

LEASE AGREEMENT FOR OFFICE FACILITIES

SOUTHCREST BUILDING

This Lease Agreement, dated June 1, 2005 by and between Alacom, LLC, (the "Landlord"), International Security Management Group, Inc. with its principal office at 117 South Crest Drive Suite 206, Birmingham, AL 35209 (the "Tenant").

WITNESSETH:

1. BASIC LEASE PROVISIONS

A. Name of Building and Address:
Southcrest Building
117 Southcrest Drive
Homewood, Alabama 35209

B. Tenant Address for Notices:
117 South Crest Drive, Suite 204
Birmingham, AL 35209

C. Manager & Landlord Addresses for Notices:
Watts Realty Co., Inc.
P O Box 11425
Birmingham, AL 35202-1425

D. Lease Term: 12 months

E. Commencement Date: July 1, 2005
Subject to Paragraph 3.

F. Expiration Date: June 30, 2006

G. Monthly Base rent: \$1,300.00 plus any sales or
use taxes in the current amount of N/A for a total
current monthly amount of \$1,300.00.
(See Paragraph 32)

H. Leased Area of the Premises: 1,287 useable square feet

I. Suite Number(s): 206

J. Security Deposit: \$1,287.00

K. Address for Payment of Rent:
Watts Realty Co., Inc.
P O Box 11425
Birmingham, AL 35202-1425

NEITHER THIS LEASE NOR ANY MEMORANDUM OF THIS LEASE MAY BE RECORDED OR FILED FOR RECORD IN ANY PUBLIC RECORDS WITHOUT THE SEPARATE EXPRESS WRITTEN CONSENT, IN RECORDABLE FORM, OF THE LANDLORD SIGNED ON BEHALF OF THE LANDLORD BY A DULY AUTHORIZED OFFICER OF THE GENERAL PARTNER OF THE LANDLORD.

2. LEASE OF PREMISES

The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the premises (the "Premises") shown on Exhibit 'A' which are or will be contained in the office building (the "Building") located at the address stated in Paragraph 1 A, upon the terms and conditions contained in this Lease. For purposes of this Lease, 'Center' shall mean the Center referred to in Paragraph 1 A and all land, buildings, and improvements including the "Common Areas" (as defined in Paragraph 29) associated with the Building. The Leased Area of the Premises is as shown on Exhibit "A" and contains the Leased Area as stated in Paragraph 1 H as designated in Paragraph 11.

3. TERM

The term of this Lease (the "Term") shall commence on the date (the 'Commencement Date') which is the earlier to occur of: the date stated in Paragraph 1 E, or the date the Tenant first occupies all or part of the Premises. Tenant shall execute a declaration specifying the Commencement Date in the form attached hereto in Exhibit "B" to this Lease. The Term shall expire on the date (the "Expiration Date") stated in Paragraph 1 F unless sooner terminated as otherwise provided in this Lease or unless extended pursuant to Paragraph 32.

4. USE AND POSSESSION

It is understood that the Premises are to be used by the Tenant for general office purposes and for no other purpose without the prior written consent of the Landlord. The Tenant shall not occupy or use the Premises or permit the use or occupancy of the Premises for any purpose or in any manner which: (a) is unlawful or in violation of any applicable legal, governmental or quasi-governmental requirement, ordinance or rule; (b) may be dangerous to persons or property; (c) may invalidate any insurance policy held by the Landlord or increase the amount of premiums for any policy of insurance affecting the Building or the Center, and if any additional amounts of insurance premiums are so incurred, the Tenant shall pay the Landlord the additional amounts on demand as Additional Rent, as provided in Paragraph 5; provided that such payment shall not authorize such use; (d) may create a nuisance or disturb any other tenant of the Building or the Center or the occupants of neighboring property or injure the reputation of the Building or the Center; and (e) violates the

Rules and Regulations of the Building as may from time to time be provided by the Manager (the "Rules and Regulations") or any other restriction of record. The Landlord agrees to have the Premises completed and ready for possession on or before the Commencement Date, except as a result of strikes, insurrections, acts of God and other casualties or unforeseen events beyond the control of the Landlord. The Tenant agrees to accept possession of the Premises within ten (10) days after the receipt of notice by the Landlord of completion if after the date specified in Paragraph 1E. The Tenant, at the expiration of the Term, shall deliver up the Premises in good repair and condition, except for damages beyond the control of the Tenant, reasonable use, and ordinary wear and tear.

5. RENT

The Tenant agrees to pay to the Manager, as agent for the Landlord, at the address specified in Paragraph 1K, or at such other place designated, in writing, by the Manager or the Landlord, the base rent at the initial monthly rate stated in Paragraph 1G (the "Monthly Base Rent"), without any prior notice or demand and without any deduction whatsoever. The Monthly Base Rent is subject to adjustment pursuant to Paragraph 6, and as adjusted is called "Adjusted Monthly Base Rent". The Monthly Base Rent and the Adjusted Monthly Base Rent shall be paid monthly in advance on the first day of each month of the Term, except that the first installment of the Monthly Base Rent shall be paid by the Tenant to the Landlord prior to the Commencement Date. The Adjusted Monthly Base Rent and Additional Rent shall be collectively called the "Rent". The covenant of the Tenant to pay the Rent shall be independent of every other covenant in this Lease. All delinquent Rent shall bear interest at the maximum rate permitted by law or fifteen percent (15%) per annum, whichever is less, from the date due until paid.

6. SALES AND USE TAX

In addition to the Rent and other amounts due to the Landlord under this Lease, the Tenant shall pay to the Landlord and the Landlord shall remit to the appropriate governmental authorities any sales, use, or other tax, excluding federal or state income taxes, now or hereafter imposed upon rents, notwithstanding the fact that any statute, ordinance, enactment, or regulation may endeavor to impose any of those types of taxes on the Landlord.

7. NOTICES

For the purpose of any notice or demand under this Lease, the respective parties shall be served by overnight delivery, personal delivery or certified or registered mail, return receipt requested, addressed to the Tenant at the address as set forth in paragraph 1B and to the Landlord or to the Manager at the addresses set forth in Paragraph 1C. Any notice shall be effective when delivered.

8. ORDINANCES AND REGULATIONS

A. The Tenant shall comply promptly, at the Tenant's sole cost and expense, with all present and future laws, ordinances, rules and regulations of any municipal, county, state, federal or other governmental authority and any bureau or department thereof, and of the Board of Fire Underwriters or any other body exercising similar functions, which may be applicable to the manner in which the Tenant shall use or occupy the Premises, including, without limitation, the Americans With Disabilities Act of 1990, as amended (the "ADA") and shall comply with the requirements of all policies of insurance at any time in force with respect to the Buildings in which the Premises are located. The Tenant agrees to indemnify and hold harmless the Landlord from and against any losses, costs, damages or claims of whatever nature which arise from or in connection with the foregoing compliance requirements, including, without limitation, any losses, damages or costs incurred by the Landlord as a result of being required to make any changes to the Center, the Building, the Common Areas or the Premises because of the specific needs of the Tenant's employees or invitees. The Tenant further agrees for itself and for its subtenants, employees, agents, and invitees to comply with the Rules and Regulations.

B. Tenant shall not cause or permit any "Hazardous Substance", as hereafter defined, to be used, stored, generated or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors or invitees, without first obtaining Landlord's written consent. If Hazardous Substances are used, stored, generated or disposed of on or in the Premises except as permitted above, or if the Premises become contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Lease Term and arising as a result of such contamination by Tenant. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. This indemnification obligation shall survive the termination of this Lease. Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substance on the Premises which results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises. Tenant shall first obtain Landlord's approval for any such remedial action.

As used herein, "Hazardous Substance" means any toxic or hazardous waste, pollutants or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products, substances defined or listed as hazardous substances or toxic substances or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et. seq., Hazardous Materials identified in or pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. Section 1802, et. seq., hazardous waste identified in or pursuant to the Resource Conservation

and Recovery Act, 42 U.S.C. Section 6901, et. seq., any chemical substance or mixture regulated under the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. Section 2601, et. seq., any toxic pollutant under the Clean Water Act, 33 U.S.C. Section 1251, et. seq., as amended, any hazardous air pollutant under the Clean Air Act, 42 U.S.C. Section 7401, et. seq., and any hazardous or toxic substance or pollutant now or hereafter regulated under any federal, state or local environmental laws.

9. **SIGNS**

The Tenant shall not place any signs or other advertising matter or material on the exterior or on the interior of the Premises visible from any of the Common Areas of the Building or at any other location in the Center, without the prior written consent of the Manager. Any lettering or signs placed on the interior of the Building shall be for directional purposes only, and such signs and lettering shall be of a type, kind, character and description to be approved by the Manager in writing. Directional and identification signage provided by the Landlord shall be limited to the tenant directory in the Building.

10. **SERVICES**

The Landlord shall provide the following: heat and air conditioning in the Premises, during normal business hours, to the extent necessary for the comfortable occupancy of the Premises under normal business operations and in the absence of the use of machines, equipment, or devices which affect the temperature otherwise maintained in the Premises; water from the regular Building fixtures for drinking, lavatory, and toilet purposes; customary cleaning and janitorial services in the premises Monday through Friday, excluding national holidays; customary cleaning, mowing, grounds keeping, and trash removal in the Common Areas; and electricity for normal business usage. Additional capacity or usage of any of such services shall be provided at the option of the Landlord (reasonably exercised) and at the sole cost and expense of the Tenant as Additional Rent. The Landlord shall provide a reasonable amount of free parking for the employees and visitors of the Tenant on the parking areas adjacent to the Building.

The Tenant agrees that the Landlord shall not be liable for damages for failure to furnish or delay in furnishing any service if attributable to any of the causes described in Paragraph 15, Paragraph 16, or as a result of acts of God or events beyond the control of the Manager or the Landlord. No failure or delay resulting from the foregoing reasons shall be considered to be an eviction or disturbance of the Tenant's quiet enjoyment, use, or possession of the Premises.

If the Tenant shall require electrical current to operate equipment or machines, including heating, refrigeration, data processing, or other machines or equipment using electrical current that will increase the amount of the electricity usually furnished by the Landlord for use in general office space, the Tenant will obtain the prior written approval of the Landlord and pay to the Landlord the additional direct expense incurred, including any installation or maintenance cost, as Additional Rent.

11. **ALTERATIONS**

The Tenant, by occupancy hereunder, accepts the Premises as being in good repair and condition and suitable for the Tenant's intended use of the Premises. The Tenant shall maintain the Premises and every part thereof in good repair and condition, damages by causes beyond the control of the Tenant, reasonable use, wear and tear excepted. The Tenant shall not make or suffer to be made any alterations, additions or improvements to or of the Premises or any part thereof. The Tenant shall not permit any lien or claim for lien of any mechanic, laborer or supplier or any other lien or be filed against the Center, the Common Areas, the Building, the Premises, or any part of such property arising out of work performed, or alleged to have been performed by, or at the direction of, or on behalf of the Tenant.

12. **QUIET ENJOYMENT**

So long as the Tenant is not in default under this Lease, the Tenant shall be entitled to peaceful and quiet enjoyment of the Premises, subject to the terms of this Lease.

13. **LANDLORD'S RIGHT TO INSPECT AND DISPLAY**

The Landlord shall have the right, at all reasonable times during the Term of this Lease, to enter the Premises for the purpose of examining or inspecting the Premises and of making any repairs or alterations as the Landlord shall deem necessary. The Landlord shall also have the right to enter the Premises at all reasonable hours for the purpose of displaying the Premises to prospective tenants during the ninety (90) day period prior to the Expiration Date of this Lease.

14. **DESTRUCTION OF PREMISES**

If the Premises, the Building, or the Center is rendered substantially untenable by fire or other casualty, the Landlord may elect by giving the Tenant written notice within ninety (90) days after the date of the fire or casualty, either to: (a) terminate this Lease as of the date of the fire or other casualty; or (b) proceed to repair or restore the Premises, the Building, or the Center (other than the leasehold improvements and personal property installed by the Tenant), to substantially the same condition as existed immediately prior to the fire or casualty.

If the Landlord elects to proceed pursuant to Subparagraph (b) above, the Landlord's notice shall contain the Landlord's reasonable estimate of the time required to substantially complete the repair or restoration. If the estimate indicates that the time so required will

exceed one hundred eighty (180) days from the date of the casualty and the Landlord does not make available to the Tenant for its use and occupancy other office space, substantially similar to the Premises and located in the Center, pursuant to Paragraph 22, then the Tenant shall have the right to terminate this Lease as of the date of such casualty by giving written notice to the Landlord not later than twenty (20) days after the date of the Landlord's notice. If the Landlord's estimate indicates that the repair or restoration can be substantially completed within one hundred eighty (180) days, or if the Tenant fails to exercise its right to terminate this Lease, this Lease shall remain in force and effect.

If either the Premises, the Building, or the Center is damaged by fire or other casualty but is not rendered substantially untenable, then the Landlord shall diligently proceed to repair and restore the damaged portions thereof, other than the leasehold improvements and personal property installed by the Tenant, to substantially the same condition as existed immediately prior to such fire or other casualty, unless such damage occurs during the last twelve (12) months of the Term, in which event the Landlord shall have the right to terminate this Lease as of the date of such fire or other casualty by giving written notice to the Tenant within thirty (30) days after the date of such fire or other casualty.

If all or any part of the Premises are damaged by fire or other casualty and this Lease is not terminated, the Rent shall abate for all or that part of the Premises which are untenable on a per diem and proportionate area basis from three (3) days after the date of the fire or other casualty until the Landlord has substantially completed the repair and restoration work in the Premises which it is required to perform, provided, that as a result of such fire or other casualty, the Tenant does not occupy the portion of the Premises which are untenable during such period.

15. CONDEMNATION

If all or a significant part of the Premises, the Building or the Center is permanently taken or condemned by any authority for any public use or purpose (including a deed given in lieu of condemnation), which renders the Premises substantially untenable, this Lease shall terminate as of the date title vests in such authority and the Rent shall be apportioned as of such date.

If any part of the Premises, the Building, or the Center is taken or condemned for any public use or purpose (including a deed given in lieu of condemnation) and this Lease is not terminated, the Rent shall be equitably and fairly reduced for the period of such taking by an amount which bears the same ratio to the Rent then in effect as the number of square feet of Leased Area in the Premises so taken or condemned, if any, bears to the number of square feet of Leased Area specified in Paragraph 1H. The Landlord, upon receipt and to the extent of the award in condemnation or proceeds of sale, shall make necessary repairs and restorations (exclusive of leasehold improvements and personal property installed by the Tenant) to restore the Premises remaining to as near its former condition as circumstances will permit, and to the Building and the Center to the extent necessary to constitute the portion of same not so taken or condemned as complete.

The Landlord shall be entitled to receive the entire price or award from any such sale, taking or condemnation without any payment to the Tenant and the Tenant hereby assigns to the Landlord the Tenant's interest, if any, in such award; provided, however, the Tenant shall have the right separately to pursue against the condemning authority an award in respect of the loss, if any, to leasehold improvements paid by the Tenant without any credit or allowance from the Landlord and for any loss for injury, damage, or destruction of the Tenant's business resulting from such taking.

16. INSURANCE

Landlord shall, at all times during the term of this Lease, maintain a policy or policies of insurance, issued by and binding upon some solvent insurance company, insuring the Building against loss or damage by fire, for the full insurable value thereof, exclusive of excavation costs, foundation costs, pilings, underground conduits, and other similar underground items; provided that Landlord shall not be obligated to insure any furniture, equipment, machinery, goods, supplies or other personal property or trade fixtures that Tenant may bring or obtain upon the Premises, or any additional improvements that Tenant may construct thereon. If the annual premiums charged Landlord for such casualty insurance exceed the standard premium rates because the nature of Tenant's operations result in extra-hazardous exposure, then Tenant shall upon receipt of appropriate premium invoices reimburse Landlord for such increases in such premium; provided that this provision shall not be construed so as to allow or permit, and Tenant hereby agrees not to (i) use, or allow the use of, the Premises for any hazardous use, or (ii) allow, install, store or permit any hazardous or regulated materials on or in the Premises without in each instance the Landlord's express written consent. Tenant shall maintain at its expense, in an amount equal to the full replacement cost, fire and extended coverage insurance on all of its personal property hereunder, including removable trade fixtures, located in the Premises and in such additional amounts as are required to meet Tenant's obligations; in no event shall Landlord ever be liable to Tenant for loss or damage to any such property or improvement in the Premises in excess of the cost of any building standard improvements.

Tenant and Landlord shall, each at its own expense, maintain a policy or policies of commercial general liability insurance (on the most current ISO insurance form), fire legal liability insurance, and workmen's compensation and employer's liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company authorized to do business in Alabama and approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000.00 combined single limit coverage for bodily injury, property damage or combination thereof. Landlord shall not be required to maintain insurance against thefts within the Premises or the Building.

All policies of insurance to be provided or obtained by Tenant under this Lease shall (i) name Landlord as an additional insured, (ii) provide for notice to Landlord at least ten (10) days before any cancellation or termination of said insurance, and (iii) shall contain "cross liability" (separation of insured) provisions. Tenant shall, upon request of Landlord, furnish Landlord with certificates of insurance evidencing Tenant's compliance with the provisions of this Paragraph 17 and Paragraph 22. All insurance provided by Tenant shall specifically provide that it is considered primary coverage, and any insurance provided by Landlord shall be excess and non-contributory.

17. ASSIGNMENT AND SUBLEASE

Without the prior written consent of the Landlord, the Tenant shall not sublease the Premises, or assign, mortgage, pledge, hypothecate or otherwise transfer or permit the transfer of this Lease or the interest of the Tenant in this Lease, in whole or in part, by operation of law, court decree or otherwise. The consent of the Landlord to any sublease or assignment shall not be unreasonably withheld based upon the determination by the Landlord of the financial and other suitability of the proposed sublessee or assignee. If the Tenant desires to assign this Lease or to enter into any sublease of the Premises, the Tenant shall deliver written notice of such intent to the Landlord, together with a copy of the proposed assignment or sublease at least thirty (30) days prior to the effective date of the proposed assignment or commencement date of the term of the proposed sublease. Any approved sublease shall be expressly subject to the terms and conditions of this Lease. In the event of any approved sublease or assignment, the Tenant shall not be released or discharged from any liability, whether past, present or future, under this Lease, including any renewal term of this Lease. For purposes of this Paragraph 18, an assignment shall be considered to include a change in the majority ownership or control of the Tenant if the Tenant is a partnership or a corporation whose shares of stock are not traded publicly.

18. HOLDING OVER

It is further covenanted and agreed that if the Tenant, or any assignee or sublessee of the Tenant, shall continue to occupy the Premises after the termination of this Lease (including a termination by notice under Paragraph 23 or Paragraph 25), without the prior written consent of the Landlord, such tenancy shall be a tenancy at sufferance. During the period of any holdover tenancy by the Tenant, or any assignee or sublessee, the Landlord or the Manager, by notice to the Tenant, may adjust the Adjusted Monthly Base Rent to an amount equal to one hundred and fifty percent (150%) of the Adjusted Monthly Base rent for the last month of the Term for which rent is paid. Acceptance by the Landlord of any Rent after termination shall not constitute a renewal of this Lease or a consent to such holdover occupancy nor shall it waive the Landlord's right of re-entry or any other right contained in this Lease or provided by law. In addition, Tenant hereby agrees to indemnify and hold harmless the Landlord from and against any and all losses, costs, claims or damages sustained by the Landlord as a result of any such holding over by the Tenant.

19. SUBORDINATION AND ATTORNMENT

This Lease and the rights of the Tenant hereunder are expressly subject and subordinate to the lien and provisions of any mortgage, deed to trust, ground lease, assignment of leases, or other security instrument or operating agreement (collectively a "Security Instrument") now or hereafter existing encumbering the Premises, the Building, the Center or any part thereof, and all amendments, renewals, modifications and extensions of and to any such Security Instrument and to all advances made or hereafter to be made upon the security of such Security Instrument. The Tenant agrees to promptly (but in any event, not more than ten (10) days after receipt thereof) execute and deliver such further instruments, in such form as may be required by any holder of a proposed or existing Security Instrument, subordinating this Lease to the lien of any such Security Instrument as may be requested in writing by the Landlord or the Manager from time to time.

In the event of the foreclosure of any such Security Instrument by voluntary agreement or otherwise, or the commencement of any judicial action seeking such foreclosure, the Tenant, at the request of the then lessor, shall attorn to and recognize such mortgagee or purchaser in foreclosure as the Tenant's landlord under this Lease. The Tenant agrees to execute and deliver at any time upon request of such mortgagee, purchaser, or their successors, any instrument to further evidence such attornment in form acceptable to such person.

The Tenant shall from time to time, upon not less than seven (7) days' prior written request by the Landlord or the Manager, deliver to the Landlord or the Manager a statement in writing certifying: that this Lease is unmodified and in full force and effect, or, if there have been modifications, that this Lease, as modified, is in full force and effect; the amount of each item of the Rent then payable under this Lease and the date to which the Rent has been paid; that the Landlord is not in default under this Lease or, if in default, a detailed description of such default; that the Tenant is or is not in possession of the Premises, as the case may be; and containing such other information and agreements as may be reasonably requested.

20. WAIVER AND INDEMNIFICATION

To the full extent permitted by law, the Tenant hereby releases and waives all claims against the Landlord, the Manager and their respective agents, employees, officers, directors, and independent contractors, for injury or damage to person, property or business sustained in or about the Center, the Building, or the Premises by the Tenant, its agents or employees other than damage caused by the gross negligence or wanton conduct of the Landlord, the Manager or their respective agents or employees.

The Tenant agrees to indemnify and hold harmless the Landlord, the Manager and their respective agents and employees, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorneys' fees), including those arising from any injury or damage to any person (including death), property or business sustained in or about the Premises, and resulting from the negligence or willful act or omission of the Tenant, its employees, agents, servants, invitees, licensees or subtenants, or resulting from

the failure of the Tenant to perform its obligations under this Lease; provided, however, the Tenant's obligations under this section shall not apply to injury or damage resulting from the gross negligence or wanton acts of the Landlord, the Manager or their respective agents or employees. Tenant agrees to have all liability insurance policies to be maintained by it pursuant to the terms of this Lease endorsed to provide coverage for this contractual indemnification obligation.

The Landlord and the Manager shall not be responsible or liable to the Tenant for any event, act or omission to the extent covered by insurance and maintained by the Tenant with respect to the Premises and its use and occupancy thereof (whether or not such insurance is actually obtained or maintained) and the proceeds of such other insurance as is obtained and maintained by the Tenant with respect to the Premises and to its use and occupancy thereof.

21. WAIVER OF SUBROGATION RIGHTS

Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under workmen's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees, if any such loss or damage is covered by insurance benefitting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Each insurance policy to be obtained by Landlord and Tenant under the provisions of this Lease shall contain waiver of subrogation provisions pursuant to which the insurer waives all expressed or implied rights of subrogation against Tenant or Landlord, as the case may be, and their respective officers, directors, partners, employees and agents.

22. SURRENDER OF PREMISES

Upon the expiration or termination of this Lease or the termination of the Tenant's right of possession of the Premises the Tenant shall surrender and vacate the Premises immediately and deliver possession thereof to the Landlord in a clean, good, and tenantable condition except for damages beyond the control of the Tenant, reasonable use, and ordinary wear and tear. Any movable trade fixtures and personal property that may be removed from the Premises by the Tenant but which are not so removed upon the vacancy of the Premises by the Tenant shall be conclusively presumed to have been abandoned by the Tenant and title to such property shall pass to the Landlord without any payment or credit and the Landlord may, at its option and at the Tenant's expense, store and/or dispose of such property.

23. RELOCATION OF TENANTS

At any time after the date of this Lease, the Landlord may substitute for the Premises other premises in the Center (the "New Premises"), in which event the New Premises shall be deemed to be the Premises for all purposes under this Lease, provided; (i) the New Premises shall be similar to the Premises in area and configuration; (ii) the substitution shall be made in order to lease the Premises to a tenant of the Center who then occupies, or as a result of such substitution will occupy, all or a substantial part of the floor of the Building on which the Premises are located; (iii) if the Tenant is then occupying the Premises, the Landlord shall pay the actual and reasonable expenses of physically moving the Tenant, its property and equipment to the New Premises; (iv) the Landlord shall give the Tenant not less than thirty (30) days prior written notice of such substitution; and (v) the Landlord, at its expense, shall improve the New Premises with improvements substantially similar to those in the Premises at the time of such substitution, if the Premises are then improved, or if not then improved, the Landlord, at its expense, shall improve the New Premises in accordance with the Layout approved by the Tenant and the Landlord.

24. EVENTS OF DEFAULT

Each of the following shall constitute an event of default by the Tenant under this Lease: if Tenant fails to pay any installment of Rent within ten (10) days after the date on which the installment of Rent first becomes due; if the Tenant fails to observe or perform any of the other covenants, conditions or provisions of this Lease and fails to cure such default within fifteen (15) days after written notice to the Tenant; if the interest of the Tenant in this Lease is levied upon under execution or other legal process; if a petition is filed by or against the Tenant to declare the Tenant bankrupt or seeking a plan or reorganization or arrangement under any chapter of the Bankruptcy Code, or any amendment, replacement or substitution therefor, or to delay payment of, reduce or modify the Tenant's debts; if the Tenant is declared insolvent by law or any assignment of the Tenant's property is made for the benefit of creditors; if a receiver is appointed for the Tenant or the Tenant's property; or if the Tenant abandons or vacates the Premises.

Upon the occurrence of an event of default by the Tenant under this Lease, the Landlord, at its option, without further notice or demand to the Tenant, may in addition to all other rights and remedies provided in this Lease, at law or in equity:

- A. Terminate this Lease and the Tenant's right of possession of the Premises, and recover all damages to which the Landlord is entitled under law, specifically including, without limitation, all the Landlord's expenses of reletting (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions).
- B. Terminate the Tenant's right of possession of the Premises without terminating this Lease in which event the Landlord may, but shall not be obligated to, relet the Premises, or any part thereof for the account of the Tenant, for such rent and such term and upon such terms and conditions as are acceptable to the Landlord. For purposes of any reletting of the Premises, the Landlord is authorized to redecorate, repair, alter and improve the Premises to the extent reasonably necessary. Until the Landlord does relet the Premises, the Tenant shall pay the Landlord monthly on the first day of each month during the period that Tenant's right

of possession is terminated, a sum equal to the amount of Rent due under this Lease for such month. If and when the Premises are relet and a sufficient sum is not realized from such reletting after payment of all the Landlord's expenses of reletting (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions) to satisfy the payment of Rent due under this Lease for any month, the Tenant shall pay to the Landlord any such deficiency monthly upon demand. The Tenant agrees that the Landlord may file suit to recover any sums due to the Landlord under this section from time to time and that such suit or recovery of any amount due the Landlord shall not be a defense to any subsequent action brought for any amount not previously reduced to judgment in favor of the Landlord.

If the Landlord elects to terminate the Tenant's right to possession only without terminating this Lease, the Landlord may, at its option, enter into the Premises, remove the Tenant's signs and other evidences of tenancy, and take and hold possession thereof; provided, however, that such entry and possession shall not terminate this Lease or release the Tenant, in whole or in part, from the Tenant's obligation to pay the Rent reserved hereunder for the full Term or from any other obligation of the Tenant under this Lease.

The Tenant shall pay, upon demand, all costs and expenses, including attorneys' fees, incurred by the Landlord in enforcing the Tenant's obligations under this Lease or resulting from the Tenant's default under this Lease.

25. SUCCESSORS AND ASSIGNS

This Lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the parties hereto. In the event of the sale, assignment, or transfer by the Landlord of its interest in the Building or in this lease (other than a collateral assignment to secure a debt of the Landlord prior to enforcement) a successor in interest who expressly assumes the obligations of the Landlord hereunder, the Landlord shall thereupon be released or discharged from all of its covenants and obligations hereunder, except such obligations as the Landlord shall have accrued prior to any such sale, assignment or transfer; and the Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations. Any securities or funds given by the Tenant to the Landlord to secure performance by the Tenant of its obligations hereunder may be assigned by the Landlord to such successor in interest of the Landlord and, upon acknowledgment by such successor on receipt of such security and its assumption of the obligation to account for such security in accordance with the terms of the Lease, the Landlord shall be discharged of any further obligation relating thereto. The Landlord's assignment of the Lease or of any or all of its rights herein shall in no manner affect the Tenant's obligations hereunder. The Landlord shall have the right to freely sell, assign or otherwise transfer its interest in the Building and/or this Lease.

26. NON-WAIVER

No waiver of any covenant or condition of this Lease by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition of this Lease.

27. SECURITY DEPOSIT

As security for the performance of its obligations under this Lease, the Tenant upon its execution of this Lease has paid to the Landlord a security deposit (the "Security Deposit") in the amount stated in Paragraph 1J. The Security Deposit may be applied by the Landlord to cure or partially cure any default of the Tenant under this Lease, and upon notice by the Landlord of such application, the Tenant shall replenish the Security Deposit in full by promptly paying to the Landlord the amount so applied. The Landlord shall not pay interest on the Security Deposit. The Security Deposit shall not be deemed an advance payment of rent or a measure of damages for any default by the Tenant under this Lease, nor shall it be a bar or defense to any action which the Landlord may at any time commence against the Tenant.

28. LIMITATION OF THE LANDLORD'S LIABILITY

As used in this Lease, the "Landlord" shall mean the entity herein named as such, and its successors and assigns. No person holding the Landlord's interest under this Lease (whether or not such person is named as the "Landlord") shall have any liability hereunder after such person ceases to hold such interest, except for any liability accruing hereunder while such person held such interest. Neither the Landlord nor any principal officer, employee, or partner (general or limited) of the Landlord shall have any personal liability under any provision of this Lease. If the Landlord defaults in the performance of any of its obligations under this Lease or otherwise, the Tenant shall look solely to the Landlord's assets, interest, and rights, and not to the assets, interest, or rights of any principal, officer, employee, or partner (general or limited), for satisfaction of the Tenant's remedies on account thereof.

29. COMMON AREAS

For purposes of this Lease "Common Areas" shall mean all areas, improvements, space, and equipment in or at the Center, provided by the Landlord for the common or joint use and benefit of tenants, customers, and other invitees.

30. RIDERS

All riders attached hereto and signed by the Landlord and the Tenant shall be deemed to be a part hereof and are hereby incorporated herein.

31. MISCELLANEOUS

This Lease, the Exhibits and the Riders, if any, attached hereto contain the entire agreement between the Landlord and the Tenant and there are no other agreements, either oral or written. This Lease shall be modified or amended only by a writing signed by the Landlord and the Tenant and specifically referring to this Lease. The captions in this Lease are for convenience only and in no way define, limit, construe or describe the scope or intent of the provisions of this Lease. This Lease shall be construed in accordance with the laws of the state in which the Building is located. If any provision of this Lease or any amendment hereof is invalid or unenforceable in any instance, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision, or such provision in any circumstance not controlled by such determination.

32. AUTOMATIC RENEWAL OF LEASE TERM

This lease shall automatically renew for year to year terms beginning July 1, 2006, provided however, the Landlord or Tenant has not given the other at least 60 days advanced written notice of termination of this lease at the end of the original term or at the end of any renewal term, and, provided however, the Tenant is not in default of the terms of this lease. The rental schedule during the respective renewal terms shall be the greater of (a) any increase in the Consumer Price Index, known as "United States Bureau of Labor Statistics, Consumer Price Index, for Urban Wage Earners and Clerical Workers, (1982-84=100) All Items" (and if such Index shall be discontinued, then any successor consumer price index of the United States Bureau of Labor Statistics shall be used), during the immediately preceding ~~five~~ year term, calculated annually thereafter, or (b) a three (3%) percent per annum increase over the previous year, rounded to the nearest whole dollar (similar to the Rental Schedule during the Base Term of this lease), however, in no event shall the rental be reduced below the prior year rental.

33. Tenant Improvements and Lease Conditions:

Except as otherwise provided herein, the premises are hereby leased in its "as is" condition. Tenant is currently in possession of premises.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement in multiple original counterparts effective as of the day and year first above written.

LANDLORD:
Alacom, LLC

By: *Austin A. Grob*
Its Manager

WITNESS: *Charlotte Milligan*

TENANT:
International Security Management Group, Inc.

By: *Charles E. Bledsoe*
Its Authorized Official

WITNESS: *Natalie A. Mendez*