

EXHIBIT C  
Form of Lease

THIS LEASE AGREEMENT (this "Lease") is made as of January 1, 2006 by and between Sea Max Boats, LLC, a South Carolina limited liability company ("Tenant"), and Fairfield County ("Landlord"). This Lease is executed and delivered in connection with that certain Agreement for the Purchase and Sale of Real Property by and between Tenant and Landlord (the "Purchase Agreement"). Unless otherwise defined herein, all capitalized terms in this Lease have the meaning ascribed to them in the Purchase Agreement.

In consideration of these premises, the mutual promises below, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties, Landlord and Tenant agree as follows:

1. Leased Premises. Landlord hereby leases, demises, and lets, to Tenant, and Tenant hereby leases from Landlord, the Property other than the 12,500 square feet leased to Fairfield Industrial Services, Inc. pursuant to the Lease Agreement dated July 14, 2005 by and between Fairfield County and Fairfield Industrial Services, Inc. (the "Premises"). Tenant and Landlord acknowledge and agree that the \$1500 monthly rent to be paid by Fairfield Industrial Services, Inc. between December 1, 2005 and January 14, 2005, the expiration of Fairfield Industrial Services' existing lease, are due and payable to Landlord, with no offset or other credit being given to Tenant for such period. Any future lease, if any, with Fairfield Industrial Services, Inc. during the term of this Lease or following consummation of the purchase of the Property in accordance with the Purchase Agreement shall inure solely to the benefit of Tenant.

2. Term. The initial term of this Lease shall be twelve month(s) commencing on January 1, 2006, and terminating on December 31, 2006, unless sooner terminated as provided in this Lease. Notwithstanding anything to the contrary in this Lease or the Purchase Agreement, Tenant may terminate this Lease upon thirty days written notice to Landlord of the date Tenant desires to close the purchase of the Property in accordance with the Purchase Agreement, which termination shall be effective as of the Closing date.

3. Rent. Tenant shall pay to Landlord a monthly rental of five thousand dollars on the first day of each month, payable in advance during the term of this Lease in lawful money of the United States, sent to Landlord at Landlord's address set forth in the Purchase Agreement; provided however, that monthly rent shall increase to seven thousand dollars beginning January 1, 2007.

4. Property Expenses. The parties agree that expenses respecting the Premises shall be paid as follows:

A. Tenant Obligations: Tenant shall pay as additional rent throughout the term of this Lease the following expenses: (i) All charges for air conditioning, heat, water, sewer, garbage collection, security, gas, electricity, light, telephone, or any other communication or utility service used in or rendered or supplied to the Premises through the term of this Lease. Such items shall be prorated for periods outstanding at the commencement or the termination of this Lease; (ii) All premiums for the insurance coverage on Tenant's personal property at the Premises or respecting business operations thereon; (iii) All taxes and assessments due and payable on

Tenant's personal property located at or in the Premises; and (iv) All taxes and assessments of every kind or nature that are now or may hereafter be imposed or assessed upon the Premises by federal, state, or local government authority, including but not limited to any non-real estate taxes imposed in substitution for real estate taxes (that pursuant to Section 4-12-20 of the South Carolina Code of Laws is equal to taxes that would otherwise be paid on the Premises if Tenant owned them).

5. Reserved.

6. Hazardous Substance Remediation. Notwithstanding anything contained herein to the contrary, Landlord, at Landlord's sole cost and expense, shall ensure that the Premises, and all operations thereon prior to the effective date hereof, shall be in material compliance with all applicable environmental laws, rules, and regulations during the term of this Lease. Tenant shall not be required to remediate, purge, or remove, or bear the cost of such remediation, purge, or removal of, any hazardous substance or non-compliant underground tanks that contaminated the Premises prior to the commencement of the term of this Lease or that exist during the term of this Lease through no fault of Tenant. Tenant shall not be obligated to take actions to prevent worsening of such contamination. Landlord shall indemnify Tenant and hold Tenant and its officers and agents harmless from any and all liability, claim, injury, damage, penalty, or cost (including reasonable attorney's fees), whether raised by Tenant or any third party, arising out of or resulting from: (a) breach of Landlord's warranty in the first sentence of this Section 6 or (b) any hazardous substance or non-compliant underground tanks that contaminated the Premises prior to the commencement of the term of this Lease or that exist or worsen during the term of this Lease through no fault of Tenant.

7. Americans With Disabilities Act. Landlord represents and warrants that to the best of Landlord's knowledge the Premises and improvements thereon are at the effective date hereof in material compliance with the Americans With Disabilities Act, as the same is amended from time to time (the "Act"). Tenant shall not be required to make any alterations or additions to the Premises (both structural and non-structural) that may be necessary from time to time to keep or bring the Premises in compliance with the Act. Landlord shall be entitled to the benefit of any available exemptions or "grandfather" provisions in the Act so long as same are also available for Tenant's benefit throughout the term of this Lease.

8. Alterations. Tenant shall not make, or suffer to be made, any material alterations of the Premises, or any part thereof, without the written consent of Landlord, which consent shall not be unreasonably withheld.

9. Entry by Landlord. Upon reasonable prior written notice to Tenant, Landlord may enter the Premises at reasonable times for the purpose of inspection, posting notices, or supervising any necessary repairs and maintenance required hereto to be performed by Landlord.

10. Signs and Parking. Tenant shall have the exclusive right to use the driveways and parking areas that are parts of the Premises. Notwithstanding the foregoing, Tenant shall assign any other tenants approved by Tenant sufficient parking spaces and use of the drives, provided that the location, number, and size of spaces and use of the drives shall be determined in Tenant's sole discretion. Tenant, at its discretion, may erect such signs as it deems necessary or appropriate, so long as the same comply with applicable laws and zoning restrictions.

11. Assignment and Subletting. Tenant may assign or sublease all or any portion of the Premises so long as (unless waived in writing by Landlord) Landlord gives it written consent to such assignment or sublease, which shall not be unreasonably withheld, and Tenant agrees in writing to remain liable hereunder as though no assignment or sublease had been made. Landlord may assign this Lease and all rights hereunder (subject to all rights of set off or recoupment) provided: (a) Tenant's use and enjoyment of the Premises during the term of this Lease are not disturbed and (b) such assignee of Landlord executes an appropriate document acknowledging this Lease and Tenant's rights hereunder. Tenant shall also be entitled to an appropriate non-disturbance agreement from any permitted mortgagee of Landlord.

12. Default of Tenant. The occurrence of any of the following events shall constitute a breach of this Lease:

A. The failure of Tenant to pay rent or to make any other payment of money as herein required when due for a period of ten days after delivery by Landlord of a written notice to Tenant of any such failure.

B. The expiration of a period of sixty days following (i) the adjudication of Tenant as a bankrupt by any court of competent jurisdiction, (ii) the entry of an order approving a petition filed by one other than Tenant, seeking reorganization of Tenant under the National Bankruptcy Act or any other applicable law of the United States or of any State, or (iii) the appointment of a trustee or receiver of all or substantially all of the business or property of Tenant, or (iv) the levy of any attachments, execution or garnishment upon the interest of Tenant hereunder, or upon the leasehold estate hereby created, unless during such period such adjudication, order or appointment of a receiver or trustee, attachment, execution or garnishment shall be vacated or unless within such period Tenant shall have taken proper action to vacate such adjudication, order or appointment of a receiver or trustee, attachment, execution or garnishment, and in such event such occurrence shall not constitute a breach of this Lease until final adjudication of the matter.

C. The filing by Tenant of a voluntary petition in bankruptcy or the making of an assignment for the benefit of creditors, the consenting by Tenant to the appointment of a receiver or trustee of all or any part of its property, the filing by Tenant of a petition or answer seeking reorganization under the National Bankruptcy Act or any other applicable law, or the filing by Tenant of a petition to take advantage of any insolvency act.

D. The failure of Tenant to correct any default hereunder, other than those specified in subdivisions (A), (B), and (C) of this Section within thirty days after delivery by Landlord to Tenant of a written notice of such default, or if the default is of such a nature that it cannot be corrected within thirty days after such notice, then the failure of Tenant within such period to commence and thereafter proceed diligently to cure such default.

If any of the above-described events of default shall occur, the Landlord at its option may re-enter and take possession of the Premises, and at its option terminate this Lease and accelerate all payments due or coming due hereunder.

13. Default of Landlord. If at any time during the term hereof Landlord shall default in any of its obligations under this Lease, Tenant may give written notice to Landlord of its intention

to terminate the Lease together with a statement of the nature of such default, and such termination shall become effective on the thirtieth day after the date of such notice unless (a) such default shall be cured within thirty days after such notice, or (b) if the default is of such a nature that it cannot be cured within such period, the necessary steps to cure such default are duly commenced within such period and are thereafter diligently pursued. Upon the termination of this Lease as herein provided, Tenant shall be entitled to a refund of all rents paid in advance from the date of termination to the date through which the rent shall have been paid; provided however, nothing contained herein shall be construed to limit Tenant's available remedies at law or equity. Notwithstanding anything contained herein to the contrary, in the event Sellers breach the Purchase Agreement, or any document or instrument ancillary thereto to which they are parties, such breach thereof (at the expiration of the applicable grace period set forth therein) shall also constitute a breach by Landlord of this Lease.

14. Holding Over. In case Tenant holds over after the end of the last applicable term herein provided, such tenancy shall be from month to month only, and not a renewal hereof; subject, however, to every other term, covenant, and condition of this Lease, and the rent shall be at the monthly rate of the last month of the applicable lease term plus five percent.

15. Damage or Destruction. The damage or destruction of the improvements now existing on the Premises in whole or in material part by fire or other cause, or the substantial unavailability thereof as a result of material injury thereto shall, at the option of Tenant, exercised by notice to Landlord, within thirty days after the date of such damage, destruction, or unavailability, produce and work a termination of this Lease. Upon damage or destruction of the Premises in whole or in part, by fire or any other cause, if Tenant shall not exercise its option to terminate this Lease within such thirty days, Landlord shall at its expense promptly restore the Premises to the condition they were in immediately prior to such damage; provided however, that Landlord's obligation to restore the Premises shall not exceed the proceeds of any relevant insurance; and Tenant and Landlord shall cooperate in such restoration of the Premises and administration of the insurance proceeds. Notwithstanding anything contained herein to the contrary, the rent shall abate during the period the Premises are untenable.

16. Condemnation. If any portion of the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose so as to render the remaining portion of the Premises unsuited for Tenant's reasonable uses, even though the entire Premises be not so taken or condemned, then Tenant, at any time thereafter, shall have the right to terminate this Lease. Upon the termination of this Lease as herein provided, Tenant shall be entitled to a refund of all rents paid in advance from the date of termination to the date through which the rent shall have been paid. Tenant hereby waives any and all rights to participate in the proceeds of any award made in any condemnation proceedings for the taking of the Premises, or any portion thereof, except the right to participate in Tenant's equitable portion of any proceeds for the loss of Tenant's leasehold, business, or property at such location, if any.

17. Quiet Enjoyment. Landlord agrees and warrants that Tenant, keeping and performing the covenants herein contained on the part of Tenant to be kept and performed, shall at all times during the term of this Lease peaceably and quietly have, hold, and enjoy the Premises.

18. Removal of Trade Fixtures. Upon the termination of the Lease, all trade fixtures, furniture, equipment, and other personal property that Tenant placed upon the Premises, or which Tenant owns, may be removed by Tenant, provided Tenant shall otherwise leave the Premises in reasonable condition. Landlord shall have no lien upon the personal property of Tenant located at the Premises.

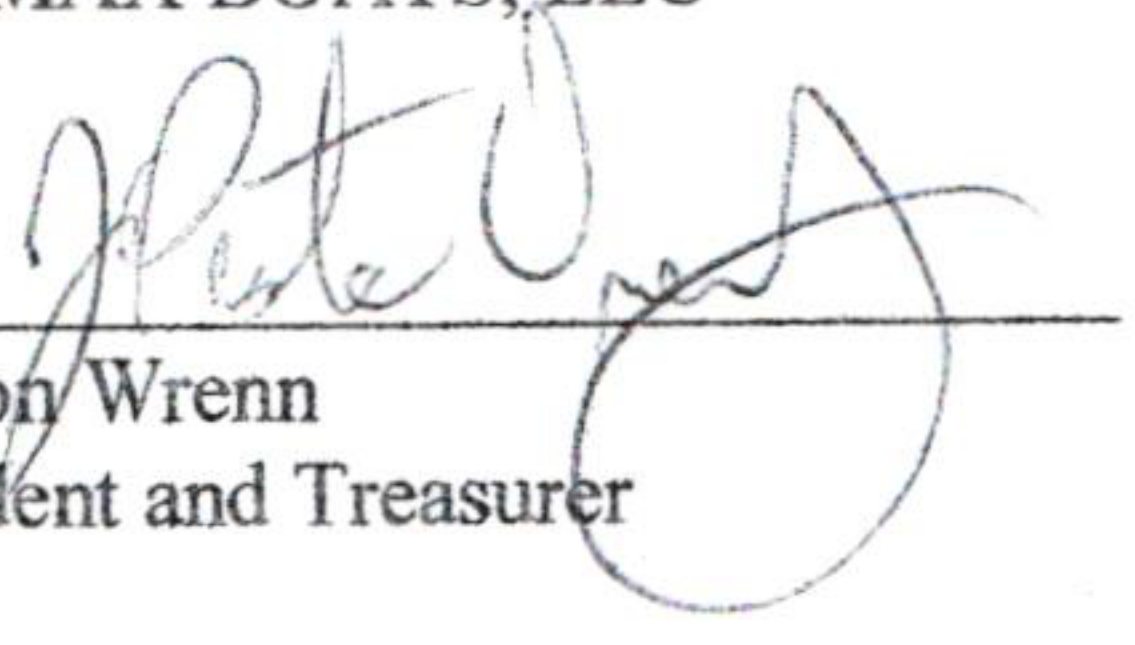
19. Set Off. Anything contained in this Lease to the contrary notwithstanding, Tenant shall have the right of set off and recoupment against amounts coming due hereunder in the event that Landlord is adjudicated by a court, arbitrator, or other proper tribunal of competent jurisdiction to have breached this Lease, the Purchase Agreement, or any document ancillary thereto. In the event Tenant properly exercises its right of set off and recoupment set forth herein, the rental hereunder shall be deemed reduced by the amount of any set off or recoupment to which the Tenant is entitled. Landlord's right to appeal or otherwise lawfully contest such set off or recoupment in any action to collect rental hereunder shall not be impaired by Tenant's exercise of such set off or recoupment rights.

20. Miscellaneous. The provisions of Section 14 of the Purchase Agreement (except for the last sentence and except that "Agreement" shall be substituted with "Lease") are hereby incorporated by reference. Sections 4-7, 13-16, and 18-20 shall survive termination or expiration of this Lease. A short form or a memorandum of this Lease may be recorded by either party. The parties agree to execute for recording purposes any such short-form or memorandum.

IN WITNESS WHEREOF, the undersigned have executed this Lease to be effective as of the date first above-written.

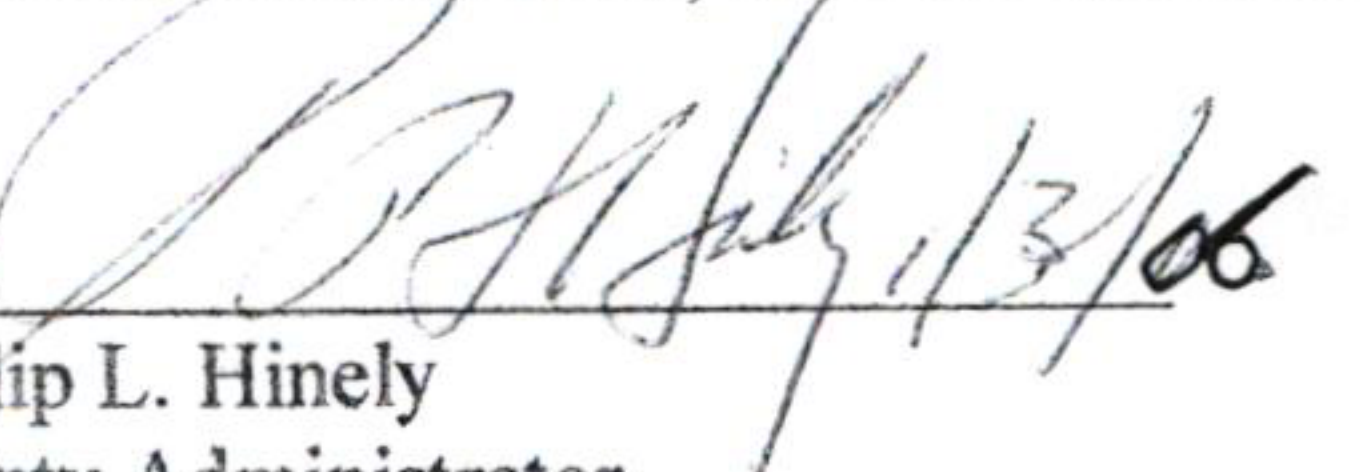
TENANT:

SEA MAX BOATS, LLC

By: \_\_\_\_\_  
Preston Wrenn  
President and Treasurer

LANDLORD:

FAIRFIELD COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Phillip L. Hinely  
County Administrator