

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement ("Agreement") is entered into between _____, an Ohio corporation ("Landlord") and _____, an Ohio corporation ("Tenant").

WHEREAS, Landlord and Tenant's predecessor in interest are parties to that certain Office Lease dated June 24, 1996, and as amended by a First Amendment to Office Lease dated October 26, 1998 and a Second Amendment to Office Lease dated June 22, 2003 (as amended, the "Lease"), for certain space located at _____ ("Premises"); and

WHEREAS, the parties now desire to provide for the termination of the Lease, and the return of the Leased Premises to Landlord, prior to the current expiration date of the Lease.

NOW, THEREFORE, in consideration of mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follow:

1. **Termination.** The parties agree that in lieu of the original expiration date of October 31, 2008, the Lease shall terminate on March 1, 2006 ("Termination Date"). Prior to the Termination Date, Tenant shall quit the Premises and surrender and return the Premises to Landlord, "as is" in broom clean condition.

2. **Lease Termination Fee.** In consideration for Tenant being relieved of further obligations under the Lease after the Termination Date, Tenant and Landlord agree that Tenant shall pay a Lease Termination Fee of Seventy Thousand Dollars (\$70,000.00). This payment shall be made to Landlord by March 1, 2006.

3. **Mutual Release.** Upon Tenant satisfying its obligations set forth in this Agreement, Landlord releases, discharges and waives any claims known or unknown, against Tenant, its successor, assigns, officers or directors, arising out of or in any way connected with the Lease through the date hereof, and Tenant releases, discharges and waives any claims, known or unknown, against the Landlord, its successors, assigns, officers or directors, arising out of or in anyway connected with the Lease through the date hereof.

4. **Binding upon Successors and Assigns.** This Agreement shall be for the benefit of and be binding upon, the parties hereto and their respective successors and assigns.

5. **Final Agreement.** This Agreement shall constitute the final agreement and understanding of the parties on the subject matter hereof. This Agreement may be modified only by a further writing signed by the parties.

6. **Attorney Fees.** If any legal action is commenced to enforce or interpret the terms of this Lease Termination Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party may be entitled.

7. **Ohio Law; Illegality.** This Agreement shall be governed by the laws of the State of Ohio. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

8. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the ____ day of _____, 2006.

LANDLORD:

TENANT:

By: _____

By: _____

Title: _____

Title: _____