

DOUGLAS CENTRE

2600 DOUGLAS ROAD
CORAL GABLES, FLORIDA

OFFICE LEASE

Tenant: []
Suite: []
Rentable Area: []

Lease Commencement Date: The earlier to occur of: (i) ____ days following the Execution Date of the Lease, (ii) the date of Substantial Completion of the Tenant Improvements or (iii) the date upon which Tenant occupies the Premises for the purpose of conducting business therein.

Lease Expiration Date: ____ months following Lease Commencement Date

OFFICE LEASE
TABLE OF CONTENTS

ARTICLES

1. [PREMISES.](#)
2. [TERM.](#)
3. [RENT.](#)
4. [SECURITY DEPOSIT.](#)
5. [EQUIPMENT LIEN](#)
6. [OPERATING EXPENSE ADJUSTMENT.](#)
7. [LATE CHARGE, INTEREST AND DISHONORED CHECK CHARGE.](#)
8. [IMPROVEMENTS BY LANDLORD.](#)
9. [DELAY OF POSSESSION.](#)
10. [PRIOR OCCUPANCY.](#)
11. [REPAIRS.](#)
12. [ALTERATIONS AND ADDITIONS.](#)
13. [LIENS.](#)
14. [SERVICES.](#)
15. [PARKING.](#)
16. [LIMITED SECURITY.](#)
17. [QUIET POSSESSION.](#)
18. [PAYMENT.](#)
19. [PERSONAL PROPERTY TAXES.](#)
20. [USE.](#)
21. [LANDLORD'S INSURANCE.](#)
22. [SUBROGATION.](#)
23. [INDEMNIFY LANDLORD.](#)
24. [TENANT'S INSURANCE COVERAGE.](#)
25. [ASSIGNMENT AND SUBLETTING.](#)
26. [SUCCESSOR AND ASSIGNS.](#)
27. [ESTOPPEL CERTIFICATE.](#)
28. [LANDLORD'S MORTGAGE.](#)
29. [ASSIGNMENT BY LANDLORD.](#)
30. [FIRE OR CASUALTY.](#)
31. [EMINENT DOMAIN.](#)
32. [DEFAULT.](#)
33. [LANDLORD'S REMEDIES FOR TENANT'S DEFAULT.](#)
34. [ATTORNEY'S FEES.](#)
35. [ENTRY BY LANDLORD.](#)
36. [COMPLIANCE WITH LAW.](#)
37. [CONTROL OF COMMON AREAS AND PARKING AREA BY LANDLORD.](#)
38. [SURRENDER OF PREMISES.](#)
39. [HOLDING OVER.](#)
40. [RELOCATION OF TENANT.](#)
41. [LIGHT AND VIEW.](#)
42. [RADON GAS.](#)
43. [HAZARDOUS SUBSTANCES.](#)
44. [RULES AND REGULATIONS.](#)
45. [SIGNS.](#)
46. [WAIVER OF TRIAL BY JURY.](#)
47. [WAIVER.](#)
48. [DEFAULT UNDER OTHER LEASE.](#)
49. [SEVERABILITY.](#)
50. [TIME.](#)
51. [DEFINITIONS AND ARTICLE HEADINGS.](#)
52. [TENDER AND DELIVERY OF LEASE INSTRUMENT.](#)
53. [JOINT OBLIGATION.](#)
54. [AUTHORITY OF PARTIES.](#)
55. [NOTICES.](#)

- [56. CONSENTS AND APPROVALS.](#)
- [57. APPLICABLE LAW.](#)
- [58. BROKERS.](#)
- [59. SURVIVAL.](#)
- [60. CONFIDENTIALITY.](#)
- [61. FORM ALTERATIONS.](#)
- [62. EXHIBITS, ADDENDA, OR RIDERS.](#)
- [63. ENTIRE AGREEMENT.](#)

EXHIBITS

- “A” RULES AND REGULATIONS**
- “B” LANDLORD INSURANCE REQUIREMENTS**
- “C” FLOOR PLAN**
- “D” LANDLORD’S WORK**
- “E” BUILDING STANDARD IMPROVEMENTS**
- “F” LEGAL DESCRIPTION**
- “G” RENT COMMENCEMENT CERTIFICATE**
- “H” PERSONAL GUARENTEE**
- “I” ACH AUTHORIZATION FORM**

DOUGLAS CENTRE

OFFICE LEASE

THIS OFFICE LEASE ("Lease") made and entered into this ____ day of _____, by and between **2600 DOUGLAS CENTRE, LLC** ("Landlord") whose address for purposes hereof is 941 W. MORSE BLVD., SUITE 315, WINTER PARK, FLORIDA, 32789 and, [Tenant Name] ("Tenant"). Tenant's address for purposes hereof until commencement of the Term (as defined in Article 2) of this Lease is _____ and thereafter shall be as specified in Article 55 of this lease.

WITNESSETH

1. PREMISES.

a) Subject to and upon the terms, provisions, covenants, and conditions hereinafter set forth, and each in consideration of the duties, covenants, and obligations of the other hereunder, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord those certain premises ("Premises") in the building known as the **DOUGLAS CENTRE** ("Building," which definition includes the Parking Area as defined in Paragraph 14 (a)) located at **2600 DOUGLAS ROAD, CORAL GABLES, FLORIDA**, such Premises being more particularly described as follows:

[1,557] Square feet of Rentable Area (as defined in Paragraph 1(b)) located on the [9th] floor of the Building as reflected on the floor plan attached hereto as Exhibit "C" and incorporated herein by reference, identified by the signature or initials of Landlord and Tenant. This space is known as **Suite [906]**.

b) The term "Net Rentable Area", as used herein, shall refer to (i) in the case of a single-tenancy floor, all area measured from the inside surface of the outer glass or finished walls of the Building to the inside surface of the opposite outer glass or finished walls, and including a proportionate part of the Common Areas (as defined below) allocated for such floor, excluding only the areas ("Service Areas") within the outside glass or finished walls used for Building stairs, fire towers, elevator shafts, elevator mechanical rooms, flues, vents, stacks, pipe shafts, and vertical ducts, but including any such areas which are for the specific use of the particular tenant, such as mechanical or electrical rooms, special stairs or elevators, and (ii) in the case of a multi-tenancy floor, all areas within the inside surface of the outer glass or finished walls enclosing and measured to the midpoint of the walls separating areas leased by or held for lease to other tenants or to outside of walls separating the premises from areas ("Common Areas") devoted to lobbies, corridors, elevator foyers, rest rooms, janitorial closets, electrical rooms, telephone rooms, mail room, and other similar facilities for the use or benefit of tenants in the Building, but including a proportionate part of the common areas allocated for such floor. The Parking area though part of the building is not part of the Net Rentable Area. No deductions from Net Rentable Area are made for columns or projections necessary to the building. The

usable square footage of the Premises is estimated to be [5,175] square feet, and the common area factor by which the usable area of the Premises is to be multiplied by to determine the Rentable Area of the Premises is [21.5%]. Accordingly, the Rentable Area of the Premises, shown in Exhibit "C", is hereby estimated to be [6,287] square feet (which is the estimated usable area of [5,175] plus [21.5%] multiplied by such usable area). Landlord and Tenant acknowledge that, at the execution of this Lease, the exact square footage of the Premises is approximate. Landlord and Tenant agree that at any time after Tenant takes possession of the Premises, Landlord may elect to determine the actual square footage of the Premises. In the event that any such remeasurement determines there is a deviation between the actual square footage of the Premises and the square footage of the Premises as set forth above of ten percent (10%) or more, and the determination is certified by an architect, this Lease shall be amended to reflect the actual square footage of the Premises and to adjust proportionately the Net Rentable Area, Base Rent, Tenant's proportionate share of Operating Expenses, and all other charges which are calculated based upon the square footage of the Premises. If the deviation is less than ten percent (10%), then Landlord may, at Landlord's sole option, elect to either adjust such charges proportionately, or to retain such charges and the Net Rentable Area of the Premises as they are set forth herein. Any underpayment of Rent resulting for any period due to any adjustment made pursuant to this Section shall be promptly paid by Tenant; and any overpayment of Rent resulting for any period due to any adjustment made pursuant to this Section shall be promptly refunded by Landlord.

c) In the event that the Premises, either under this lease as originally prepared or as a result of an amendment, addendum, or other modification in the future, consists of more than one space (for example, two suites, whether or not adjacent), all of the Premises (including all areas leased under this Lease, whether or not adjacent to each other) shall be deemed a single Premises, and any abandonment or holding over of any portion of the Premises shall be deemed an abandonment or holding over of all the Premises, including but not limited to for the purpose of assessing double rent under Article 40 of this Lease, without apportionment or peroration.

2. TERM.

a) This Lease shall commence on (i) the earlier to occur of: (i) ____ days following the Execution Date of the Lease, (ii) the date of Substantial Completion of the Tenant Improvements or (iii) the date upon which Tenant occupies the Premises for the purpose of conducting business therein ("Lease Commencement Date") and end on the last day of month [One Hundred Twenty (120)] following the Lease Commencement Date ("Lease Expiration Date"); said period referred to as the "Term"), unless sooner terminated or extended as provided herein. [Tenant shall have one (1) renewal option for an additional Five (5) year term at the greater of 104% of the last years rent or the then prevailing market rate by providing Landlord with written Notice no less than Nine (9) months prior to Lease Expiration Date.]

3. RENT.

a) Tenant agrees to pay to Landlord the total "Base Rent" for the Term of this Lease of: Six Hundred Sixteen Thousand Eight Hundred Eighty Five dollars and Seventy

Nine cents (\$616,885.79), plus all applicable taxes thereon, payable in advance in monthly installments, for each and every calendar month of the Term of this Lease, to **2600 Douglas Centre, LLC, 941 W. MORSE BLVD., SUITE 315, WINTER PARK, FLORIDA, 32789**, or elsewhere as designated from time to time by Landlord's written notice to Tenant. Landlord, upon execution of this Lease acknowledges payment (subject to collection of any check) to Landlord of the sum of: **\$4,281.75** Dollars, made payable to 2600 Douglas Centre, LLC, which includes any applicable taxes, representing payment of Base Rent for the first full calendar month of this Lease. The balance of the total Base Rent is payable in equal monthly installments, payable without demand, plus all applicable taxes, as specified above on the first day of each and every calendar month hereafter ensuing, the first of which shall be due and payable at **Rent Commencement**. All payments made by Tenant shall be applied to amounts payable by Tenant hereunder in such order as Landlord shall determine in its sole discretion. If Tenant's occupancy of the Premises commences on any day prior to the Lease Commencement Date, Tenant shall pay Landlord rent as provided for herein for such early occupancy on a pro-rata basis (such pro-ration to be based on the actual number of days in the early occupancy month), and the first month's Base Rent paid by Tenant, if any, upon execution of this Lease shall apply and be credited to the rent due for the first of the month of the Term. Rent for any partial month of occupancy at the end of the term of this Lease will be pro-rated, such pro-ration to be based on the actual number of days in the partial month.

b) The initial monthly installments of Base Rent has been computed by multiplying the initial "Base Rent Rate" of **\$33.00** times the Rentable Area and dividing the resulting product by twelve (12) and increasing by **Four Percent (4%)** annually. The Base Rent Rate and monthly installments of Base Rent shall be adjusted as follows:

REPLACE BELOW WITH EXCEL TABLE

Lease Period		Rate Per SF	Monthly Base Rent	Annual Base Rent
Year	Months			
1	1-12	33.00	4,281.75	51,381.00
2	13-24	34.32	4,453.02	53,436.24
3	25-36	35.69	4,631.14	55,573.69
4	37-48	37.12	4,816.39	57,796.64
5	49-60	38.61	5,009.04	60,108.50
6	61-72	40.15	5,209.40	62,512.84
7	73-84	41.76	5,417.78	65,013.36
8	85-96	43.43	5,634.49	67,613.89
9	97-108	45.16	5,859.87	70,318.45
10	109-120	46.97	6,094.27	73,131.18
Total				616,885.79

c) In addition to Base Rent and any Additional Rent (as defined in Paragraph 3 (d)) that may be due by reason of other articles in this Lease, Tenant shall and hereby agree to pay to Landlord each month a sum equal to any sales tax, tax on rent, and any other charges, taxes and/or impositions, now in existence or hereafter imposed, based upon the privilege of renting the Premises hereunder or upon the amount of rent collection thereof. Nothing herein shall

require Tenant to pay any part of any federal and/or state taxes on income imposed upon Landlord.

d) Notwithstanding anything to the contrary contained herein, so long as Tenant is not in default hereunder, Tenant's obligation to pay Base Rent otherwise due for the months one (1), thirteen (13), twenty five (25) and one hundred nine (109) (the "**Base Rent Abatement Period**") shall be abated. Subject to the provisions of this paragraph, the total amount of Base Rent abated during the Base Rent Abatement Period shall equal to SEVENTEEN THOUSAND TWENTY-THREE AND 36/100 DOLLARS (\$17,023.36) (the "**Abated Base Rent**"). If Landlord elects to terminate this Lease or Tenant's right to possession of the Premises due to a default by Tenant not cured during any applicable grace or curative period, then (i) the portion of the Abated Base Rent unamortized as of the date of such default (with the Abated Base Rent being deemed to have been amortized in equal monthly installments together with interest thereon at the rate of five percent (5%) per annum over the Lease Term) shall immediately become due and payable; and (ii) Tenant shall not be entitled to any further abatement of the Abated Base Rent pursuant to this paragraph. The payment by Tenant of the Abated Base Rent in the event of a default shall not limit or affect any of Landlord's other rights or remedies, in the event of a default by Tenant, pursuant to this Lease or at law or in equity.

e) Except for the sum or sums to be paid by Tenant to Landlord under Articles or Paragraphs 8, 11(b), 19, and 30(g), any and all sums other than Base Rent that may become due by Tenant to Landlord under this Lease, plus all applicable taxes thereon, shall be deemed "Additional Rent" under the provisions of this Lease and all remedies provided in this Lease and by law for non-payment of rent shall apply to non-payment of Additional Rent, including but not limited to Landlord's lien for rent. Unless otherwise provided in this Lease, all Additional Rent or other sums becoming due to Landlord shall be due and payable on the first day of the calendar month next following the incurring of same. As used in this Lease, the terms "rent" and "rents" shall include Base Rent and Additional Rent and other sums.

f) Tenant is required to make payments of Rent and all other payments to Landlord required by the Lease via Automated Clearing House Transfer ("ACH Payment"); in accordance with the terms and conditions of this Paragraph. Tenant shall, within fifteen (15) days of the date of this Lease, execute and deliver to Landlord a complete Authorization Agreement in the form set forth in Exhibit "I" attached hereto or on such other form as shall be reasonably requested by Landlord, together with a voided check for account verification, establishing arrangements whereby payments of the Rent and other funds are transferred by ACH Payment initiated by Landlord from an account established by Tenant at a financial institution approved by Landlord. Thereafter, Tenant shall continue to pay all rental and other obligations by ACH Payment initiated by Landlord unless otherwise directed by Landlord. Any denial or delay of a scheduled ACH Payment resulting from insufficient funds in the account Tenant designates for the ACH debit or any other delay resulting from Tenant's actions, subject to any cure period prescribed under this Lease, shall immediately and automatically be, a default of the Lease.

4. SECURITY DEPOSIT.

Landlord, upon execution of this Lease, acknowledges payment (subject to collection of any check to Landlord) of the sum of **Ten Thousand Eight Hundred Ten dollars and Ninety**

Two cents (\$10,810.92) as security deposit ("Security Deposit") made payable to 2600 Douglas Centre, LLC, which sum shall be retained by Landlord as security for the payment by Tenant of the Base Rent and Additional Rent herein agreed to be paid by Tenant and for the faithful performance by Tenant of the terms, provisions, covenants, and conditions of this Lease. It is agreed that Landlord, at Landlord's option, may, at the time of any default by Tenant under any of the terms, provisions, covenants, or conditions of this Lease, and without waiving any such default apply the Security Deposit or any part thereof towards the payment of the Base Rent and Additional Rent payable by Tenant under this Lease (in such event, Tenant will deposit with Landlord cash sufficient to restore the Security Deposit to its original amount within ten (10) days after notice), but such covenants and Tenant's liability under this Lease shall thereby be discharged only pro rata; that Tenant shall remain liable for any amounts that the Security Deposit shall be insufficient to pay; that Landlord may exhaust any or all rights and remedies against Tenant before resorting to the Security Deposit, but nothing contained herein shall require or be deemed to require Landlord to do so; that, in the event this Security Deposit shall not be utilized for any such purposes, then the Security Deposit shall be returned by Landlord to Tenant within thirty (30) days after the expiration or sooner termination of this Lease or determination and payment of any amount due under Article 6 of this Lease, whichever occurs later. Landlord shall have the right, if permitted by law, to co-mingle the funds representing the Security Deposit with other funds belonging to Landlord and shall not be required to pay Tenant any interest on the Security Deposit. If Landlord sells or otherwise conveys the Building, Landlord will deliver the Security Deposit or the unapplied portion thereof to the new owner. Tenant agrees that if Landlord turns over the Security Deposit or the unapplied portion thereof to the new owner, Tenant will look only to new owner and not to Landlord for its return upon expiration or sooner termination of this Lease. If Tenant assigns this Lease with the consent of Landlord, the Security Deposit will remain with Landlord for the benefit of the new tenant and will be returned to the new tenant upon the same terms and conditions as would have entitled Tenant to its return.

5. EQUIPMENT LIEN

In addition to the security deposit above, Tenant hereby agrees to pledge as security, the Tenant's property consisting of machinery, trade equipment, business and trade fixtures, refrigeration equipment, cabinetry, countertops, tables and chairs, and other trade equipment whether presently placed or installed or hereafter placed or installed at said Premises and including substitutions, accessions, additions and replacements thereof or thereto by Tenant, subtenants of Tenant or assignees of Tenant. All rent, reasonable expenses of retaking, holding, preparing for sale or lease, selling or otherwise disposing of Tenant's property, together with reasonable attorney's fees and court costs are secured by this agreement. Tenant represents and warrants that it is the owner of Tenant's property except for the security interest granted by this agreement. The term "Tenant's property" shall not include or be deemed to include any item now or hereinafter installed in the Premises that is an integral part of the Building including, without limiting the generality of the foregoing, heating plants and systems and air conditioning, electrical and plumbing fixtures, and other like equipment and fixtures. All such items now or hereafter installed in the Premises by Tenant, Landlord or Tenant's sub-Tenant or Tenant's assigned belong to the Landlord upon installation. At no time will the Landlord agree to sign a Waiver from any lending institution and/or finance company regarding its rights to the "Tenant's property". In ad-

dition to Landlord's lien pursuant to Chapter 83, Florida Statutes, Tenant hereby grants to and in favor of Landlord a security interest in Tenant's right, title and interest in and to Tenant's Property during the Term and authorizes Landlord to file and/or record any and all UCC Financing Statements and Amendments thereto as Landlord shall from time to time deem necessary in connection with such security interest. Tenant will keep Tenant's property in good condition and repair, reasonable wear and tear excepted. Tenant will permit Landlord and its agents to inspect Tenant's Property at any time without prior notice. Tenant shall be in default under this Lease if Tenant removes, replaces, or sells Tenant's property without the written consent of Landlord. In addition, to all of the remedies set forth in the Lease, Landlord shall have the option to remove and store Tenant's property at the expense of Tenant or sell the same on behalf of Tenant at public or private sale in such manner as is commercially reasonable, with any proceeds thereof to be first applied to the costs and expenses, including attorney's fees, of the storage and sale and the payment of any amounts owed by Tenant under this Lease, or (b) treat the same as abandoned property and remove and claim or dispose of the same in such manner as Landlord may elect, all at the expense of Tenant.

6. OPERATING EXPENSE ADJUSTMENT.

a) In the event that the cost to the Landlord for its share of the Operating Expenses (as defined in Paragraph 6(b)) of the Building, during any calendar year of the Term subsequent to the "**Base Year**" (which the parties hereto agree shall be calendar year **2020**) shall exceed the cost to the Landlord for its share of the Operating Expenses of the Building during the Base Year, then tenant shall pay to Landlord Tenant's proportionate share of the increase in such costs, if any, for each calendar year. The percentage of the increase in Operating Expenses to be paid by the Tenant shall be the percentage which the Rentable Area of the Premises (stipulated in Paragraph 1(b) to be **8,828** square feet) bears to the total Rentable Area **currently owned by the landlord** in the Building, which is hereby stipulated to be **188,478** rentable square feet. Based on the above, the Premises is **4.87%** of the total Rentable Area, and this percentage multiplied by the increase in the Landlord's Operating Expenses will determine the proportionate share of the increase in Operating Expenses to be paid by the Tenant ("Operating Expenses Adjustment"). The amount of Rentable Area owned by the Landlord may change from year to year in which event the amount of rentable square feet and the accompanying percentage for which Tenant is responsible will change. Landlord shall notice Tenant if there is any change in their percentage responsibility. There will be no reduction in Base Rent or any negative Operating Expense Adjustment if the Operating Expenses for the Base Year are higher than the Operating Expenses for a subsequent year **[Insert Cap information here, if negotiated]**

b) The term "Operating Expenses" as used herein shall include all expenses, costs, and disbursement of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership and/or operation of the Building, computed on the accrual basis, except as provided in Paragraph 6(b) (viii), Operating Expenses shall not include the replacement of capital investment items and new capital improvements. By way of explanation and clarification, but not by way of limitation, these Operating Expenses will include the following:

(i) Wages and salaries of all employees engaged in operation and maintenance of the Building regardless of such employees' employer; social security taxes, unemployment taxes, or insurance, and any other taxes which may be levied on such wages and salaries; the cost of disability and hospitalization insurance, pension or retirement benefits, and any other fringe benefits for such employees.

(ii) All supplies, materials, and uniforms used in operation and maintenance of the Building.

(iii) Cost of utilities including electricity, fuel oil, gas, sewer and water, waste recycling, and solid waste collection service used by the Building and not charged directly to another tenant.

(iv) Cost of customary Building management, including management fees, the costs of operation of the management office, fair market rent of the Building management office whether or not it is located in the Building, and legal, consulting, engineering and other professional fees; cleaning services; trash and garbage removal; servicing, maintenance and repairs of all structures, systems and equipment, but not limited to, elevators, plumbing, heating, air-conditioning, ventilation, lighting, electrical, security, fire alarms, fire pumps, fire extinguishers, fire sprinklers, hose cabinets, mail chute, and lawn sprinklers; guard service; painting; caulking; keys and locks; pressure or steam cleaning of Building exterior; roof repairs; window cleaning; extermination; operation, maintenance, and repair of the Parking Area, and Landscaping and gardening.

(v) Cost of casualty (including all hazard, flood, and windstorm coverage) and liability insurance applicable to the Building and Landlord's personal property used in connection therewith.

(vi) All taxes, assessments, and governmental charges of any kind, whether real or personal, whether federal, state, county, or municipal, and whether they be by taxing districts or otherwise, and any other taxes and assessment or impositions of any kind attributable to the Building or its operation excluding, however, federal and state taxes on income. In addition, Tenant shall be directly responsible for taxes on its personal property or any special leasehold improvements not standard to the Building, all as provided in Article 19.

(vii) All charges assessed against the Building or against the underlying land by any property owner's association common to the area or subdivision.

(viii) Accounting, auditors', and tax return preparation fees for public accounting incident to the operation, maintenance, and management of the Building, plus the central office accounting costs of the managing agent of the Building and/or the Landlord allocable to the Building.

c) A statement of the Operating Expenses for the Base Year will be rendered to the Tenant within ninety (90) days after the close of the Base Year. Landlord agrees to maintain accounting books and records reflecting Operating Expenses of the Building accordance with the

tax basis method of accounting and Tenant shall the right to inspect Landlord's books and records showing the Operating Expenses for the Base Year. The statement of the Operating Expenses for the Base Year shall be deemed approved unless protested in writing within fifteen (15) days receipt by Tenant.

d) In the event the Operating Expenses in any year after the Base Year are reduced, because of a capital improvement or by the use of automation and/or new technology, then the Operating Expenses for the Base Year shall be reduced for the purpose of determining the Operating Expense Adjustment as though such improvement, automation, or new technology was in effect during the Base Year.

e) The intent of this article is to compensate the Landlord for increases in Operating Expenses, excluding increases in Operating Expenses caused by an increase in occupancy. Therefore, in the event the Building is less than 90% occupied during any month of the Base Year or any subsequent calendar year, the Operating Expenses shall be adjusted so as to reflect the Operating Expenses of the Building as though 90% occupied during such month and the computation of increase shall be based upon such adjusted costs.

f) Landlord shall, within ninety (90) days after the close of any calendar year for which the Operating Expense Adjustment is due under the provisions of this Article 6, given a written statement to Tenant showing computations for the Operating Expense Adjustment due, except that Landlord may, at Landlord's option, give Tenant a written statement showing the computation of any Operating Expenses Adjustment due by reason of an increase in the Operating Expenses referred to in this Article 6, within thirty (30) days after receipt by Landlord of tax or assessment statements enabling Landlord to determine the amount of the Operating Expenses Adjustment attributable to or resulting there from. Tenant, at Tenant's expense, shall have the right no more frequently than once in each calendar year, upon reasonable advance notice, during normal business hours of the management office of Landlord, to inspect those of Landlord's books and records that show the Operating Expenses for such calendar year. The annual statement of Operating Expenses or other statement shall be deemed approved unless protested in writing within fifteen (15) days after receipt by Tenant. Tenant shall make full payment of the Operating Expense Adjustment to Landlord within thirty (30) days after receipt of the statement of Operating Expenses.

g) The Operating Expense Adjustment due by reason of the provisions of this Article 6 for the final months of this Lease is due and payable even though it may not be calculated until subsequent to the expiration or sooner termination of this Lease; the Operating Expenses for the calendar year that this Lease was actually in effect ("Final Year Operating Expense Adjustment"). Landlord will make this calculation within thirty (30) days after the termination date of this Lease based on year-to-date Operating Expenses, and any Operating Expense Adjustment due to Landlord as a result of such calculation shall be paid by Tenant within ten (10) days of receiving an invoice. Notwithstanding the previous sentence, in the event that actual Operating Expense Adjustment calculated in Paragraph 6(f) pro-rated according to that portion of said calendar year that this Lease was actually in effect is 10% more than Final Year Operating Expense Adjustment, then Landlord shall have the right to adjust the Final Year Operating Adjustment, which such calculation shall be made within ninety (90) days after the close of the

calendar year following the expiration or sooner termination of this lease; and such adjustment shall be due within ten (10) days of receiving an invoice. Tenant expressly agrees that Landlord, at Landlord's sole discretion, may apply the Security Deposit specified in Article 4, if any, in full or partial satisfaction of any Operating Expense Adjustment due for the final months of this Lease by reason of the provisions of this Article 6. If the Security Deposit is greater than the amount of the Operating Expenses Adjustment and there are no other sums owed Landlord by tenant, by reason of any other terms, provisions, covenants, or conditions of this Lease, then Landlord shall refund the balance of the Security Deposit to Tenant as provided in Article 4. Nothing herein contained shall be construed to relieve Tenant, or imply that Tenant is relieved of the liability for, or the obligation to pay, any Operating Expense Adjustment due for the final months of this Lease by reason of the provisions of this Article 6 if the Security Deposit is less than the Operating Expense Adjustment, nor shall Landlord be required to first apply the Security Deposit to the Operating Expense Adjustment if there are any other sums owed Landlord by Tenant by reason of any other terms, provisions, covenants, or conditions of this Lease.

h) Independent of the Operating Expense Adjustment regarding increased Operating Expenses in the prior year, Tenant shall pay to Landlord, the greater of: (i) the amount of the Operating Expenses Adjustment for the prior year as determined above or (ii) Tenant's proportionate share as provided in Paragraph 6(a) of any projected increase in the Operating Expenses over the Base Year as shown in the budget of Operating Expenses for the current year which may be provided in Landlord's sole discretion, but based on a good faith estimate of anticipated Operating Expenses for the current year, and the amount of such increase shall be divided into equal monthly installments provided over the remainder of the calendar year and paid concurrently with the regular monthly installments of Base Rent and Additional Rent due following the receipt of a statement setting forth the amount determined by (i) or (ii) of this Paragraph 6(h) ("Current Year's Adjustment")

i) If following any year, it is determined that the current Year's Adjustment paid by the tenant for the preceding year exceeds the Operating Expense Adjustment actually determined for the year as to which the Current Year's Adjustment was paid, then such overpayment made by the Tenant shall be credited toward the next monthly installment(s) of the Current Year's Adjustment due. Solely as an example, if the current Year's Adjustment paid by Tenant for the calendar year 20X1 was \$1,400, and the Operating Expense Adjustment for the calendar year 20X1 was determined during the calendar year 20X2 to be \$1,200, the resulting overpayment of \$200 respecting Operating Expenses for the calendar year 20X1 would be credited towards the next monthly installment(s) of the Current Year's Adjustment due for the calendar year 20X2 after Landlord gives Tenant the statement setting forth the amounts of the Operating Expense Adjustment for 20X1 and the Current Year's Adjustment to be paid during 20X2.

7. LATE CHARGE, INTEREST AND DISHONORED CHECK CHARGE.

a) If Tenant shall fail to pay any Base Rent or Additional Rent within five (5) days of due date, Tenant shall be obligated to pay a fee ("Late Charge") equal to 5% of the past due amount, to reimburse Landlord for its administrative costs, and not as penalty. It is agreed that the Late Charge is a fair and reasonable charge under the circumstances and shall not be

construed as interest. In the event any charge imposed hereunder or under any other provision of this Lease is either stated to be construed as interest, then no such interest charge shall be calculated at a rate which is higher than the maximum rate which is allowed under the usury laws of the State of Florida, which maximum rate of interest shall be substituted for the rate in excess thereof, if any, computed pursuant to this Lease.

b) Tenant will also pay to Landlord, on demand, interest at the highest rate permitted by applicable law, on all monthly installments of Base Rent and Additional Rent more than thirty (30) days delinquent, in each case from the date due until paid in full. The provisions herein for a Late Charge and interest shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder or to relieve Tenant of its obligation to pay all such sums at the time or times herein stipulated. Notwithstanding the imposition of such Late Charge and interest pursuant to this Article 7, Tenant shall be in default under this Lease if any and all payments required to be made by Tenant are not made at the time herein stipulated, and neither the demand for nor collection by Landlord of such Late Charge and/or interest shall be construed as a cure for such default on the part of Tenant.

c) If any check delivered by Tenant is dishonored by Tenant's bank, the amount due shall be automatically deemed a late payment and treated accordingly as set forth herein. In addition thereto, for each dishonored check Tenant shall pay to Landlord a service charge covering administrative expenses as provided in section 68.065(3), Florida Statutes, as same may be amended from time to time. If during the term of this Lease more than one (1) of Tenant's checks are dishonored, then Landlord, in Landlord's sole discretion, may require all future Base rent and Additional rent of Tenant to be paid by cashier's check or money order only. Tenant shall also pay to Landlord any applicable sales or use tax on the charges levied under this Article 7. No right contained in this Paragraph 7(c) shall be construed as a waiver of Landlord's rights in the event of default, as otherwise provided in this Lease.

8. IMPROVEMENTS BY LANDLORD.

a) Tenant acknowledges that the Premises have been previously built-out. However, Landlord will make Premises ready for Tenant's occupancy by performing certain work and/or constructing certain improvements to the Premises substantially in accordance with the description thereof contained on Exhibit "D" attached to this Lease ("Landlord's Work").

x The Landlord will provide an allowance of **\$77,850 (calculated as \$50.00 per rentable square foot, or as $\$50.00 \times 1,557 = \$77,850$)** for Landlord's Work at the Premises. In the event the cost of Landlord's Work at the Premises exceeds Landlord's allowance for same, the cost in excess of said allowance will be paid by Tenant within ten (10) days of receiving an invoice. In the event Tenant requests subsequent to the execution of this Lease, additional improvements to the Premises (which are approved by Landlord), not contained in Exhibit "D", the cost in excess of said allowance will be paid by Tenant within ten (10) days of receiving an invoice. OR

- ☐ ~~The Landlord will perform the Landlord's Work contained on Exhibit "D" at Landlord's and Tenant's shared expense. All work performed utilizing "Building Standard Improvements" will be paid by Landlord. Tenant shall be responsible for the cost of all modifications and finishes that are above and beyond "Building Standard Improvements", to be amortized through the life of the lease at an 8% interest rate. In the event Tenant requests subsequent to the execution of this Lease, additional improvements to the Premises (which are approved by Landlord), not contained in Exhibit "D", the cost will be paid by Tenant within ten (10) days of receiving an invoice.~~

b) Landlords Work at the Premises shall be performed utilizing "Building Standard Improvements" as determined by Landlord from time to time. All Landlord's Work made at the Premises shall be the property of the Landlord during the Term of the Lease and shall remain the property of the Landlord upon expiration or sooner termination of this Lease.

c) Landlord will use reasonable diligence to complete Landlord's Work on or before N/A, provided Tenant has duly executed and delivered this Lease to Landlord prior to N/A.

d) There shall be no delay in the commencement of the Term or payment of rent where (i) Tenant fails to occupy the Premises when same are ready for occupancy, or (ii) where Tenant causes a delay in preparing the Premises for occupancy by failing to timely approve the plans and specifications as provided above or fails to make other decisions necessary for preparation of the Premises for occupancy. For purposes of this Article 8, the Premises shall be deemed completed and ready for occupancy by Tenant when a temporary or permanent certificate of occupancy or the equivalent is issued respecting the Premises, if one is required by the nature of Landlord's Work, or if a certificate of occupancy or the equivalent is not required, when Landlord notifies Tenant in writing that Landlord's Work has been substantially completed to as to permit Tenant to occupy the Premises for the Premises for the purpose provided in this Lease.

e) Tenant agrees to meet on the Premises with Landlord (or Landlord's representative and Landlord's broker) on a date that is mutually agreed on but in no event less than 3 days after Tenant has received notification from Landlord that the premises are substantially complete (or a temporary certificate of occupancy or completion has been issued, if the Landlord's work was permitted), and the parties shall do a walkthrough of the Premises and a punch list will be prepared and attached to a "Rent Commencement Certificate" (the form of which is substantially in the form attached hereto as Exhibit "I") and Tenant shall sign and deliver attached Rent Commencement Certificate completed and signed prior to occupying Premises and delivery of the keys to Tenant.

9. DELAY OF POSSESSION.

a) In the event the Premises should not be ready for occupancy by the Lease Commencement Date, for any reason, Landlord shall not be liable or responsible for any claims,

damages, or liabilities in connection therewith or by reason thereof, and the Term shall commence at the time that the Premises are ready for occupancy by Tenant, as agreed upon by Landlord and Tenant or as certified by Landlord's Architect in the absence of such agreement. Should the Term commence on a date other than that specified in Article 2 for any reason, Landlord and Tenant will, at the written request of either, execute an addendum specifying the beginning date of the Term, *i.e.*, the revised Lease Commencement Date. In such event, rent under this Lease shall not commence until said revised Lease Commencement Date, and the stated Term in this Lease shall thereupon commence, and the Lease Expiration Date shall be extended so as to give effect to the full stated Term. No other term, provision, covenant, or condition of this lease shall be modified.

b) If the Landlord is unable to give possession of the Premises on the Lease Commencement Date by reason of the holding over of any prior tenant or tenants or for any other reason, an abatement or diminution of the rent to be paid hereunder shall be allowed Tenant under such circumstances, and the agreed Lease Expiration Date shall be extended to give effect to the full stated Term, and said abatement in rent shall be the full extent to Landlord's liability to Tenant for any loss or damage to Tenant on account of said delay in obtaining possession of the Premises..

10. PRIOR OCCUPANCY.

If Tenant, with Landlord's consent, shall occupy the Premises prior to the Lease Commencement Date specified in Article 2, all terms, provisions, covenants, and conditions of this Lease shall be in full force and effect commencing upon such occupancy, and rent for such period shall be paid by Tenant at the same rate herein specified, prorated as provided in Paragraph 3(a).

11. REPAIRS.

a) By taking possession of the Premises, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition, and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair, and replace any and all broken glass or other damaged personal property caused by Tenant, its officers, directors, shareholders, employees, agents, invitees, servants, licensees, visitors, guests, patrons, or customers, in and about the Building, damage thereto from causes beyond the reasonable control of Tenant and ordinary wear and tear excepted. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, ordinary wear and damage from causes beyond the reasonable control of Tenant accepted. Except as specifically provided in another article or addendum to this Lease, Landlord shall have no obligation whatsoever to alter, remodel, improve, repair, decorate, or paint the Premises, the Building, or any part of either, and the parties hereto affirm that Landlord has made no representations to Tenant respecting the condition of the Premises or the Building except as specifically herein set forth. Tenant is responsible for the maintenance and repair of any and all toilets, urinals, sinks, water fountains, window coverings, and other apparatus within the Premises, and the expense of any breakage, stoppage, or damage from same shall be paid by Tenant within ten (10) days of receiving an invoice.

b) Notwithstanding the above provisions, Landlord shall repair and maintain the structural portions of the Building, including the basic plumbing, air conditioning, heating, and electrical systems, installed or furnished by Landlord, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault, or omission of any duty by the Tenant, its officers, directors, shareholders, employees, agents, invitees, servants, licensees, visitors, guests, patrons, or customers, in which case Tenant shall pay to Landlord the reasonable cost of such maintenance and repairs within ten (10) days of receiving an invoice. Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. There shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of or failure to make any repairs, alterations, or improvements in or to any portion of the Building, or the Premises, or in or to fixtures, appurtenances, and equipment therein. Tenant waives the right to make repairs at Landlord's expense under law, statute, or ordinance now or hereafter in effect.

12. ALTERATIONS AND ADDITIONS.

a) Tenant shall not make or suffer to be made any alterations, additions, or improvements to or of the Premises or any part thereof without the prior written consent of Landlord. In the event Landlord consents to the making of any alterations, additions, or improvements to or of the Premises or any part thereof by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense, and any contractor or person selected by Tenant to make the same must first be approved of in writing by the Landlord.

b) Any alterations, additions, or improvements that Tenant shall make to or of the Premises or any part thereof with the consent of Landlord shall: (i) be performed in conformity with all applicable building codes; (ii) be performed with permits from the applicable building official where applicable; (iii) be performed in a workmanlike manner with only new materials of first-rate quality; (iv) use only Underwriters Laboratories listed and properly fire-rated wiring and cabling; (v) involve no drilling into concrete slabs, columns, or beams; and (vi) only be performed by contractors approved by Landlord (which approval shall not be reasonably withheld). Tenant shall be responsible for any incidental damage caused by Tenant's alterations, additions, or improvements, and including, but not limited to trash, excess noise, and vibrations. Tenant shall reimburse Landlord within ten (10) days of receiving an invoice for the cost of Landlord's engineer used to verify that no damage will be or has been made to the structural, electrical, mechanical, and plumbing systems of the Building.

c) Prior to commencement of any work authorized by this Article 12, Tenant or Tenant's contractor(s) and subcontractor(s) shall provide to Landlord certificates of paid-up insurance satisfactory to Landlord as provided in Paragraph 24(c). Tenant will also maintain or cause Tenant's contractor(s) and subcontractor(s) to maintain during all construction, workers' compensation insurance with not less than the minimum statutory limits of coverage.

d) Any alterations, additions, or improvements that Tenant shall make to or of the Premises, including, but not limited to, carpeting, wall covering, paneling, built-in cabinet work, lighting, electrical work, any wiring or cabling (whether it be for telephone, computer, CATV, or other purposes), plumbing, and built in furniture, but excepting moveable furniture, movable equipment, and movable trade fixtures, shall on the expiration or sooner termination of this Lease become a part of the realty and belong to the Landlord without compensation, allowance, or credit to Tenant, and shall be surrendered with the Premises. Upon the expiration or sooner termination of this Lease, Tenant shall, upon written demand by Landlord, given thirty (30) days within the end of the Term, at Tenant's sole cost and expense, forthwith and with all due diligence remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence at its sole cost and expense, repair any damage to the Premises caused by such removal.

e) It is further agreed that this Lease is made by the Landlord and accepted by the Tenant with the distinct understanding and agreement that the Landlord shall have the right and privilege to make and build additions to the Building of which the Premises are a part, and make such alterations, improvements, and repairs to the Building as it may deem wise and advisable without any liability to the Tenant therefore.

f) It is further agreed that should Tenant by its actions or the actions of its agents or guests, negligently or otherwise cause damage to certain wood panels installed in the common areas of the Building, Tenant shall pay damages to Landlord for each panel damaged representing the replacement cost should matching panels be available. Should matching panels not be available, Tenant shall pay Landlord the replacement cost of all panels.

13. LIENS.

a) The Tenant shall not have any authority to create, and Tenant agrees that it shall not take any action to permit or create, any liens for labor or material on the Landlord's interest in the Premises and all persons contracting with the Tenant for the destruction or removal of any facilities or other improvements or for the erection, installation, alteration, or repair of any facilities or other improvements on or about the Premises, and all contractors, subcontractors, sub-subcontractors, laborers, material men, and persons rendering professional services, are hereby charged with notice that they must look only to the tenant and to the Tenant's interests in the Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Tenant.

b) Tenant further agrees that Tenant will pay all liens of contractors, subcontractors, sub-subcontractors, laborers, material men, and persons rendering professional services, and other items of like character, and will indemnify and hold harmless Landlord against all expenses, costs, and charges, including bond premiums for release of lien and reasonable attorneys' and paraprofessional fees and costs paid or incurred (regardless of whether they have been paid) by Landlord in and about the defense of any suit (both at the trial and appellate levels) to discharge the Premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Tenant, whether well or un-founded. In the event any such lien shall be made or filed, Tenant shall bond against or discharge the same with ten (10) days after the same has been

made or filed. Should any such lien not be discharged or bonded off within such 10 day period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to cause the same to be discharged (including the advancement of monies for such purpose). Any monies advanced or costs incurred by Landlord for any of the aforesaid purposes shall be paid by Tenant to Landlord on demand as Additional Rent. Should a Notice of Commencement be filed in the public records for work by or on behalf of Tenant, the Legal Description shall specifically be limited to Tenant's leasehold interest in the Premises, and then Tenant shall be responsible for having a corresponding Notice of Termination timely recorded in the county which the Property is located upon the completion of such work.

14. SERVICES.

a) Landlord will furnish the following services to Tenant:

(i) Cleaning services, deemed by Landlord to be normal and usual in an office building, on Monday through Friday, except on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day ("Legal Holidays"). Shampooing and replacement of carpet as requested by Tenant shall be at Tenant's expense.

(ii) Automatically operated elevator service, public stairs, electrical current for lighting, incidentals, and normal office use, and water at those points of supply provided for general use of its tenants at all times.

(iii) Air conditioning on Monday through Friday from 7:00 A.M. to 7:00 P.M., and on Saturdays from 8:00 A.M. to 1:00 P.M., except on Legal Holidays, at such temperatures and in such amounts that are considered by Landlord to be standard or as required by governmental authority. The HVAC air distribution system and control system will remain under the control of Landlord, who will regulate the systems' setting and adjustment. Tenant agrees that Landlord will have complete control over the setting and regulation of all air distribution, vents, and dampers so as to provide comfortable working conditions.

(iv) All building standard fluorescent and incandescent bulb replacement in the Premises and fluorescent bulb replacement in the Common Areas and Service Areas.

(v) Repair and maintenance of the structural portions of the Building as provided in Paragraph 11(b).

b) Landlord may (but shall not be obligated to) supply the services described in Paragraph 14(a)(iii), hereinafter "excess AC", at times other than those specified above, upon receipt of a written request from the Tenant at least 24 hours in advance of the time such services are to be provided. If, upon request of Tenant, its officers, agents, or employees, such services are provided to the Premises at times other than specified in Paragraph 14(a) (iii), or of a level in excess of those described above, Tenant shall pay Landlord and in addition with its next payment of Base Rent, the cost of those services provided, based upon Landlord's schedule of rates in effect at the time such services are furnished (\$50.00) per hour at the time of execution of this

lease). Landlord shall not be required to supply the above-described services, other than those specified in Paragraph 14(a)(ii) and (iii) excluding excess AC, during any period in which tenant is in default under this Lease.

c) Tenant will not, without written consent of Landlord, use any apparatus or device in the Premises, including, but without limitation thereto, machines using in excess of 120 volts, which will in any way increase the amount of electricity usually furnished or supplied for the use of the Premises as general office space; nor connect with electric current except through existing electrical outlets in the Premises, any apparatus or device for the purpose of using electric current. If Tenant shall require water or electric current in excess of that usually furnished or supplied for the use of the Premises as general office space Tenant shall first procure the written consent of Landlord, which Landlord may, at its option refuse, to the use of such excess water or electric current and Landlord may cause a water meter and/or electric current meter to be installed in the Premises, so as to measure the amount of water and /or electric current consumed for any such use. The cost of any such meters and/or installation, maintenance, and repair thereof shall be paid for by the Tenant, and Tenant agrees to pay to Landlord promptly upon demand therefore by Landlord for all such water and/or electric current consumed as shown by said meters, at the rates charged for such services by local public utility furnishing the same, plus an administrative charge of five percent (5%) to defray the additional expense paid or incurred(regardless of whether they have been paid) in keeping account of the water and/ or electric current so consumed. If separate meters are not installed, the cost for such excess and/ or electrical current will be established by an estimate made by Landlord.

d) Wherever heat generating machines or equipment are used in the Premises which affect the temperature otherwise maintained by the Building's air conditioning system, Landlord reserves the right to install supplementary air conditioning units in the Premises and the cost thereof, including the cost of installation, and the cost of operation, maintenance, and repair thereof shall be paid by Tenant to Landlord upon demand by Landlord.

e) Landlord will not be responsible for interruption of such services caused by repairs, renewals, improvements, changes of service, alterations, strikes, lockouts, labor controversies, inability to obtain fuel or power, accidents, breakdowns, catastrophes, national or local emergencies, acts of God, and conditions and causes beyond the control of the Landlord and upon such happenings, no claim for damages or abatement of rent for failure to furnish any such services shall be made by the Tenant or allowed by the Landlord.

15. PARKING.

a) Tenant shall at all times during the Term of this Lease be entitled to **three (3)** permits ("Parking Permits") granting the Tenant the right to park **four** automobiles in the parking lot(s) and/or parking garage ("Parking Area") designated by Landlord proximate to the Building. Landlord will issue to Tenant Parking Permits, each of which will authorize parking, in designated Parking Area, of an automobile on which the sticker, card, or tag accompanying the permit is displayed or used, or Landlord will provide a reasonable alternative means of identifying and controlling automobiles authorized to be parked in the Parking Area. Landlord

shall not be liable for any damage of any nature whatsoever to, or any theft of automobiles or other vehicles or the contents thereof, while in or about the Parking Area.

b) Tenant covenants and agrees to pay Landlord during the Term the sum of **one hundred ten dollars (\$110.00)** (plus any applicable taxes) per permit per month for each Parking Permit requested by Tenant as a “Parking Permit Fee”. The Parking Permit Fee is to be payable monthly in advance on the first day of each and every calendar month during the term, and a pro rata portion of such sum shall be payable for any partial calendar month. The Parking Permit Fee shall be adjusted according to the rent increases in Paragraph 3(b), and each such adjustment in the Parking Permit Fee shall be to the “standard” Parking Permit Fee then in effect. Tenant shall have the right to cancel any or all of its Parking Permits herein granted upon thirty (30) days written notice to Landlord. Tenant shall not be required to pay for any Parking Permits not requested by Tenant.

c) Landlord may in its absolute discretion make available to Tenant or withdraw from Tenant such “Additional Parking Permits” on a month-to-month basis as tenant may wish to accept for the then-applicable “as-available” Parking Permit Fee, provided that nothing in this paragraph shall permit Landlord to reduce the number of Parking Permits authorized in Paragraph 15(a). These Additional Parking Permits shall be non-exclusive and not reserved as to any specific parking space.

d) Landlord makes no representations, warranties or covenants respecting the availability or pricing of visitor parking, and any visitor parking currently or hereafter provided may be reduced or eliminated in Landlord’s absolute discretion at any time and from time to time. Tenant’s employees will not be permitted to park in the designated visitor Parking Area and Tenant will use reasonable efforts to enforce this provision.

16. LIMITED SECURITY.

Landlord shall have no responsibility to supply any security guard or security services or systems, whether or not Landlord is supplying security guard or security services or systems at the time of execution of this Lease, and Landlord shall have no responsibility or liability to Tenant or any other person for any personal injuries, loss of life, or loss of or damage to property or business arising out of the criminal acts of any third parties regardless of any notice to Landlord of previous criminal acts at or in the vicinity of the Building. However, in the event the Landlord elects at its sole option to provide security guard or security services or systems, including but not limited to the operation of an information or security desk in the lobby of the Building or elsewhere, (i) Landlord may terminate such security guard or security services or systems at any time without any liability to Tenant to any other person without any credit to Tenant or reduction in Base Rent or any payable by Tenant to Landlord under this Lease; (ii) the cost of such security guard or security services or systems, if and only incurred, shall be deemed an Operating Expense as defined in Paragraph 6(b); (iii) Landlord shall not be deemed to assume any responsibility or liability whatsoever by the furnishing of such security guard or security services or systems; and (iv) Landlord shall not be liable to Tenant or to any other person for personal injuries, loss of life, or loss of or damage to property or business caused or alleged to have been caused by any supplying, failure to supply, or misfeasance, nonfeasance, or

malfeasance of any security guard or security services or systems, including but not limited to negligence by Landlord or its management agent in respect to the hiring or supervision of such security guard or security services or systems, whether Landlord employs an independent contractor to supply such security guard and security services or systems or does so by use of Landlord's own employees or Landlord's management agent's own employees.

17. QUIET POSSESSION.

Upon payment by Tenant of the rent herein provided, and upon the observance and performance of all terms, provisions, covenants, and conditions on Tenant's part to be observed and performed, Tenant may, subject to all of the terms, provisions, covenants, and conditions of this Lease, peaceably and quietly hold and enjoy the Premises and use the Common Areas in common with others for the Term.

18. PAYMENT.

All payments of Base Rent and Additional Rent shall be made in lawful money of the United States of America drawn upon a United States office of a financial institution licensed by the United States or a state thereof, without any offset, or deduction whatsoever.

19. PERSONAL PROPERTY TAXES.

Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed, and which become payable during the term of this Lease upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and personal property located in the Premises; except that which has been paid for by Landlord and is the standard of the Building. In the event any or all of the tenant's leasehold improvements, equipment, furniture, fixtures, and personal property shall be assessed and taxed with the Building or if Landlord is taxed for any of them, Tenant shall pay to Landlord its share of such taxes within ten (10) days of receiving an invoice.

20. USE.

a) Tenant shall use the Premises for general office use and shall not use or permit the Premises to be used for any other purpose without the written consent of Landlord.

b) Tenant shall be responsible to procure and to maintain in good standing all county and city occupational and other licenses and permits required in order to operate its business at the Premises, and will, upon Landlord's request, provide copies of same to Landlord.

c) Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause cancellation of any insurance policy covering the Building or any part thereof, or any of its contents. Tenant shall not do or cause anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them or

use or allow the Premises to be used for any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

21. LANDLORD'S INSURANCE.

If the Landlord's insurance premiums exceed the standard premium rates because the nature of Tenant's operation results in extra-hazardous exposure, then Tenant shall, within ten (10) days of receiving an invoice, reimburse Landlord for such increase in premiums.

During the term of this Lease, the proceeds from any such policy or policies of insurance shall be used for the repair or replacement of the property and equipment so insured. Landlord will not carry insurance on Tenant's property. Tenant shall furnish Landlord with a certificate of all insurance policies required by this Lease evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord no later than ten (10) days before the commencement of the Lease Term. Renewals of such policies shall be deposited with the Landlord no later than ten (10) days prior to the expiration of the terms of such coverage. If the Tenant fails to comply with such requirement, the Landlord may, but shall not be obligated to, obtain such insurance, and keep the same in effect, and Tenant shall pay Landlord the premium costs thereof upon demand.

22. SUBROGATION.

Neither Landlord nor Tenant shall be liable (by way of subrogation or otherwise) to the other party (or to any insurance company insuring the other party) for any loss or damage to any of the property of Landlord or Tenant, as the case may be, with respect to their respective property, the Building, the Property or the Premises or any addition or improvements thereto, or any contents therein, to the extent covered by insurance carried or required to be carried by a party hereto. Landlord and Tenant shall give each insurance company which issues policies of insurance, with respect to the items covered by this waiver, and shall have such insurance policies properly endorsed, if necessary, to prevent the invalidation of any of the coverage provided by such insurance policies by reason of such mutual waiver. For the purpose of the foregoing waiver, the amount of any deductible applicable to any loss or damage shall be deemed covered by, and recoverable by the insured under the insurance policy to which such deductible relates.

23. INDEMNIFY LANDLORD.

a) In consideration of the Premises being leased to Tenant for the above rent, Tenant agrees that Tenant, at all times, will indemnify and hold harmless Landlord (including its officers, directors, employees and agents) from all losses, damages, liabilities, and expenses that may arise or be claimed against Landlord, including reasonable attorney's and paraprofessional fees and costs incurred or paid by Landlord in defense of claims in respect thereto, and be in favor of any person, or any injuries or damages to the person or property of any person, consequent upon or arising from the use or occupancy of the Premises by Tenant, or consequent upon or arising from any acts, omissions, neglects, or faults of Tenant, its officers, directors, shareholders, employees, agents, invitees, servants, licensees, visitors, guests, patrons, or

customers or consequent upon or arising from Tenant's failure to comply with any laws, statutes, ordinances, codes, or regulations as herein provided; that Landlord shall not be liable to Tenant for any damages, losses, or injuries to the person or property of Tenant or of any other person which may be caused by the acts, omissions, neglect, or faults of any person, whether well or unfounded, except when such injury, loss, or damage results from negligence of Landlord, its officers, directors, employees, or agents. All personal property placed or moved into the Premises or Building shall be at the risk of Tenant or of the owner thereof, and Landlord shall not be liable to Tenant or any other person for any loss or damage to said personal property.

b) In case Landlord shall be made a party to any litigation commenced against Tenant, then Tenant shall protect and hold Landlord harmless and shall promptly pay all costs, expenses, and reasonable attorney's and paraprofessional fees and costs incurred or paid by Landlord in connection with such litigation.

c) Notwithstanding any contrary provision of this Lease, Tenant will look solely (to the extent insurance coverage is not applicable or available) to the interest of Landlord (or its successor as Landlord hereunder) in the Building (and not to Landlord's other assets) for the satisfaction of any judgment or other judicial process requiring the payment of money as a result of any negligence or breach of this Lease by Landlord, its subsidiaries, parents, partners (if applicable), officers, directors, shareholders, employees, agents, beneficial owners, and/or others affiliated or in any way related to Landlord. If the Landlord herein is a partnership, or if any successor to Landlord who becomes the Landlord under this Lease is a partnership, it is understood and agreed that any claims by Tenant on Landlord shall be limited to the partnership's interest in the Building (and not to the partnership's other assets), and furthermore, Tenant expressly waives any and all rights to proceed against the individual partners or the officers, directors, shareholders, or employees of any corporate partner.

24. TENANT'S INSURANCE COVERAGE.

a) Tenant agrees that, at all times during the Term (as well as prior and subsequent thereto if Tenant or any of Tenant's agents should then use or occupy the Premises or any part thereof), it will keep in force, with an insurance company licensed to do business in the State of Florida and acceptable to Landlord:

- 1) **Commercial General Liability** which insures against claims for bodily injury, personal injury, advertising injury, and property damage based upon, involving, or arising out of the use, occupancy, or maintenance of the Premises with limits not less than \$2,000,000 per occurrence and \$2,000,000 aggregate. Any general aggregate limit will apply on a per location basis. Such insurance will name Landlord; its trustees and beneficiaries; Landlord's Mortgagees; and Landlord's advisor and managing agent; and their respective officers, directors, agents, and employees; as additional insured. This coverage must include contractual liability, broad form property damage liability, and must contain an exception to any pollution exclusion which insures damage or injury arising out of heat, smoke, or fumes from a hostile fire. Such insurance must be written on an occurrence basis.

Liability insurance maintained by Tenant will be primary coverage without right of contribution by any similar insurance that may be maintained by Landlord.

- 2) **Property** - covering Special Causes of Loss, including but not limited, wind including named windstorm on all tenant's personal property, including any improvement and betterments, tools, equipment or of any other property of Tenant, at any time situated upon the Premises for the full replacement cost thereof. Tenant will use the proceeds from such insurance for the replacement of such property. Landlord will be named as loss payee as respects its interest in all improvements.
 - 3) **Business Income** (rents) with limits at least equal to the rental value of the premises for at least six (6) months.
 - 4) **Workers' compensation and Employers Liability.** Workers' compensation insurance in accordance with the laws of the State in which the Property is located and employer's liability insurance in an amount not less than \$1,000,000.00 each accident, \$1,000,000.00 disease-each employee, and \$1,000,000.00 policy limit, with the insurance policies endorsed to waive the insurance carriers' right of subrogation against Landlord;
 - 5) **Automobile liability** insurance covering owned, non-owned and hired vehicles in an amount not less than \$1,000,000.00 combined single limit.
 - 6) **Umbrella** or Excess liability insurance with limits of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate in excess of employer's liability, auto liability and general liability, and not more restrictive than all underlying liability; and
 - 7) **Professional Liability (E&O) [for licensed professional types of business only; medical, nail salons, massage etc.]** insurance with limits not less than \$1,000,000 per claim/\$2,000,000 aggregate
 - 8) In the event Tenant performs any repairs or alterations in the Premises, Builder's Risk insurance on an "All Risk" basis (including collapse) on a completed value (non-reporting) form for full replacement value covering all work incorporated in the Building and all materials and equipment in or about the Premises should such exposure not be covered by the all-risk policy in Section 24(a)(i) herein. Tenant shall provide any changes or endorsements to the insurance required herein as Landlord, or any lender or lessor of Landlord may reasonably require, from time to time, in form or in amount.
- b) Tenant shall maintain the foregoing insurance coverage in effect commencing on the earlier to occur of the Commencement Date and the date Tenant takes possession of the Premises and continuing to the end of the Lease Term. All liability policies, including without limitation the General Liability, Automobile Liability, Employer's Liability and Umbrella liability, shall name Landlord, its trustees, and beneficiaries; Landlord's Mortgagees; and Landlord's advisor and managing agent; and their respective officers, directors, agents, and

employees; as additional insured. Tenant shall have the right to include the insurance required by this Section 24(b) herein under Tenant's policies of "blanket insurance," provided that no other loss which may also be insured by such blanket insurance shall affect the insurance coverages required hereby.

c) **Insurance Requirements.** The insurance requirements set forth in this Section 24 are independent of the waiver, indemnification, and other obligations under this Lease and will not be construed or interpreted in any way to restrict, limit, or modify the waiver, indemnification, and other obligations or to in any way limit any party's liability under this Lease. In addition to the requirements set forth in this Section, the insurance policies required of Tenant under this Lease must: be issued by an insurance company with a rating of no less than A- or better by Standard & Poor's or Moody's or A-VIII in the current Best's Insurance Guide or that is otherwise acceptable to Landlord, and admitted to engage in the business of insurance in the state in which the Building is located; be primary insurance and noncontributing to any insurance carried by Landlord, Landlord's Building manager, and Landlord's lenders; and be endorsed to provide that in the event of cancellation, non-renewal or material modification, Landlord and any lender of Landlord shall receive thirty (30) days written notice thereof. In addition, Tenant shall provide Landlord with thirty (30) days prior written notice of the termination of any policy of insurance required hereunder. Tenant will deliver to Landlord a legally enforceable certificate of insurance on all policies procured by Tenant in compliance with Tenant's obligations under this Lease on or before the date Tenant first occupies any portion of the Premises, at least ten (10) days before the expiration date of any policy and upon the renewal of any policy. Landlord shall have the right to approve all deductibles and self-insured retentions under Tenant's policies, which approval shall not be unreasonably withheld, conditioned, or delayed.

d) **Insurance of Tenant's Contractors and Movers.** If Tenant shall hire or bring a contractor onto the Premises to perform any alterations, work or improvements, Tenant agrees to have a written agreement with contractor whereby they will be required to carry the same insurance coverages for Commercial General Liability, Automobile Liability, Worker's Compensation, Employer's Liability and Umbrella insurance. Tenant shall also require that such contractors insurance will meet same additional terms as required of Tenant herein with regards to adding Landlord and Landlord's lender as additional insureds, as respects to ongoing as well as completed operations, maintaining primary and non-contributory coverage carried by Tenant, Landlord, Landlord's Manager, Landlord's Lender and Landlord's lessor, waiving all rights of recovery and subrogation, and making certificates of insurance available as evidence of all policies during the term of their work and in advance of all applicable renewals in lieu of requirements outlined in Insurance Provision section 24.

e) **Tenant Compliance.** Tenant shall not knowingly conduct or permit to be conducted in the Premises any activity or place any equipment in or about the Premises or the Building, which will invalidate the insurance coverage in effect or increase the rate of casualty insurance or other insurance on the Premises or the Building, and Tenant shall comply with all requirements and regulations of Landlord's casualty and liability insurer. Landlord represents and warrants that general office use will not invalidate the insurance coverage in effect or increase the rate of casualty insurance or other insurance on the Premises or the Building as of

the effective date of this Lease. If any invalidation of coverage or increase in the rate of any Tenant required insurance occurs or is threatened by any insurance company due to any act or omission by Tenant, or its agents, employees, representatives, or contractors, such statement or threat shall be conclusive evidence that the increase in such rate is due to such act of Tenant or the contents or equipment in or about the Premises, and, as a result thereof, Tenant shall be liable for such increase and such amount shall be considered Additional Rent payable with the next monthly installment of Monthly Base Rental due under this Lease. In no event shall Tenant introduce or permit to be kept on the Premises or brought into the Building any dangerous, noxious, radioactive, or explosive substance.

f) **Landlord Not Liable.** Landlord shall not be liable for any injury or damage to persons or property resulting from unknown fire, explosion, falling plaster, steam, gas, electricity, electrical or electronic emanations or disturbance, water, rain or snow or leaks from any part of the Building or from the pipes, or caused by dampness, vandalism, malicious mischief or by any other cause of whatever nature, unless caused by or due to the gross negligence of Landlord, its agents, servants, or employees. Tenant shall take all reasonably prudent temporary measures and safeguards to prevent any injury, loss or damage to persons or property in the event of an incident in leased space.

g) **Insurance Limits.** Any insurance limits required by this Lease are minimum limits only and not intended to restrict the liability imposed on Tenant or any contractor for work performed under the contract

25. ASSIGNMENT AND SUBLETTING.

a) Tenant agrees not to assign, mortgage, hypothecate, pledge, or encumber (together a "transfer") this Lease, or any part thereof, or sublet the Premises, or any part thereof, or permit the Premises, or any part thereof, to be used or occupied by others, intentionally or by operation of law, without the prior written consent of Landlord, which consent may not be unreasonably and arbitrarily withheld. Any transfer or sublet, or attempt at same, without Landlord's prior written consent shall be a default hereunder and shall be null, void, and have no force or affect whatsoever. If Tenant is an entity, other than a corporation whose shares are traded on a nationally recognized stock exchange, any change to the structure of such entity or any disposition(s) of any of the interests therein which result in either a change of effective control or a change in more than ten percent (10%) of the beneficial or legal ownership of Tenant, by sale, assignment, operation of law, or otherwise, or any change in the power to vote the interests therein, will be treated as a prohibited assignment of this Lease requiring Tenant to obtain Landlord's prior written consent.

b) In lieu of consenting or not consenting, Landlord may, at its option, (i) in the case of the proposed assignment or subletting of Tenant's entire leasehold interest, terminate this Lease in its entirety, or (ii) in the case of the proposed assignment or subletting of a portion of the Premises, terminate this Lease as to that portion of the Premises which Tenant has proposed to assign or sublet. In the event Landlord elects to terminate this Lease pursuant to clause (ii) of this Paragraph 25(b), Tenant's obligations as to Base Rent and Additional Rent shall be reduced

in the same proportion that the Net Rentable Area of the portion of the Premises taken by the proposed assignee or subtenant bears to the total Net Rentable Area of the Premises.

c) If Landlord consents to an assignment or subletting of the Premises, (i) such assignment or subletting will not relieve Tenant of its obligations or liabilities under this Lease, and (ii) any extensions, renewals, expansions, termination options, first refusal rights, or options hereunder will automatically be of no further force or effect for the assignee or sub lessee or Tenant.

d) All cash or other consideration received by Tenant as the proceeds of any assignment, sale, or sublease of Tenant's interest in this Lease, whether consented to by Landlord or not, shall be paid to Landlord, notwithstanding the fact that such proceeds exceed the rent called for hereunder, and Tenant hereby assigns all rights it might have or ever acquire in any such proceeds to Landlord.

e) Concurrently with Tenant's written notice of request for Landlord's consent to an assignment or sublease, Tenant shall pay to Landlord a fee of \$500.00 to defray Landlord's reasonable attorney's and paraprofessional fees and costs incurred or paid by Landlord in processing and reviewing any request for Landlord's consent to an assignment or sublease shall be paid by Tenant within ten (10) days of receiving an invoice for services rendered by Landlord's attorney.

26. SUCCESSOR AND ASSIGNS.

All terms, provisions, covenants, and conditions to be observed and performed by Tenant shall be applicable to and binding upon Tenant's respective heirs, administrators, executors, successors, and assigns, subject, however, to the restrictions as to the assignment or subletting by Tenant as provided in Article 25. All expressed covenants of this Lease shall be deemed to be covenants running with the land.

27. ESTOPPEL CERTIFICATE.

Tenant agrees that from time to time, upon not less than five (5) days prior written request by Landlord, Tenant will deliver to Landlord a statement in writing certifying: (i) 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 and stating the modifications); (ii) the dates to which the Base Rent and Additional Rent have been paid, the amount of any such Security Deposit, and other relevant Lease terms as may be requested; (iii) that Landlord has complied with all of Landlord's obligations under and/or respecting this Lease and Landlord is not in default of any terms, provisions, covenants, and conditions of this Lease, or, if in default, the nature thereof in detail; (iv) Tenant has not assigned or sublet this Lease, the Premises, or any part thereof in detail; (v) there has been no release of Hazardous Substances (as defined in Article 44) at the Premises, and Tenant does not use, nor has Tenant disposed of, Hazardous Substances in violation of Article 44 of this Lease; and (vi) any other matter that Landlord may be required by any lender, purchaser or lessee of the Building to provide.

28. LANDLORD'S MORTGAGE.

a) This Lease shall be subject and subordinate to any mortgage, now or hereafter encumbering the Premises. Notwithstanding the automatic nature of this subordination, Tenant hereby agrees to execute any instrument which Landlord may deem necessary or desirable to effect or confirm the subordination of this Lease to any and all such mortgages.

b) If the Building and/or Premises are at any time subject to a mortgage and Tenant has received written notice from mortgagee of same, then in any instance in which Tenant gives notice to Landlord alleging default by Landlord hereunder, Tenant will also simultaneously give a copy of such notice to each Landlord's mortgagee and each Landlord's mortgagee shall have the right (but not the obligation) to cure or remedy such default during the period that is permitted to Landlord hereunder, plus an additional period of sixty (60) days, and Tenant will accept such curative or remedial action (if any) taken by Landlord's mortgagee with the same effect as if such action had been taken by Landlord.

29. ASSIGNMENT BY LANDLORD.

If the interests of Landlord under this Lease shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Premises, Tenant shall be bound to such transferee ("Purchaser") for the balance of the Term of this Lease remaining, and any extensions or renewals thereof which may be effected in accordance with the terms, provisions, covenants, and conditions of this Lease, with the same force and effect as if the Purchaser were the Landlord under this Lease, and Tenant does hereby agree to attorn to the Purchaser, including the Mortgage under any such mortgage if it be the Purchaser, as its Landlord, said attornment to be effective and self-operative without the execution of any instruments in favor of the purchaser succeeding to the interest of the Landlord under this Lease. The respective rights and obligations of Tenant and the Purchaser upon such attornment, to the extent of the then-remaining balance of the Term of the Lease and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of Landlord's interests, Landlord shall be released and relieved from all liability and responsibility to Tenant thereafter accruing under this Lease or otherwise and Landlord's successor by acceptance of rent from Tenant hereunder shall become liable and responsible to Tenant in respect to all obligations of the Landlord under this Lease.

30. FIRE OR CASUALTY.

a) If the Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord.

b) If the Building shall be so damaged that substantial alteration or reconstruction of the Building shall, in Landlord's sole opinion, be required (whether or not the Premises shall have been damaged by casualty) or in the event any mortgagee of Landlord's should require that the insurance proceeds payable as a result of a casualty to be applied to the payment of the mortgage debt or in the event of any material uninsured loss to the Building, Landlord may, at its

option, terminate this Lease by notifying Tenant in writing of such termination within ninety (90) days after the date of such damage.

c) If Landlord does not thus elect to terminate this Lease, Landlord shall, after Landlord receives the proceeds of any applicable insurance, commence and proceed with reasonable diligence to restore the Building and the Premises to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord's obligation to restore shall not exceed the scope of the work required to be done by Landlord in originally constructing the Building and installing Building Standard Improvements as determined by Landlord from time to time in the Premises, nor shall Landlord be required to spend for such work an amount in excess of the insurance proceeds actually received by Landlord as a result of the casualty.

d) When Landlord has restored the Premises to Landlord's Building Standard Improvements, Tenant shall be obligated to pay for the completion of the balance of the restoration, including the restoration of Tenant's furniture equipment.

e) Except for the reconstruction by Landlord to Landlord's Building Standard Improvements, all costs and expenses for reconstruction shall be borne by Tenant.

f) Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof, except that, subject to the provisions of the following Paragraph (g), Landlord shall allow Tenant a fair diminution of rent during the time and to the extent the Premises are unfit for occupancy.

g) If the Premises and/or any portion of the Building should be damaged by fire or other casualty resulting from the fault or negligence of Tenant, its officers, directors, shareholders, employees, agents, invitees, servants, licensees, visitors, guests, patrons, or customers, the rent hereunder shall not be diminished, offset or abated during the repair of such damaged and Tenant shall be liable to Landlord for the cost of the repair and restoration of the Premises and/or any portion of the Building caused thereby, as well as any other cost and expense thereby incurred or paid by Landlord. All amount owed by Tenant under this Paragraph 30(g) shall be paid by Tenant within ten (10) days of receiving an invoice.

31. EMINENT DOMAIN.

a) If there shall be taken during the Term of this Lease any part of the Premises or Building (including but not limited to the Parking Area), other than a part not interfering with maintenance, operation, or use of any part of the Building, Landlord may elect to terminate this Lease or to continue same in effect. If Landlord elects to continue this Lease, the rent shall be reduced in proportion to the area of the Premises so taken and Landlord shall repair any damage to the Premises or Building (including but not limited to the Parking Area) resulting from such taking. If any parts of the Premises are taken by condemnation or eminent domain, the Tenant may elect to terminate this Lease or continue same in effect, and if the Tenant elects to continue this Lease, the rent shall be reduced in proportion to the area of the Premises so taken, and Landlord shall repair condemnation or eminent domain, this Lease shall terminate on the date to

taking. All sums condemnation or eminent domain, this Lease shall terminate on the date of taking. All sums awarded or agreed upon between Landlord and the condemnation authority for the taking of the interest of Landlord and/or Tenant, whether as damages or as compensation, and whether for partial or total condemnation, will be the property of Landlord.

b) If this Lease should be terminated under any provisions of this Article 30, rent shall be payable up to the date that possession is taken by the taking authority, and Landlord will refund to Tenant any prepaid unaccrued rent less any sum then owed by Tenant to Landlord.

c) Tenant shall be entitled to claim independently against condemning authority any damages expressly referable to Tenant's business as the same may be permitted by law provided that such claim shall not reduce any award payable to Landlord.

32. DEFAULT.

a) Events of Default. If (i) Tenant fails to promptly accept, move into, take possession of, and operate its business from the Premises when the Premises are substantially complete, or Tenant vacates or abandons the Premises prior to the Lease Expiration Date in contravention of the terms, provisions, covenants, and conditions of this Lease; or if Tenant notifies Landlord that it anticipates that any of the foregoing will occur, or Landlord, in good faith, determines that any of the foregoing will occur; or (ii) if Tenant abandons the Premises for a period of fifteen (15) consecutive days (even if it continues to pay Rent); then Landlord may terminate Tenant's right to possession without terminating this Lease, or may terminate this Lease, for as long as the default continues; or (iii) Tenant fails to fulfill any of the terms, provisions, covenants, and conditions of this Lease; or (iv) any execution or attachment is issued against Tenant or the Premises are taken or occupied by someone other than Tenant; or (v) Tenant, any of its successors or assigns, or any guarantor of this Lease ("Guarantor") should file any voluntary petition in bankruptcy, reorganization, or arrangement, or an assignment for the benefit of creditors, or for similar relief under any present or future statute, law, or regulation relating to relief of debtors; or (vi) Tenant or any of its successors or assigns or any Guarantor should be adjudicated bankrupt or have an involuntary petition in bankruptcy filed against it; or (vii) Tenant becomes insolvent or unable to pay its debts as they become due, or if Tenant notifies Landlord that it anticipates such condition, or Landlord, in good faith determines that such conditions will occur; or (viii) a receiver or trustee appointed for Tenant's leasehold interest in the Premises or for all or a substantial part of the assets of Tenant; or (ix) Tenant shall permit, allow, or suffer to exist any lien, judgment, writ, assessment, charge, attachment, or execution upon Landlord's or Tenant's interest in this Lease or to the Premises and/or fixtures, improvements, and furnishings located thereon; then, Tenant shall be in default hereunder.

b) Tenant's Grace Periods. If (i) Tenant fails to pay Base Rent or Additional Rent on the date due, or (ii) Tenant fails to cure any other default within ten (10) days after notice from Landlord specifying the nature of such default (unless such default is of a nature that it cannot be completely cured within said ten (10) day period and steps have been diligently commenced to cure or remedy it within such ten (10) day period and are thereafter continuously pursued with reasonable diligence and in good faith, in which event such default must be cured within sixty

(60) days of Landlord's notice of default), then Landlord shall have such remedies as are provided under this Lease and/or under the laws of the State of Florida.

c) Repeated Late Payment. Regardless of the number of times of Landlord's prior acceptance of late payments and/or Late Charges, if Landlord notifies Tenant twice in any six-month period that Base Rent or any Additional Rent has not been paid when due, any further late payment within such six-month period will constitute a non-curable default hereunder, unless Landlord, in its sole and absolute discretion, grants Tenant an additional right to cure.

33. LANDLORD'S REMEDIES FOR TENANT'S DEFAULT.

a) Landlord's Options. If Tenant is in default of this Lease, Landlord may, at its option, in addition to such other remedies as may be available under Florida law; (i) terminate this Lease and Tenant's right of possession; or (ii) terminate Tenant's right to possession but not this Lease and/or proceed in accordance with any and all provisions of Paragraph 33(b), or any other right otherwise provided by law.

b) Landlord's Remedies.

(i) Landlord may without further notice re-enter the Premises either by force or otherwise and dispossess Tenant by summary proceedings or otherwise, as well as the legal representative(s) of Tenant and/or other occupant(s) of the Premises, and remove their effects and hold the Premises as if this Lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end including service of any so-called "three-day notice"; and/or,

(ii) All Base Rent and all Additional Rent for the balance of the Term will, at the election of Landlord, be accelerated, net of amounts actually collected by Landlord, and shall become immediately due thereupon and be paid, together with all unamortized costs to Landlord of this Lease, including but not limited to improvements by Landlord, real estate commissions, and attorneys' and paraprofessional fees and costs incurred or paid by Landlord in preparation of this Lease, and all expenses of every nature which Landlord may incur as a result of Tenant's default, such as (by way of illustration and not limitation) those for reasonable attorneys' and paraprofessional fees and costs incurred or paid by Landlord without and with litigation and at trial and on appeal, brokerage, advertising, and refurbishing the Premises in good order or preparing them for re-lease; and/or,

(iii) Landlord may re-lease the Premises or any part thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the Term, and may grant concessions or free rent or charge a higher rent than that reserved in this Lease; and/or,

(iv) Tenant or its legal representative(s) will also pay to Landlord as liquidation damages any deficiency between the Base Rent and all Additional Rent hereby reserved and/or agreed to be paid and the net amount, if any, of the rents collected respecting the Premises for each month of the period which would otherwise have constituted the balance of the

Term. In the event that the Base Rent and/or Additional Rent that Landlord collects upon re-leasing of the Premises for the balance of the Term exceeds that which is provided in this Lease, such excess shall be retained by Landlord and Tenant shall receive no credit thereof.

34. ATTORNEYS' FEES.

In the event of any default, or threatened default, of this Lease by Tenant, or the arising of any question, issue, or dispute with Tenant respecting the construction of this Lease, Tenant shall be obligated to pay all of the expenses incurred or paid by Landlord on account of such default, threatened default, or question, issue, or dispute, including reasonable attorneys' and paraprofessional fees, taxable costs, and all other costs and expenses incurred or paid in connection therewith, whether taxable as costs or not, whether suit is brought or not and at both trial and appellate levels. In any civil action, administrative proceeding or bankruptcy proceeding brought to enforce or construe this Lease or concerning the subject matter hereof, the prevailing party shall be entitled to an award of its reasonable attorney fees and costs incurred or paid in connection therewith whether taxable as costs or not, at both trial and appellate levels.

35. ENTRY BY LANDLORD.

Landlord or its agents reserve and shall at any and all times have the right to enter the Premises, inspect the same, supply cleaning service and any other service to be provided by Landlord to Tenant hereunder, to submit the Premises to prospective purchasers or tenants, to post notices of non-responsibility, and to alter, improve, or repair the Premises and any portion of the Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be blocked thereby (except for incidental periods), and further providing that the business of the Tenant shall not be interfered with reasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord and its agents shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safe, and files, and Landlord or its agents may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property. Any entry to the Premises obtained by Landlord or its agents by any of said means, or otherwise shall not under any circumstances be construed or deemed to be forcible or unlawful entry into, or a detainee of, the Premises, or an eviction of Tenant from the Premises or any portion thereof and Tenant specifically waives any claim for loss or damage arising out of Landlord's entry into the Premises as permitted under this Lease.

36. COMPLIANCE WITH LAW.

Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance, or governmental rule or regulations now in force or which may hereafter be enacted or promulgated. Tenant shall, at its

sole cost and expense, promptly comply with all laws, Statutes, ordinances, and governmental rules, regulations, or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, affecting the condition, use, or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance, or governmental rule, regulation, or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

37. CONTROL OF COMMON AREAS AND PARKING AREA BY LANDLORD.

All Parking Areas, loading areas, driveways, entrances and exits thereto, pedestrian walkways, landscaped areas, stairways, corridors, Common Areas, and other areas and improvements provided by Landlord for the general use, in common, of tenants, their officers, directors, shareholders, employees, agents, invitees, servants, licensees, visitors, guests, patrons, and customers shall be at all times subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify, and enforce reasonable rules and regulations with respect to all facilities, areas, and improvements; to police same; from time to time to change the area, level, location, and arrangements of the Parking Area and other facilities hereinabove referred to; to restrict parking by and enforce the Parking Permit Fee (by operation of meters or otherwise) by tenants, their officers, directors, shareholders, employees, agents, invitees, servants, licensees, visitors, guests, patrons, and customers; to close all or any portion of said areas or facilities to such extent as may, in the opinion of Landlord's counsel be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the public areas, Common Areas, or facilities; to discourage non-tenant parking; to charge a fee for visitors and/or customer parking; and to do and perform such other acts in and to said areas and improvements as, in the sole and absolute judgment of Landlord, the Landlord shall determine to be advisable with a view to the improvements of the convenience and use thereof by tenants, their officers, directors, shareholders, employees, agents, invitees servants, licensees, visitors, guests, patrons, and customers, provided that nothing herein shall obligate Landlord to take any action which it has the right to take under this Article 37. Landlord will operate and maintain the Common Areas and other facilities referred to in such reasonable manner as Landlord shall determine from time to time. Without limiting the scope of such discretion, Landlord shall have the full right and authority to designate a management agent of the Parking Area and/or Common Areas and other facilities, who shall have full authority to make and enforce rules and regulations regarding the use of the same or to employ all personnel and to make and enforce all rules and regulations pertaining to and necessary for the proper operation and maintenance of the Parking Area and/or Common Areas and other facilities. Reference in this Article 37 to Parking Area and/or facilities shall in no way be construed as giving Tenant hereunder any rights and/or privilege in connection with such Parking Area and/or facilities unless such rights and/or privileges are expressly set forth in Article 15.

38. SURRENDER OF PREMISES.

a) Tenant agrees to surrender to the Landlord upon the expiration or sooner termination of this Lease, the Premises in as good condition as the Premises were at the beginning of the Term of this Lease, ordinary wear and tear excepted. Tenant agrees that if Tenant does not so surrender the Premises to Landlord upon the expiration or sooner termination of this Lease, then Tenant will pay Landlord all damages (including consequential damages including but not limited to loss of any increased rent that a successor tenant was willing to pay but for the inability of Landlord to deliver possession of the Premises upon the expiration or sooner termination of this Lease) that Landlord may suffer on account of Tenant's failure to so surrender to Landlord possession of the Premises, and will indemnify and hold harmless from and against all claims made by any succeeding tenant of the Premises to said succeeding tenant so far as such delay is occasioned by failure of Tenant to so surrender the Premises in accordance herewith or otherwise. All amounts owed by Tenant under this Paragraph 38(a) shall be paid by Tenant within ten (10) days of receiving an invoice.

b) No act or omission done by Landlord, its officers, directors, shareholders, employees, or agents during the Term hereby granted shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it be made in writing and subscribe by a duly authorized officer of Landlord. Tenant acknowledges that Landlord's management agent for the Building does not have authority to accept any surrender of the Premises or termination of this Lease.

c) If Tenant has the right to renew the Term of this Lease at the end of the then current Term, Tenant shall give Landlord at least nine (9) months' prior written notice that Tenant is not exercising any right to renew the Term of this Lease and will be vacating the Premises at the end of the then current Term (a "Notice of Intent to Vacate"), or if Tenant does not have any right to renew the Term of the Lease, Tenant shall give Landlord at least nine (9) months' prior written notice that Tenant will be vacating the Premises at the end of the then current Term (each such written notice is referred to hereinafter as a "Notice of Intent to Vacate"). In order to compensate Landlord for the loss of opportunity to lease the Premises arising from Tenant's failure to notify Landlord that Tenant will vacate the Premises at the end of the Term and to compensate Landlord for administrative costs incurred, in the event that Tenant fails to give such required written Notice of Intent to Vacate at least nine (9) months prior to the end of the then current Term, then anything to the contrary set forth herein notwithstanding, Tenant shall pay to Landlord on or before the end of the then current Term as additional rent hereunder an amount equal to the monthly amount of Base Rent payable during the last month of the Term of this Lease multiplied by the number of days between the date that Tenant does give Landlord the written Notice of Intent to Vacate and the last day of the then current Term (and if Tenant fails to give any written Notice of Intent to Vacate prior to the end of the then current Term, then the number of days to be used in the calculation of such amount shall be 270 days). In the event that Tenant holds over possession of the Premises after the end of the Term, then Tenant shall pay the above-described amount in addition to any holdover rent required to be paid by Tenant hereunder.

39. HOLDING OVER.

a) Tenant agrees that if Tenant does not surrender the Premises to Landlord at the end of the Term of this Lease, then Tenant will pay to Landlord double the amount of the current

Base Rent, Additional Rent, and Parking Permit Fee for each Parking Permit held by Tenant for each month or portion thereof that Tenant holds over plus all damages the Landlord may suffer on account of Tenant's failure to so surrender to Landlord possession of the Premises, and will indemnify and hold Landlord harmless from and against all claims made by any succeeding tenant(s) of the Premises or any portion of the Premises against Landlord on account of delay of Landlord in delivering possession of the Premises to said succeeding tenant(s) so far as such delay is occasioned by failure of Tenant to so surrender the Premises in accordance herewith or otherwise.

b) No receipt of money by Landlord after expiration or sooner termination of this Lease or the service of any process or other notice of commencement or any civil action or final judgment for possession shall reinstate, continue, or extend the Term of this Lease or affect any such notice, demand, or judgment.

40. RELOCATION OF TENANT.

a) Recognizing that the Building is large and the needs of tenants as to space may vary from time to time, and in order for Landlord to accommodate Tenant and prospective tenants, Landlord expressly reserves the right, prior to and/or during the Term, at Landlord's sole expense, to move Tenant from the Premises and relocate Tenant to other comparable space of Landlord's choosing of approximately the same dimensions and size within the Building, which other space will be decorated by Landlord at its expense. Landlord may but shall not be obligated to use decorations and materials from the existing Premises, or other materials, so that the space in which Tenant is relocated will be comparable in its interior design and decoration to the space from which Tenant is removed.

b) During the relocation period Landlord will use reasonable efforts not to unduly interfere with Tenant's business activities and Landlord agrees to substantially complete the relocation within a reasonable time under all then-existing circumstances. Relocation will take place during Normal Building Hours.

c) This Lease and each of its terms, provisions, covenants, and conditions will remain in full force and effect and be applicable to any such new space and such new space will be deemed to be the Premises demised hereunder; provided, however, that, if the Net Rentable Area of such new space differs from the Net Rentable Area of the Premises, the Net Rentable Area will be changed to reflect the Net Rentable Area of the new space, and Base Rent and Additional Rent will be adjusted accordingly. Upon request Tenant will execute such documents which may be requested to evidence, acknowledge, and confirm the relocation (but it will be effective even in the absence of such confirmation).

d) Landlord's sole obligation for expenses of removal and relocation will be the actual cost of relocation of the contents of the Premises and decorating Tenant's new space comparable to the Premises, and Tenant agrees that Landlord's exercise of its election to remove and relocate Tenant will not release Tenant in whole or in part from its obligations hereunder for the full Term. Landlord will not be responsible for any other cost, expense, loss, or liability that may arise from the relocation of Tenant, including but not limited to loss of business, inconvenience to Tenant, interruption or disruption of business, and changes to stationery, Yellow

Pages and other directories, and the cost of any announcements or mailings that Tenant may wish to make respecting its relocation. Tenant shall not be entitled to any concessions from Landlord, including but not limited to free rent or rental abatement, including for the period that relocation takes place. No right granted in this Lease or Tenant, including the right of peaceful possession and quiet enjoyment, will be deemed breached or interfered with by reason of Landlord's exercise of the relocation right reserved herein.

e) Tenant agrees to surrender to the Landlord within five (5) days of written notice from Landlord that the new space is ready for occupancy, the Premises in as good condition as the Premises were at the beginning of the term of this Lease, ordinary wear and tear excepted. In the event that the notice is given for a date on or before which the Landlord has requested a final inspection, a delay or withholding of the final approval or certificate of occupancy, as the case may be, by the local building official, shall result in the postponement of the date Tenant must surrender the Premises until the first day after the issuance of the final approval or the certificate of occupancy, as the case may be, that Landlord permits moving into new space according to the then-applicable Rules, but no additional five-day notice shall be required. Tenant agrees that if Tenant does not so surrender the Premises to Landlord within five (5) days of written notice from Landlord that the new space is ready for occupancy, then Tenant will pay to Landlord all damages (including consequential damages including but not limited to loss of any increased rent that a successor tenant was willing to pay but for the inability of Landlord to deliver possession of the Premises within five (5) days of written notice from Landlord that the new space is ready for occupancy) that Landlord may suffer on account of Tenant's failure to so surrender to Landlord possession of the Premises, and will indemnify and hold Landlord harmless from and against all claims made by any succeeding tenant of the Premises against Landlord account of delay of Landlord in delivering possession of the Premises to said succeeding in accordance herewith or otherwise. All amounts owed by Tenant under this Paragraph 40(e) shall be paid by Tenant within ten (10) days of receiving and invoice.

41. LIGHT AND VIEW.

If the view from the Premises or the light entering the Premises are interfered with for any reason whatsoever, Landlord shall not be liable for any damage Tenant may sustain thereby and Tenant shall not be entitled to any compensation therefore nor abatement or diminution of rent, nor shall the same release Tenant from its obligations hereunder nor constitute an eviction.

42. RADON GAS.

In compliance with Florida law, Landlord provides the following notification required in all Florida leases: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient qualities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county public health unit.

43. HAZARDOUS SUBSTANCES.

Tenant shall not use or allow the Premises to be used for the Release (as defined below), storage, use, treatment, disposal, or other handling of any Hazardous Substance (as defined below), without the prior written consent of Landlord, which may be unreasonable withheld. The term “Release” shall have the same meaning as is ascribed to it in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, as amended (“CERCLA”). The term “Hazardous Substance” means (i) any substance defined as a “hazardous substance” under CERCLA, (ii) petroleum products, natural gas liquids, liquefied natural gas, and synthetic gas, and (iii) any other substance or material now or hereafter deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state, or local law, code, ordinance, or regulation. Tenant shall:

(1) give prior written notice to Landlord of any activity or operation to be conducted by Tenant at the Premises which involves the Release, use, handling, generation, treatment, storage, or disposal of any Hazardous Substance (“Tenant’s Hazardous Substance Activity”),

(2) comply with all federal, state, and local laws, codes, ordinances, regulations, permits, and licensing conditions governing the Release, discharge, emission, or disposal of any Hazardous Substance and prescribing methods for or other limitations on storing, handling, or otherwise managing Hazardous Substances,

(3) at its own expense, promptly contain, remove, cure, and remediate any Release of Hazardous Substances arising from or related to Tenant’s Hazardous Substance Activity in the Premises, the Building, or the environment, and contain, remove, cure, remediate, and pay for any resultant damage to property, persons, and/or the environment,

(4) give prompt written notice to Landlord, and all necessary regulatory authorities, of any Release of any Hazardous Substance in the Premises, the Building, or the environment arising from or related to Tenant’s Hazardous Substance Activity, which Release is not made pursuant to and in conformance with the terms of any permit or license duly issued by appropriate governmental authorities, any such notice to include a description of measures taken or proposed to be taken by Tenant to contain, sure, remove, and remediate the Release and any resultant damage to property, persons, or the environment,

(5) at Landlord's request, which shall not be more frequent than once per calendar year, retain an independent engineer or other qualified consultant or expert acceptable to Landlord, to conduct, at Tenant's expense, and environment audit of the Premises and immediate surrounding areas, and the scope of work to be performed by such engineer, consultant, or expert shall be approved in advance by Landlord, and all of the engineer's, consultant's, or expert's work product shall be made available to Landlord,

(6) at Landlord's request from time to time, execute affidavits, representations, and the like concerning Tenant's best knowledge and belief, after due inquiry, regarding the presence of Hazardous Substances in the Premises or the Building,

(7) reimburse to Landlord, upon demand, the cost of any testing for the purpose of ascertaining if there has been any Release of Hazardous Substances in the Premises,

(8) protect, defend, indemnify, and hold Landlord its officers, directors, shareholders, employees, agents, and any other party designated by Landlord harmless from and against any liability, obligation, claim, demand, cost (including reasonable attorney's and paraprofessional fees and costs paid or incurred (regardless of whether they have been paid) by Landlord through all levels of proceedings) and responsibility of whatsoever kind or nature arising out of, related to, or in connection with Tenant's obligations contemplated in this Article 44 or the breach thereof (regardless of whether any Release of a Hazardous Substances shall have actually occurred), and

(9) upon expiration or sooner termination of this Lease, surrender the Premises to Landlord free from the presence and contamination of any Hazardous Substance not present prior to Tenant's occupancy of the Premises.

44. RULES AND REGULATIONS.

Tenant agrees to comply with all reasonable rules and regulations Landlord may adopt from time to time for operation, protection, and welfare of the Building, its tenants, visitors, and occupants. The present Rule and Regulations, with which Tenant hereby agrees to comply, entitled "Douglas Centre Rules and Regulations" are attached hereto as Exhibit "A" and incorporated herein by reference. Any future rules and regulations shall become a part of this Lease, and Tenant hereby agrees to comply with the same upon delivery of a copy thereof to Tenant providing the same are reasonable and do not deprive Tenant of its rights to established under this lease. Landlord will not be liable to Tenant for violation of or Landlord's failure to enforce any of the Rules and Regulations, or any other act or omission by any other tenant or person.

45. SIGNS.

Landlord shall have the right to install signs on the interior and exterior of the Building and the Premises and/or change the Building's name or street address without prior notice or liability to Tenant. Landlord may grant at its sole option signage on the interior and/or exterior of the Building to or for other tenants.

46. WAIVER OF TRIAL BY JURY.

IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS ARISING LANDLORD AND TENANT, AND TENANT'S USE OF OR OCCUPANCY OF THE PREMISES. TENANT FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTERCLAIM OR COUNTERCLAIMS IN A SUMMARY PROCEEDING OR IN ANY ACTION BASED UPON NON-PAYMENT OF RENT OR ANY OTHER PAYMENT REQUIRED OF TENANT HEREUNDER.

47. WAIVER.

a) Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law and/or equity. No waiver by Landlord of a default by Tenant shall be implied, and no express waiver by Landlord shall affect any default other than the default specified in such waiver and that only the time and extension therein stated.

b) No waiver of any term, provision, covenants, or conditions of this Lease by Landlord shall be deemed to imply or constitute a further waiver by Landlord of any other or similar term, provision, covenant, or condition of this Lease. The rights and remedies created by this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another. Forbearance by Landlord to enforce one or more of the remedies upon an event of default shall not constitute a waiver of such default.

48. DEFAULT UNDER OTHER LEASE.

If the term of any lease, other than this Lease, made by Tenant, for any other Space in the Building shall be terminated or terminable after the making of this Lease because of any default by Tenant under such other lease, such default shall, ipso facto, constitute a default hereunder and empower Landlord, at Landlord's option, to terminate this Lease as herein provided in the event of default.

49. SEVERABILITY.

If any term, provision, covenant, or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, provision, covenant, or condition of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

50. TIME.

It is understood and agreed between the parties hereto that time is of the essence of all the terms, provisions, covenants, and conditions of this Lease. Except as otherwise provided in this Lease, whenever the consent of Tenant or Landlord shall be required hereunder such consent shall not be unreasonably withheld, conditioned, or delayed.

51. DEFINITIONS AND ARTICLE HEADINGS.

The term Landlord and Tenant as herein contained shall include singular and/or plural, masculine, feminine, and/or neuter, heirs, successors, executors, administrators, personal representatives, and/or assigns wherever the context so requires or admits. The terms, provisions, covenants, and conditions of this Lease are expressed in the total language of this Lease and the article headings are solely for the convenience of the reader and are not intended to be all inclusive and shall not be considered when construing this Lease.

52. TENDER AND DELIVERY OF LEASE INSTRUMENT.

Submission of this instrument for examination does not constitute an offer, right of first refusal, reservation of, or option for the Premises or any other space or premises in, on, or about the Building. This instrument becomes effective as a Lease upon execution and delivery by both Landlord and Tenant.

53. JOINT OBLIGATION.

If more than one Tenant is a party to this Lease, the obligations hereunder imposed upon Tenant shall be joint and several.

54. AUTHORITY OF PARTIES.

If either party to this Lease is a corporation or other business entity, each individual executing this Lease on behalf of said corporation or other business entity represents and warrants that such individual is duly authorized to execute and deliver this Lease on behalf of said corporation or other business entity, in accordance with a duly adopted resolution of the board of directors (or the equivalent) of said corporation or other business entity or in accordance with the bylaws of said corporation or other business entity, and that this Lease is binding upon said corporation or other business entity in accordance with its terms.

55. NOTICES.

a) Any notice given Landlord as provided for in this Lease shall be sent to Landlord by certified or registered mail or by a reputable overnight carrier addressed to Landlord at Landlord's Building management office at the address listed below in this Article 55. Any notice to be given Tenant under the terms or provisions of this Lease shall be in writing and shall be sent by certified or registered mail or by hand-delivery to the office of the Tenant in the Premises

in the Building. Either party, from time to time, by such notice, may specify another address to which subsequent notice shall be sent.

Landlord's address is: **2600 DOUGLAS CENTRE, LLC**
941W. Morse Blvd., Suite 315
Winter Park, Florida 32789

b) Notices shall be deemed effective: if sent by certified or registered mail, three (3) days after mailing, or if sent by any other means permitted by this Article 55, upon delivery. Notices of change of address or of the person to receive notices shall only be effective upon delivery. Without limiting the foregoing or any terms, provisions, covenants, and conditions of this Lease, the delivery of a summons and/or complaint filed, or which could be filed in a judicial proceeding, either in accordance with the provisions hereof or in accordance with lawful service of process, shall constitute the proper "notice" and service.

56. CONSENTS AND APPROVALS.

If Tenant requests Landlord's consent or approval under this Lease, and if in connection with such requests Landlord deems it necessary to seek the advice of its attorneys, architects, and/or other experts, then Tenant shall pay the reasonable fee of Landlord's attorneys, architects, and/or other experts in connection with the consideration of such request and/or the preparation of any documents pertaining thereto. If requested by Tenant in writing, Landlord shall, prior to incurring such professional fees, provide Tenant with an estimate of such fees, at which time Tenant in its sole discretion may elect to proceed with its request or may withdraw its request for Landlord's consent and approval. Landlord shall not be responsible if the amount of such fee exceeds the estimate provided by Landlord's attorneys, architects, or other professional, and Tenant shall pay the full amount of the fees of such attorneys, architects, or other experts.

57. APPLICABLE LAW.

This Lease shall be governed by the internal laws of the State of Florida, without regard to conflict of laws rules.

58. BROKERS.

Tenant warrants that it has dealt only with **N/A** who represents Tenant, and **Foundry Commercial, LLC** who represents the Landlord and who will be compensated by the Landlord. The commissions shall be paid pursuant to the Exclusive Right of Lease listing Agreement between Landlord and Broker. Landlord and Tenant hereby mutually agree that in the event Tenant engages any broker to negotiate renewals, extensions, or expansions, in any of Landlord's existing properties at the time of such negotiation, Tenant will be responsible for paying any and all brokers fees associated with such renewal, extension, or expansion and shall hold Landlord harmless for any claims brought by said Broker. Tenant further warrants that it knows of no other real estate broker or agent, other than those who are named above, who is entitled to a real estate commission in connection with this Lease. Tenant agrees to indemnify and hold Landlord harmless against any claims for commission and expenses created by any such claim by any

other real estate broker or agent with whom the Tenant may have dealt or communicated, including reasonable attorneys' and paraprofessional fees and costs and expenses, including expenses not otherwise taxable as costs, paid or incurred (regardless of whether they have been paid) by the Landlord in the defense of any such claim, whether well or unfounded, and including any claim by any broker who represented Tenant respecting any previous lease or previous term of this Lease.

59. SURVIVAL.

All provisions for indemnification of Landlord by Tenant provided in this Lease, including but not limited to those provided in Article 23, 44 and 58, and the provisions of Article 60 shall survive the expiration or sooner termination of this Lease.

60. CONFIDENTIALITY.

Tenant will maintain the confidentiality of this Lease and will not divulge, directly or indirectly, the economic or other provisions of this Lease, to any persons, other than Tenant's officers, directors, partners, or shareholders, Tenant's attorneys, accountants, real estate brokers and other professional consultants, any governmental agencies and pursuant to subpoena or other legal process. Tenant agrees that any violation or threatened violation of the provisions of this Article 60 may be enjoyed by a court of applicable jurisdiction without notice to Tenant, and further agrees that Tenant shall be liable to Landlord for all damages, including consequential damages, and all of Landlord's reasonable attorneys' and paraprofessional fees, as well as costs and expenses (including expenses not otherwise taxable as costs) respecting any litigation to construe or enforce the provisions of this Article 60.

61. FORM ALTERATIONS.

Typewritten or handwritten changes, or additions inserted herein and initialed by Landlord and Tenant shall supersede and control if they conflict with the printed form of this Lease.

62. EXHIBITS, ADDENDA, OR RIDERS.

All exhibits, addenda, or riders, if any, signed by authorized representatives of the Landlord and Tenant and endorsed on or affixed to this Lease are a part hereof. If there is a conflict between any such exhibits, addenda, or riders, and the printed form of this Lease, the terms, provisions, covenants, and conditions of such exhibits, addenda, or riders shall supersede the printed form.

63. ENTIRE AGREEMENT.

This Lease contains the entire agreement between Landlord and Tenant in respect to the subject matter hereof and there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between them other than as herein set forth. All prior conversations and writings between the parties hereto and/or their

representatives are merged herein and extinguished. Tenant acknowledges that it has not relied on any estimates, representations or statements of opinion or fact by Landlord, its officers, directors, shareholders, employees, or leasing and management agent in entering into this Lease other than as may be expressly provided herein. No change or modification of this Lease or any of the provisions hereof shall be valid or effective unless the same is in writing and signed by authorized representatives of Landlord and Tenant.

 If checked, this Lease includes the Addendum to the Lease attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first written above.

LANDLORD:

2600 DOUGLAS CENTRE, LLC

By: _____
Mary L. Demetree, Manager

Date: _____

TENANT:

By: _____
[Name & Title]

Date: _____

EXHIBIT "A"

2600 DOUGLAS CENTRE, LLC

RULES AND REGULATIONS

1. BUILDING HOURS AND ACCESS.

(a) The Building is open for "Normal Building Hours" Monday through Friday from 7:00 A.M. to 6:00 P.M., and on Saturdays from 8:00 A.M. to 1:00 P.M., except on Legal Holidays.

(b) Access to the Building at times other than Normal Building Hours, and to the Parking Area at all times is by access card. Landlord will furnish to Tenant access cards as needed by Tenant from time to time upon payment by Tenant of a FIFTY AND NO/100 DOLLARS (\$50.00) security deposit for each access card. Said security deposit will be refunded upon the surrender of any access card in good condition, ordinary wear and tear excepted. In the event that an access card is lost, damaged, or otherwise not returned to Landlord, Tenant shall be required to pay a replacement fee of FIFTY AND NO/100 DOLLARS (\$50.00) for the lost or damaged access card or the said security deposit will be forfeited. The said replacement fee may be adjusted from time to time by Landlord without notice to Tenant. Landlord shall have the right, if permitted by law, to co-mingle the funds representing the said security deposit with other funds belonging to Landlord and shall not be required to pay Tenant any interest on the said security deposit.

(c) At times other than Normal Building Hours, access to the Building, Common Areas, or to the Premises may be refused unless the person seeking access is granted entry by Tenant by use of the telephone entry system. The Landlord shall in no event be liable for damages for any error with regard to the admission to or exclusion from the Building of any person.

(d) At times other than Normal Building Hours, access to the Building shall be limited to the entrance(s) designated and provided by Landlord.

(e) Landlord and its agents reserve the right at all times to exclude or expel from the Building any person who, in the judgment of Landlord or its agents, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.

(f) Landlord and its agents reserve the right at all times to exclude loiterers, vendor's, solicitors, and peddlers from the Building and to require registration of satisfactory identification of credentials from all persons seeking access to any part of the Building at any time. The Landlord and its agents will endeavor to exercise their best judgment in the execution of such control but shall not be liable for the granting or refusal of such access.

(g) Landlord and its agents are not required to grant access to the Premises to any person who does not possess a key for the Premises including Tenant's officers, directors, shareholders, employees, agents, or servants. Should entry be requested by such person(s) then the Landlord or its management agent must be given verbal consent by one (1) of the two (2) designated people in the Building's emergency contact list. Landlord shall have no liability if it grants access to the Premises to any person authorized by one (1) of the two (2) designated people in the Building's emergency contact list

(h) In case of invasion, mob, riot, public excitement , or other commotion, the Landlord and its agents reserve the right to prevent access to the Building during the continuance of the same by closing and locking of the doors or otherwise, for safety of the tenants and protection of property in the Building and the Building.

2. BUILDING

(a) All deliveries must be through the service entrance and must utilize the freight elevator.

(b) No moving into or moving out of the Building, and no furniture, freight, goods, merchandise, or equipment of any kind shall be moved into or moved out of the Building without the prior notice to Landlord. Moving of the same into or out of the Building shall be done at such time and in such manner as Landlord shall designate from time to time; currently moves are permitted on Mondays through Fridays From 8:00 A.M. to 4:00 P.M..

(c) Prior to moving into or moving out of the Building, or the moving of furniture, freight, goods, merchandise or equipment, Tenant or Tenant's mover shall obtain and deliver to Landlord a certificate of paid-up insurance satisfactory to Landlord to protect Landlord and its agents against loss, liability, or damage occurring during such move; as provided in Article 23 of the Lease.

(d) The sidewalks, corridors, passages, entrances, exits, elevators, and stairways shall not be obstructed by Tenant or used for any purpose other than for ingress and egress from the Premises.

(e) Landlord and its agents shall have the right to control and operate the public portions of the Building, the public facilities, and heating and air conditioning, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally.

(f) Except in an emergency, no person shall go upon the roof of the Building without the written consent of the Landlord.

(g) No person shall solicit in the Building, Parking Area, or Common Areas, nor shall any person distribute any handling or other advertising matter onto automobiles or other vehicles parked in the Parking Area.

(h) No sign, placard, picture, advertisement, name, or notice shall be inscribed, displayed, printed, or affixed on or to any part of the outside or inside of the Building without the written consent of Landlord which consent may be unreasonably and arbitrarily withheld. Landlord or its agents shall have the right to remove any such sign, placard, picture, advertisement, name, or notice without notice to and at the expense of Tenant.

(i) Landlord will maintain an alphabetical directory board on the ground floor lobby of the Building. Tenant will be allocated one strip for each 750 square feet of Net Rentable Area of the Premises. All letters and numbers will be in the standard graphics for the Building. **At Landlord's expense, Landlord shall install signage for two companies on directory as well as two suite entry signs.**

(j) Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant, or in Tenant's name or trade name, without the written consent of Landlord, except Tenant may use the name of the Building in Tenant's address.

(k) The toilets, urinals, sinks, water fountains, and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be paid by Tenant who, or whose officers, directed, shareholders, employees, agents, invitees, servants, licensees, visitors, guest, patrons, or customers shall have caused it.

(l) Pursuant to Florida's "Clean Indoor Air Act," all enclosed areas in the Building are considered non-smoking areas unless designated otherwise. This includes rest rooms, elevators, corridors, and the lobby. Tenant shall be responsible to ensure compliance with this rule by all of its employees and guests.

(m) Tenant shall designate two (2) people who can be contacted in case of a Building emergency. The names and telephone numbers provided will be available to the Landlord and its management agent and will be included in the Building's emergency contact list. Tenant is responsible for notifying Landlord of any changes to the emergency contact list.

(n) Neither Tenant nor any of Tenant's personnel or invitees may enter any of the mechanical rooms, janitorial closets, electrical rooms, or telephone rooms, without authorization from Landlord.

(o) Tenant shall have the free use of the mail chute installed in the Building, but the Landlord does not guaranty the efficiency of said mail chute and shall not be responsible for any damage or delay which may arise from use thereof.

3. DOORS AND WINDOWS.

(a) Tenant shall keep all entrance doors to public corridors closed at all times, except for normal ingress to and egress From the Premises.

(b) Tenant shall not alter, without the consent of the Landlord, any lock or install any new or additional locks or any bolts oil any doors or windows of the Premises. Ail) approved alteration to locks or bolts must be to the Building standard, be keyed to the Building's key code system, and be at the Tenant's expense. Landlord and its agents may at all times keep a pass key to the Premises. All keys to the Premises, bathrooms, and mail box shall be returned to Landlord promptly upon termination of the Lease. Tenant shall pay to Landlord the cost of any lost keys.

(c) Landlord will provide and install one (1) sign at Landlord's cost at the entry to the Premises. All letters and numbers will be in the standard graphics for the Building. Any changes made after the initial sign provided by Landlord will be at Tenant's expense.

(d) Tenant shall not place anything (including but not limited to stickers, decals, posters, and signs) or allow anything to be placed near the glass of any window, door, partition, or wall which may appear unsightly from outside the Premises; provided, however, that Landlord may furnish and install a Building standard window covering at all exterior windows.

4. PREMISES.

(a) Tenant's personnel shall, before leaving the Premises unattended, close and lock all entrance doors and shut off all utilities; any damage resulting from failure to do so shall be paid by Tenant. Tenant, before the closing of the day and leaving the Premises shall see that all entrance doors are closed and locked, all lights and other utilities are shut off; and all computer monitors are shut off; any damage resulting from failure to do so shall be paid by Tenant.

(b) Tenant shall not in any way deface the Premises or any part thereof.

(c) Tenant is responsible for removal of boxes and debris accumulated by moving into or out of the Building and for major deliveries.

(d) Tenant is responsible for cleaning services and janitorial supplies such as toilet paper and paper towels in kitchen areas and rest rooms within the Premises (if applicable).

(e) Tenant shall participate in the trash recycling program set forth by the Landlord, governing agencies, and requirements by law. Requirements for trash recycling may be changed from time to time. Tenant shall be responsible for any fines, liens, clean-up costs, and ally other costs related to its non-participation ill the trash recycling program.

(f) Tenant shall not overload the floor of the Premises. Landlord shall have the right to prescribe the weight, size, and position of all safes, liling systems, and other heavy

property brought into the Building and also the time of day and manner of moving the same into or out of the Building. Safes, filing systems, or other heavy property shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safes, filing systems, or other heavy property from any cause and all damage done to the Building or the Premises by moving or maintaining of any such safes, filing systems, or other heavy property shall be repaired at Tenant's expense. Tenant shall reimburse to Landlord any engineering fees paid or incurred by Landlord to verify loading or location of such safes, filing systems, or other heavy property, or to design systems of their support.

(g) Tenants are cautioned in purchasing furniture and equipment that the size is limited to such as can be placed on the elevator and will pass through the doors of the Premises. Large pieces should be made in parts and set up in the Premises. Landlord reserves the right to refuse to allow to be placed in the Building any furniture or equipment of any description which do not comply with the above conditions.

(h) All contractors and/or technicians performing work for Tenant within the Premises shall be referred to Landlord for approval before performing such work. This shall apply to all work including, but not limited to, installation of telephones, computer equipment, electrical devices, and attachments, and all installations affecting floors, walls, windows, doors, ceilings, equipment, or any other physical feature of the Building, Premises, or Parking Area. Landlord reserves the right to designate the time when such work may be performed. None of this work shall be done by Tenant without Landlord's prior written approval. Reference should be made to Article 11 of the Lease respecting additional requirements including insurance.

(i) Landlord will direct electricians as to where and how telephone, computers, CATV, or other wires or cables are to be introduced. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of telephones, call boxes, and other office equipment affixed to the Premises shall be subject to the approval of Landlord. No wires of any kind or type (including, but not limited to, television or radio antennas) shall be attached to the outside of the Building.

(j) Tenant shall not, without Landlord's written consent, install or operate at the Premises any large business machines or equipment not customarily used in general business offices or that use electricity in excess of 120 volts, or carry on any mechanical business at the Premises. Tenant shall not operate any device which may emanate electrical waves that will impair radio or television broadcasting or reception from or in the Building, or interfere with any other equipment operated by other tenants in the Building.

(k) Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline, or other inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.

(l) Tenant shall not use, keep, or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord, its agents, or other occupants of the Building

by reason of noise, odors, and or vibrations, or interfere in any way with other tenants or those having business therein, not shall any mammal or bird be brought in or about the Premises of the Building

(m) No cooking shall be done or permitted by Tenant on the Premises, nor shall the Premises be used for the storage of mechanical, washing clothes, lodging, or any improper, objectionable, or immoral purposes, except for convenience appliances such as toasters, toaster ovens, microwave ovens, and dishwashers suitable for office use. Tenant shall not use or keep in the Premises any ranges, ovens, or space heaters.

(n) No vending machine or like machines of any description shall be installed, maintained, or operated upon the Premises without the written consent of the Landlord.

(o) If the Premises become infested with vermin, Tenant, at its sole cost and expense, shall cause its Premises to be exterminated from time to time, to the satisfaction of Landlord and shall employ exterminators that are approved by the Landlord.

(p) Tenant is responsible for the proper maintenance of plants within the Premises and shall see that any Tenant's plants are properly treated to prevent or eliminate insects, mildew, fungus, and diseases.

(q) Landlord shall provide to Tenant a Fire Emergency Plan booklet and Fire Evacuation Plan stating procedures for the safety of the Tenant and other occupants of the Building. Tenant shall post the Fire Evacuation Plan in a central location at the Premises so that the Tenant, its officers, agents, servants, and employees may review the Fire Evacuation Plan. Landlord shall have no liability for the contents or effectiveness of the Fire Emergency Plan booklet and the Fire Evacuation Plan.

(r) Upon Landlord's request, Tenant shall be responsible for the removal of all telephone, computer, CATV, and other wiring and cabling installed by the Tenant, prior to moving out of the Premises.

(s) Landlord will endeavor to maintain the HVAC system within the guidelines of the State of Florida, Department of Energy, Energy Efficiency Code which states indoor design temperatures used for thermal comfort is no greater than 72° Fahrenheit for heating and 78°Fahrenheit for cooling.

5. PARKING AREA.

(a) Washing, waxing, and performing maintenance or repairs on vehicles in the Parking Area is prohibited.

(b) The speed limit in the Parking Area is five (5) miles per hour.

(c) Double parking in the Parking Area is prohibited.

(d) Overnight parking in the Parking Area is prohibited.

(e) Landlord has the right to tow or otherwise remove vehicles improperly parked, blocking ingress or egress lanes, or otherwise violating parking rules at the expense of the offending Tenant and/or owner of the vehicle, including storage costs, and Landlord shall have no liability to Tenant and/or the owner of the towed vehicle for same

6. MAINTENANCE REQUESTS.

ALL MAINTENANCE REQUESTS SHALL ONLY BE MADE THROUGH THE ON-LINE SYSTEM AT: WWW.DEMETREEREALESTATE.COM

TENANTS SHALL NOT REQUEST VERBALLY OR OTHERWISE ANY REQUEST FROM ONSITE PERSONNEL, OTHER THAN THE ONLINE SYSTEM SPECIFIED IN THAT PROGRAM. THE ONLINE SYSTEM IMMEDIATELY SENDS A MAINTENANCE REQUEST TO ALL OWNERS OF THE PROPERTY, THE MANAGEMENT COMPANY AND ONSITE PERSONNEL.

EXHIBIT "B"

2600 DOUGLAS CENTRE, LLC

LANDLORD'S INSURANCE REQUIREMENTS

Please have your insurance carrier furnish us with a certificate of your insurance showing the amounts and types of coverage and send copies of renewals as they occur. Also, please require your insurance carrier to provide us with written notification in the event of cancellation or change in your policy.

The name and address of the Landlord are:

**2600 DOUGLAS CENTRE, LLC
941 W. Morse Blvd., Suite 315
Winter Park, Florida 32789**

The following is a copy of Article 24 of your Lease, restated for your convenience:

24. TENANTS INSURANCE COVERAGE.

(a) Tenant agrees that, at all times during the Term (as well as prior and subsequent thereto if Tenant or any of Tenant's agents should then use or occupy the Premises or any part thereof), it will keep in force, with an insurance company licensed to do business in the State of Florida and acceptable to Landlord:

- (1) Commercial general liability insurance in the amount of not less than **ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)**.
- (2) Employer's liability insurance with limits not less than **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**.
- (3) Tenant's property damage insurance, including improvements and betterments insurance, fire, extended coverage, vandalism and malicious mischief, and sprinkler leakage insurance, with limits of not less than the full replacement value of Tenant's improvements to the Premises including drywall, paint, stucco, carpet, framing of no less than \$100 per square foot (without deductible insofar as liability coverage is concerned and with not more than **FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)** deductible insofar as property damage is concerned).
Such policies will, (i) include Landlord, its subsidiaries, parents, partners (if applicable), officers, directors, shareholders, employees, agents, and such other parties as Landlord may reasonably designate as additional

insured, (ii) be considered primary Insurance, (iii) include within the terms of the policy or by contractual liability endorsement coverage insuring Tenant's indemnity obligations under Article 23, and (iv) provide that it may not be canceled or changed without at least thirty (30) days prior written notice from the company providing such insurance to each party insured thereunder.

(4) Tenant will also maintain throughout the Term workers' compensation insurance with not less than the minimum statutory limits of coverage.

(b) The insurance to be provided by Tenant will be for a period of not less than one year. At least fifteen (15) days prior to the Lease Commencement Date, Tenant will deliver to Landlord original certificates of all such paid-up insurance; thereafter, at least fifteen (15) days prior to the expiration of any policy Tenant will deliver to Landlord such original certificates as will evidence a paid-up renewal or new policy to take the place of the one expiring. Such certificates shall name Landlord, its subsidiaries, parents, partners (if applicable), officers, directors, shareholders, employees, agents, and such other parties as Landlord may reasonably designate as additional insured and, meet other requirements of Paragraph 24(a).

(c) Tenant shall provide to Landlord certificates of paid-up insurance satisfactory to Landlord from (i) Tenant's contractor(s) and subcontractor(s) as provided in Article 11 prior to the performing of any alterations, additions, or improvements to the Premises; and (ii) Tenant's mover as provided in the Rules and Regulations respecting moving into and moving out of the Premises as may be adopted by Landlord from time to time, prior to Tenant moving into or moving out of the Premises. All insurance coverage to be provided by Tenant's contractor(s), subcontractor(s), or mover shall be issued by an *Insurance company licensed to do business in the State of Florida and acceptable to Landlord, commercial general liability insurance in the amount of not less than **ONE MILLION AND NO/100 Dollars (\$1,000,000.00)**. Such policies will, (i) include Landlord, its subsidiaries, parents, partners (if applicable), officers, directors, shareholders, employees, agents, and such other parties as Landlord may reasonably designate as additional insured, (ii) be considered primary insurance, and (iii) provide that it may not be canceled or changed without at least thirty (30) days prior written notice from the company providing such insurance to each party insured thereunder.

EXHIBIT “C”

2600 DOUGLAS CENTRE, LLC

SUITE 906 FLOOR PLAN, As Designed by Tenant

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EXHIBIT “D”

2600 DOUGLAS CENTRE, LLC

LANDLORD’S AND TENANTS SCOPE OF WORK

Landlord’s Scope of Work

Landlord to provide Tenant a maximum improvement allowance of \$77,850, including all hard and soft costs, based on the calculation of \$50.00 multiplied by the rentable square footage of 1,557.

Tenant’s Scope of Work

1. Tenant shall be responsible for all tenant improvements costs in excess of \$77,850, including all hard and soft costs.
2. All furniture to be provided by tenant. Landlord is not responsible for any furniture, fixtures, or equipment (FF&E).

On, or before 90 days prior to the Rent Commencement Date Tenant shall notify landlord’s construction representative, Jaime Jimenez, via email at Jaime.Jimenez@DRESI.com of Tenant’s Additional Scope of Work, if any.

EXHIBIT "E"**2600 DOUGLAS****BUILDING STANDARD IMPROVEMENTS**

Property Name: Douglas Centre			Revision Date: 07-30-2017	
ITEM		MANUFACTURER	STYLE	FINISH
LOCK SPECIFICATIONS:				
Interior Lockset		Schlage	SC1 series lever-set / passage	Satin Chrome
Key ways		Schlage	SC1 6 pin	Satin Chrome
Wood entrance door		Schlage	leverset and deadbolt	Satin Chrome
Glass entrance door		CRL	keyed cylinder / thumbturn combo	Polished stainless
DOOR SPECIFICATIONS:				
Door Closers		Commercial Grade	Surface mounted	Gray
Door Stops/Wall Stops		Everbilt	wall mounted / floor mounted	Satin Chrome
Door Hinges		Everbilt	Ball bearing	Satin Chrome
Interior doors	INTERIOR		3'0"W X 7'8"H X 1 ¾ thick solid door	TBD
Glass door / single or double	RECEPTION AREA ONLY	CRL	Herculite style 3'0" or 6'0" (W) X 7'6" or 8' (H) X 3/8" thick	Tempered glass polished

HVAC MATERIALS:				
Supply Air Diffuser		Titus	model: TBD / size: 2 X 2	White
Return Air Grills		Titus	model: TBD / size: 2 X 2	White
BUILDING STANDARDS:		Description		Price
Standard Carpet		Textured loop 20 ozs / Books Gridlock and Dynamite		\$1.00 per square feet, labor & mate- rials for installation \$0.80 per square feet
Padding		1/8" thick		\$0.30 per square feet
Vinyl wood planks	UPCHARGE	Different brands 36" X 6" / 0.25" thick w/click & soundproofing		\$5.50 square feet
VCT Flooring	BREAK AREA ON- LY	Vinyl composite tile 12" X 12" / 1/8" thick		\$2.25 square feet includes labor and materials to install
Standard vinyl baseboard		Johnsonite TightLock resilient wall base 4-1/4"		\$1.25 linear feet
Wood baseboard	UPCHARGE	up to 5-1/4" painted in white		\$3.75 linear feet
Ceiling tile	IF RE- PLACED	2 x 2 Armstrong cortega 704 / angled tegular		
Paint Interior walls		Benjamin Moore ultraspec 500 eggshell or flat		\$130.00 /5 gallons
Paint doors and door's frames		Benjamin Moore semi-gloss DTM oil base		\$65.00 /1 gallon
Stone	UPCHARGE			

LIGHTING SPECIFICATIONS:

Light Fixtures		Lithonia	Recessed / white	Volumetric troffer 2 X 4 & 2 X 2
Light Bulbs		Sylvania	Compact Fluorescent energy savers	Cool white or 741
Tubes		Sylvania	T-8	741
Ballasts		Magnatek	Electronic	Multi-volt 2-32W
Occupancy sensors		Leviton	Decora 277V wall switch occupancy sensor	
Timers		Intermatic	15 AMP in-wall heavy duty astro-nomic digital timer	
INTERIOR FINISHES:				
Interior window blinds	UPCHARGE	TBD	TBD	TBD
Kitchen Cabinet	UPCHARGE		Formica	TBD
Interior glass sidelite	UPCHARGE	Frameless type	Glass 1/2" thick / Top & bottom channel 1 3/4" X 1 3/4"	TBD
MISCELLANEOUS:				
Internet Capabilities		Comcast	up to 105 MB	
Fiber optic Provider		TW Telecom	up to 1 GB	
Fiber optic Provider #2		Fiber Light	up to 1 GB	

Vendor Certificate of Insurance Requirements

Contractor agrees to carry, at Contractor's sole expense, the following insurance coverage:

- A. Workers Compensation Insurance in the statutory amount and employer's liability coverage in an amount of at least Five Hundred Thousand Dollars (\$500,000).
- B. Automobile liability insurance on any vehicle used by Contractor in the performance of the services specified herein with combined single limit coverage of not less than One Million Dollars (\$1,000,000).
- C. Comprehensive general liability insurance with combined single limit coverage of not less than One Million Dollars (\$1,000,000) per occurrence, \$2,000,000 aggregate. Said coverage shall include provisions for blanket contractual liability, personal injury and broad form property damage.
- E. Certificate of Insurance must list the following entities as Additional Insured:

2600 Douglas Centre, LLC it's general and/or limited partners, employees, agents, officers, directors. Shareholders or employees of any corporate partner and such other parties as Owner may reasonably designate as additional insured's."

Please have your insurance company forward this information to Jaime Jimenez via email at Jaime.Jimenez@DRESI.com as soon as possible.

EXHIBIT "F"
LEGAL DESCRIPTION

Lot 13 through 28 inclusive, together with that portion of the North ½ portion of the North South Alley lying East of Lot 20 in Block 12, according to the Plat thereof, of CORAL GABLES CRAFTS SECTION, recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "G"

RENT COMMENCEMENT CERTIFICATE

This Rent Commencement Certificate dated _____, 2021 is between 2600 Douglas Centre, LLC ("Landlord") and _____ ("Tenant").

A.) Landlord and Tenant executed a certain Lease dated _____, 2021 ("Lease"), for Suite # _____

B.) Landlord and Tenant now desire to set forth in writing the actual Rent Commencement and Expiration Dates of the Lease:

1. Rent Commencement Date is _____, 2021.

2. The Monthly Rent Schedule is as follows:

_____, 202_ - _____, 202_ :	\$0.00 (Rent Abated);
_____, 202_ - _____, 202_ :	\$ _____ + applicable sales tax;
_____, 202_ - _____, 202_ :	\$ _____ + applicable sales tax;
_____, 202_ - _____, 202_ :	\$ _____ + applicable sales tax;
_____, 202_ - _____, 202_ :	\$ _____ + applicable sales tax;
_____, 202_ - _____, 202_ :	\$ _____ + applicable sales tax;
_____, 202_ - _____, 202_ :	\$ _____ + applicable sales tax;

3. Lease Expiration Date is _____, 202_

4. Base Year: 202_ ; Pro-rata share: _____ %

5. Parking spaces: _____ ; Parking rate per space: \$110.00_

6. Security Deposit: \$ _____

7. Right of First Refusal: YES/NO; Space: Yes

8. Billing Contact: Name: _____
Email: _____

C.) Tenant agrees to provide during walk through and execution of Rent Commencement, a "Punch list" of items that will be diligently completed/repaired within a reasonable timeframe acceptable to Landlord.

D.) Tenant agrees to execute Rent Commencement upon the sooner of (i) completion of Tenant's space in accordance with the outlined Tenant Improvements (ii) upon receipt of

Temporary Certificate of Occupancy or, (iii) upon receipt of Certificate of Occupancy. Failure to complete the Rent Commencement based on the outlined terms will result in immediate default of the executed Lease agreement.

Tenant:
Representative:

Landlord or Landlord

By: _____

By: _____

Date: _____

Date: _____

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EXHIBIT "H"

PERSONAL GUARANTY

In consideration, and as an inducement for the granting, execution and delivery of that certain Lease, dated September __, 2020 (hereinafter the "Lease"), by **2600 Douglas Centre, LLC** (hereinafter "Landlord") to _____, I the Tenant therein named, and in further consideration of the sum of (to be specified in a cost accounting provided to Tenant and Guarantors after completion of build out and payment of any leasing commission as set forth) and other good and valuable consideration paid by Landlord to the undersigned (the receipt and sufficiency thereof being mutually acknowledged), the undersigned hereby guarantees to Landlord; (a) the full and prompt payment of all rents and other sums payable by Tenant under the Lease; and (b) the full and timely performance and observance of all terms and conditions to be performed and observed by Tenant under the Lease, including, but not limited to, the "Rules and Regulations" attached to the Lease; and the undersigned hereby agrees that if default will at any time be made: (i) the payment of any such rent and/or other sums payable under this Lease, or (ii) the performance and observance of any of the terms and conditions contained in the Lease, the undersigned will forthwith pay such rent and/or other sums (and any arrears of any of the same) to Landlord and will forthwith perform and fulfill all of such terms and conditions of the Lease, and will forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant under the Lease, including, without limitation, all attorneys' fees and disbursements incurred by Landlord in connection with any such default and/or in connection with the enforcement of this Guaranty, whether or not suit be brought (and if suit be brought, through all appellate actions and proceedings, if any).

This Guaranty is an absolute and unconditional Guaranty of payment and of performance. It will be enforceable by Landlord, its legal representatives, successors or assigns against the undersigned, its heirs, legal or personal representatives, successors or assigns, as the case may be, without the necessity for any suit or proceeding whatsoever against Tenant and without the necessity of any notice of non-payment, non-performance or non-observance or any notice of acceptance of this Guaranty or of any other notice or demand to which the undersigned might otherwise be entitled, all of which the undersigned hereby expressly waives, and the undersigned expressly agrees that the validity of this Guaranty and the obligations of the undersigned hereunder will in no way be terminated, affected, diminished or impaired by reason of the assertion, or the failure to assert, by Landlord against Tenant any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease, or any facts or circumstances arising there from (including, without limitation, the release of Tenant's liability under the Lease by agreement and/or pursuant to any statute or court decision).

This Guaranty is a continuing Guaranty, and the liability of the undersigned hereunder will in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms or conditions of the Lease or by reason of any extension of time that may be granted to Tenant, or by reason of any dealings or transactions or other matters or things occurring between Landlord and Tenant, whether or not notice thereof is given to the undersigned. If the undersigned will be more than one person or entity, (i) the liability of all of them under this Guaranty will in all respects be joint and several, and (ii) notice to or from any of them will constitute notice to or from (as the case may be) each of them. Guarantor covenants with Landlord that Guarantor is jointly and severally bound with Tenant, as principal debtor as if Guarantor were named Tenant hereunder.

Guarantor hereby waives any right to require Landlord to proceed against Tenant or any other person or to proceed against or to exhaust any security held from Tenant or to pursue any other remedy whatsoever which may be available to Landlord before proceeding against Guarantor.

In the event of termination of this Lease other than by surrender accepted by Landlord, or in the event of disclaimer of this Lease pursuant to any statute, or in the event that Tenant (if a corporation, partnership or joint venture) ceases to exist, then at the option of Landlord, Guarantor shall execute a new lease of the Premises between Landlord as Landlord and Guarantor as Tenant for a term equal in duration to the residue of the term of this Lease remaining unexpired at the date of such termination or such disclaimer, or such cessation of existence. Such lease

shall contain the like Landlord's and Tenant's obligations respectively and the like covenants, provisos, agreements, and conditions in all respects as contained in this Lease, without releasing Tenant's existing liability.

GUARANTOR HEREBY AGREES THAT ITS OBLIGATIONS HEREUNDER ARE PERFORMABLE IN THE COUNTY OF THE PREMISES AND HEREBY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF FLORIDA, MIAMI-DADE COUNTY, IN ANY ACTION OR PROCEEDING WHATSOEVER BY LANDLORD TO ENFORCE ITS RIGHTS HEREUNDER, AND WAIVES ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY CLAIMS UNDER THE LEASE, THE GUARANTEE, OR RELATED TO ENFORCEMENT OF SAME..

All of Landlord's rights and remedies under the Lease and under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be an exclusion of or a waiver of any of the others.

Any sums not paid to Landlord when due hereunder will bear interest at the rate of 18% per annum, or such higher rate as may then be lawful, from the due date until full payment is received by Landlord. If the undersigned is an entity, the person signing this Guaranty personally and on behalf of such entity represents and warrants that the execution and delivery hereof have been duly authorized by such entity's board of directors, shareholders, partners and/or other requisite parties, as the case may be.

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GUARANTOR:

Signature: _____

Address _____

Print Name: _____

Individually

Address _____

Driver's License No: or Social Security No.: _____

STATE OF FLORIDA)
)
COUNTY OF MIAMI DADE)

I HEREBY CERTIFY, that on this day before me, an officer duly authorized in the State and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged by _____ of Miami, Florida, who is personally known to me, or who has produced Florida Driver's License No. _____ as identification and who did () did not () take an oath.

My Commission Expires: _____		Notary Public, State of Florida at Large _____
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EXHIBIT "I"
ACH AUTHORIZATION FORM

I (we) hereby authorize DEMETREE REAL ESTATE SERVICES, as agent for _____
(PROPERTY) to initiate debit entries from my (our) checking/savings account at the financial institution listed
below. I acknowledge that this authority will remain in full force and effect until Demetree Real Estate Services has
received written notification from me (us) of its termination as to afford Demetree Real Estate Services and the
financial institution a reasonable opportunity to act on it.

Name of Business: _____
Business Address: _____
Name of Financial Institution: _____
Address of Financial Institution- Branch, City, State, Zip: _____

Financial Institution Routing Number: _____
Checking/Savings Account Number: _____



Amount Authorized to be Debited Monthly (Must be in Compliance with Lease and will adjust with rent):

Requested Draft Date (Must be in Compliance with Lease): _____
Name (Please Print): _____
Signature: _____ Date: _____

****A VOIDED check must be submitted, along with this completed form, for debits to be initiated. Please note that a
Convenience Fee of \$1.95/transaction applies****