set forth on Exhibit "C", in accordance with the and conceptual design drawings and specifications to be provided by Tenant in accordance with the procedure set forth on the attached Exhibit "D." The approved drawings and specifications shall constitute the "Plans and Specifications". The construction of the Leased Premises shall include (i) all utilities to the Leased Premises, including electric panels; (ii) roof top HVAC system, but excluding any distribution system; (iii) sprinkler mains, but excluding any distribution system; (iv) building standard bathrooms; and (v) building standard suite entries. _____, L.L.C. shall act as the general contractor for the construction of Landlord's Work and obtain competitive bids from subcontractors.

2.3 Lease Term. Subject to the terms, covenants, agreements and conditions contained herein, Tenant shall have and hold the Leased Premises for a term (the "Lease Term") which shall commence on the Commencement Date and shall continue thereafter for one hundred twenty (120) months after the Commencement Date. For purposes of this Lease, and notwithstanding anything herein to the contrary, the phrase "Commencement Date" shall mean the earlier of a) thirty (30) days following the Completion Date (as defined below), or b) the date Tenant opens for business in the Leased Premises. The parties agree to execute a separate instrument setting forth the Commencement Date upon the determination thereof in accordance with the terms and provisions of this Lease.

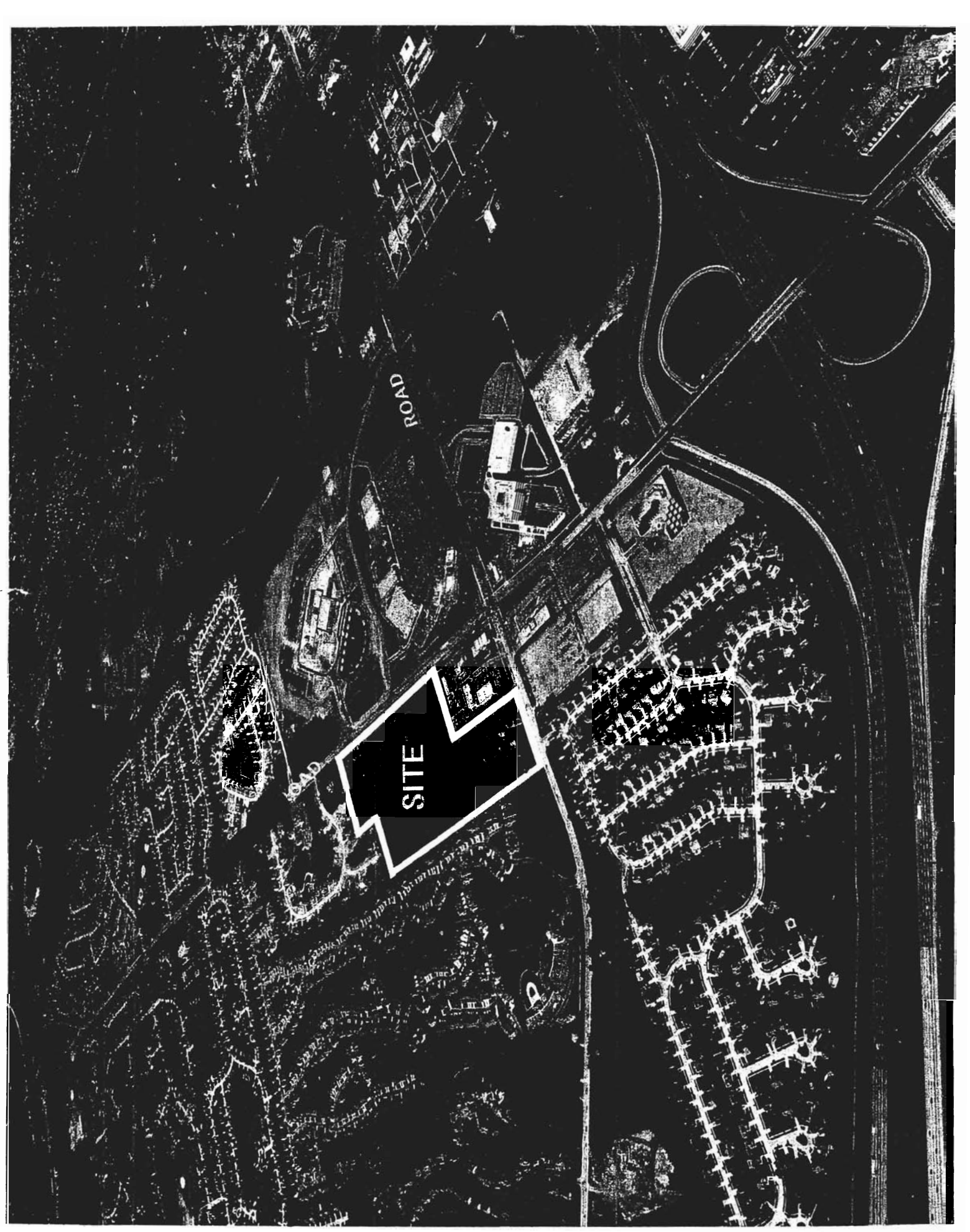
2.4 Schedule for Completion. For purposes of this Lease, the phrase "Completion Date" shall be that date on which Landlord's Work has been substantially completed (subject only to punch list items) and a

Certificate of Occupancy has been issued for the Leased Premises. Landlord shall notify Tenant within thirty (30) days prior to the date Landlord intends to deliver possession of the Leased Premises to Tenant, for the purpose of allowing Tenant to inspect the Leased Premises. Prior to such date, Tenant shall be entitled to perform reasonable inspections of Landlord's Work, provided Tenant does not interfere with same. Landlord shall use best efforts to cause the Completion Date to occur within ten months from the date that Landlord has obtained a building permit ("Expected Completion Date"). If the Leased Premises are not ready for occupancy with Landlord's Work complete on the Expected Completion Date, then Landlord shall provide a rental credit to Tenant for every day that tender of the Leased Premises in accordance with the requirements hereof is delayed past the Expected Completion Date. The rental credit shall be equal to: \$500.00 per day for each day of delay during the first thirty (30) days after the Expected Completion Date, then \$750.00 per day for the next 30 days thereafter, then \$1,000.00 thereafter.

2.5 In the event the Completion Date does not occur by the Expected Completion Date, as by reason of force majeure, said date shall be further extended by the period of delay caused by such force majeure event or circumstance, but in no event shall the total period of delay exceed one hundred twenty (120) days. For the purposes of this Lease, except as otherwise expressly set forth, force majeure shall include acts of governmental authorities beyond the reasonable control of Landlord or its contractors; or any other event or circumstance beyond the reasonable control of Landlord or its contractors, including, without limitation, extended and unusual adverse weather conditions.

2.6 Within ten days of occupancy of the Leased Premises, Tenant shall prepare and deliver to Landlord a "punch list" of items required for final completion and Landlord shall have thirty (30) days from the Completion Date to complete all punch list items (other than those which are not then completed because of force majeure, which Landlord shall thereafter continue to diligently pursue to completion).

2.7 After 45 days written notice to Landlord specifying the extent and nature of the improvements, Tenant shall have the right (subject to reasonable coordination with Landlord) to make such improvements to the Leased Premises (other than the improvements to be completed by Landlord pursuant to the Plans and Specifications) as it may deem necessary or desirable for its use and occupancy thereof; provided however, that Landlord's consent shall be required for such initial improvements to the extent they modify structural components, or the exterior, or electrical, HVAC or any other operating systems, of the Building, which consent shall not be unreasonably withheld or delayed.



ROAD

SITE

ROAD

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