

Office Lease

for

(Building Name)

between

(Landlord)

Landlord

and

(Tenant)

Tenant

Dated:

, 2021

OFFICE LEASE
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“G” ACH AUTHORIZATION FORM

LEASE SUMMARY

- A. Date of Lease: _____, 2021
- B. Landlord:
- C. Landlord's Address: 941 W. Morse Blvd., Suite 315, Winter Park, Florida
32789
- D. Tenant:
- E. Tenant's Address:
- F. Building:
- G. Premises: _____, as depicted on Exhibit A
- H. Rentable Square Feet: _____ Rentable Square Feet
- I. Base Rent: _____ Month 1-12 \$ _____ \$ Monthly

*Applicable Florida State Sales Tax, currently at %, shall also be applied.
- J. Initial Term:
- K. Renewal Option:
- L. Lease Commencement:
- M. Rent Commencement:
- N. Expiration Date:
- O. Signage: See Article 10
- P. Security Deposit: \$ _____, payable upon execution of this Lease.
- Q. Use of Premises: General Office use.
- R. Base Year: 20__
- S. Guarantor:
- T. Brokers: _____ (for Landlord) and _____ for Tenant.

THIS LEASE SUMMARY is incorporated into and forms a part of the Lease Agreement to which it is attached.

OFFICE LEASE AGREEMENT

THIS AGREEMENT made this ___ day of _____, **2021** by and between **(Landlord)** (hereinafter called "Landlord") and _____ (hereinafter called "Tenant").

That Landlord for and in consideration of the covenants and agreements hereinafter set forth and the rent hereinafter specifically reserved, does hereby lease, unto Tenant, the space described as follows:

ARTICLE 1 **PREMISES**

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain premises described in the Lease Summary (the 'Premises') in the building located at (location) (the "Building") for the Term. 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 holdover rent under Article 20 of this Lease, without apportionment or proration.

ARTICLE 2 **TERM AND COMMENCEMENT**

2.01 **Term.** The **[initial]** term of this Lease (the "Initial Term") shall begin on the date that this Lease is executed by both Landlord and Tenant (the "Commencement Date") and continue for _____ months from and including the Rent Commencement Date (as defined in the Lease Summary), except that if the Rent Commencement Date is on a date other than the first day of a calendar month, then from and including the first day of the calendar month following the Rent Commencement Date. As used in this Lease, the term "Lease Year" shall mean each successive twelve (12) calendar months during the Term, beginning on the Rent Commencement Date; provided, however, if the Rent Commencement Date does not occur on the first day of a month, the first Lease Year shall be the period of time from the Rent Commencement Date to the last day of the twelfth (12th) full calendar month following the month in which the Rent Commencement Date shall have occurred, and each subsequent Lease Year shall be a consecutive twelve (12) month period. Tenant shall commence doing business on or before the Rent Commencement Date and shall continuously operate its business at the Premises for the Term.

2.02 **Notice at Expiration.** Notwithstanding anything to the contrary contained herein, Tenant [is hereby required to notify Landlord, two hundred and seventy (270) days prior to the expiration of this Lease, or any extension or renewal thereof, of its intention to vacate the Premises at the expiration of this Lease. If such notice is not received by Landlord by the date which is two hundred and seventy (270) days prior to the expiration of the then current term, this Lease will automatically renew on a Month-to-Month basis and Tenant will pay monthly rent at the greater of the Holdover rate as specified in Section 20 of this Lease or the current market rate at the time of Lease expiration. Such monthly rent amount will begin on the first day following the expiration date and shall continue through and including the last day in which Tenant occupies the Leased Premises. Tenant shall, upon vacating the Premises, leave the Premises in accordance with, and pursuant to, the terms of the Lease as it would have if vacating at the natural expiration of this Lease.

2.03 Landlord's Notice to Vacate. In the event Landlord decides to redevelop the Property on which the Premises are located, after the first year of the initial term, Landlord hereby reserves the right, upon

Ninety (90) days written notice to Tenant, to terminate this Lease. **[Use for Wintergate Square and Winter Park Station only]**

2.04 Renewal Option. Tenant shall have the option to extend the term of this Lease for up to _____ (____) renewal terms of _____ (____) years each (each a "Renewal Term"), provided that (a) Tenant is not in uncured default under this Lease beyond any applicable notice and cure period, if any; and (b) Tenant has not been late on more than _____ occasions within any _____ month period, during the term of this Lease in the required payment of Base Rent or Additional Rent. A rental payment shall be considered "late" if it is received by Landlord after the tenth (10th) calendar day of the month. Base Rent for the first Lease Year of any Renewal Term shall be the greater of (1) the Base Rent for the immediately preceding Lease Year increased by _____ percent (%), or (2) the then fair market rent as determined by Landlord. Base Rent for each Lease Year of any Renewal Term after the first Lease Year of such term shall be the Base Rent for the immediately preceding Lease Year increased by _____% per annum. Tenant shall exercise Tenant's option to renew the then current term (Initial Term or Renewal Term, as the case may be) by giving written notice to Landlord at least one hundred eighty (180) days prior to the end of the then current term, time being of the essence, or Tenant shall be deemed to have waived Tenant's right to renew the Term of this Lease. The Initial Term of this Lease, together with any Renewal Term, is herein collectively referred to as the "Term".

2.05 Delivery of Premises. The Premises shall be delivered in "as-is" condition. The Premises shall be deemed to be delivered to Tenant on the date that Landlord delivers possession of the Premises to Tenant (the "Delivery Date"). Tenant agrees to meet on the Premises with Landlord (or Landlord's representative) on a date that is mutually agreed on but in no event less than three (3) days after Tenant has received notification from Landlord and the Tenant shall execute a "Rent Commencement Certificate" (the form of which is substantially in the form attached hereto" as Exhibit D) and Tenant shall sign and deliver attached Rent Commencement Certificate completed and signed prior to occupying Premises and delivery of the keys to Tenant. Notwithstanding the foregoing, Tenant taking possession of the Premises to install fixtures or equipment, perform Tenant's Work, or for any other purpose whatsoever shall be conclusive evidence against Tenant that the Premises [and Landlord's Work] [are/is] in satisfactory condition and acceptable to Tenant. Tenant shall be responsible for all permitting and construction costs incurred.

2.06 Tenant's Work. In accordance with the provisions of Exhibit F, Tenant, at its expense, shall perform all of Tenant's Work (as defined on Exhibit F). All contractors and subcontractors performing any work in, on or about the Premises or providing any materials, supplies or equipment therefor on behalf of Tenant, as part of Tenant's Work or otherwise, shall be approved by Landlord.

ARTICLE 3 **RENT, OPERATING EXPENSES AND TAXES**

3.01 Base Rent. Tenant agrees to pay to Landlord the Base Rent, as shown in the Lease Summary, without notice or demand, the monthly sum, in advance, on or before the first day of each and every successive calendar month during the Lease Term, except the first month's rent shall be paid upon the execution hereof. Applicable State sales tax as set forth in Section 3.05 below will be collected on the Base Rent and will be included in the monthly payment. 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.

3.02 Abatement Period. Notwithstanding anything to the contrary contained herein, provided Tenant is not in default hereunder, Tenant's obligation to pay Base Rent otherwise due for the months of _____ (the "Base Rent Abatement Period") shall be abated. The rent abated during the Base Rent Abatement Period is herein 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 therein at the rate of _____ percent (____%) 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 rights or remedies, in the event of a default by Tenant, pursuant to this Lease at law or in equity.

3.03 Additional Rent. Any and all sums other than Base Rent that may become due by Tenant to Landlord under this Lease (including but not limited to Excess Operating Expenses and Taxes) 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.

3.04 Proration of Rent. If the Rent Commencement Date shall be other than the first (1st) day of a calendar month, then the Rent for the calendar month in which the Rent Commencement Date shall occur shall be prorated based on the portion of such calendar month contained within the Term, and such prorated amount shall be due and payable on the first day of the first calendar month occurring after the Rent Commencement Date.

3.05 Tax on Rentals. In addition to the Rent, Tenant shall and hereby agrees to pay to Landlord each month a sum equal to any sales tax, tax on rentals, and any other charges, taxes and/or impositions now in existence or hereafter imposed based upon the privilege of renting the space leased hereunder or upon the amount of rental collected therefore.

3.06 Payment of Rent. Except to the extent that Rent is paid via ACH, such being processed pursuant to the immediately following paragraph below, Rent checks are to be made payable to Landlord, at **941 W. Morse Blvd., Suite 315, Winter Park, FL 32789**, or such other person, firm or corporation as the Landlord may hereafter designate in writing. Tenant agrees to pay a Ten dollar (\$10.00) processing fee for submitting payment via check, cashier's check or money order. All installments of rent are due on the first day of each month and considered late after the _____(_____) day of that month. If the monthly rental payments are not made by the _____ (_____) of the month, Landlord may charge Tenant, and Tenant shall pay as Additional Rent, a _____(____%) percent late payment penalty. Any Rent not paid within thirty (30) days after the date due shall also accrue interest from the due date at a rate of one and one half percent (1.5%) per month, or the highest rate permitted by applicable Law, whichever shall be less (the "Default Rate") until paid. 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, as Additional Rent, to Landlord a service charge of twenty-five (\$25.00) dollars to cover administrative expenses as same may be adjusted from time to time. If during the term of this Lease more than two (2) of Tenant's checks are dishonored, then Landlord, in Landlord's sole discretion, may require all future 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. No right contained in this Paragraph shall be construed as a waiver of Landlord's rights in the event of default, as otherwise provided in this Lease.

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.

3.07 Operating Expenses; Taxes. Tenant will pay, as Additional Rent during the Term, in addition to Base Rent hereunder an amount equal to Tenant's Proportionate Share of the excess of Operating Expenses and Taxes for each calendar year over Tenant's Proportionate Share of Operating Expenses and Taxes for the Base Year (collectively, "Excess Operating Expenses and Taxes"). As used herein the terms:

(a) "Tenant's Proportionate Share" shall mean the percentage which the Net Rentable Area in the Premises then leased by the Tenant in the Building bears to the total Net Rentable Area contained in the Building, subject to adjustment as set forth herein. For purposes of this Lease, Tenant's Proportionate Share shall be the amount set forth in the Lease Summary, except as may be adjusted as set forth in this Lease. If the Net Rentable Area of the Premises changes due to the addition or subtraction of space under this Lease or by amendment, Landlord shall reasonably adjust Tenant's Proportionate Share to be based on the Net Rentable Area of the Premises as a percentage of the Net Rentable Area of the Building, subject to further adjustment hereunder. If the Building shall now or hereafter be part of or shall include a development or complex of two (2) or more buildings or structures collectively owned by Landlord or its affiliates, Landlord may allocate Operating Expenses and Taxes (or components thereof) within such complex or development, and between such buildings and structures and the parcels on which they are located, in accordance with sound accounting and management practices. In the alternative, Landlord may determine Tenant's Proportionate Share of Operating Expenses and Taxes (or components thereof) for all or any such buildings and structures, and any common areas and facilities operated or maintained in connection therewith and all parcels or tracts of land on which all or any portion of any of the other foregoing items are located (collectively, the "Land"), in accordance with sound accounting and management practices; provided, Landlord shall reasonably adjust Tenant's Proportionate Share to be based on the ratio of the Net Rentable Area of the Premises to the Net Rentable Area of all such buildings as to which such Operating Expenses and Taxes (or components thereof) are included. In addition, if the Building, or any development or complex of which it is a part, shall contain non-office uses during any period, Landlord may determine, in accordance with sound accounting and management practices, Tenant's Proportionate Share of Taxes and Operating Expenses for only the office portion of the Building or of such development or complex; in such event, Landlord shall reasonably adjust Tenant's Proportionate Share to be based on the ratio of the Net Rentable Area of the Premises to the Net Rentable Area of such office portion for such period.

(b) **[To be used for WPST, Heritage Park & 1221]** 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.

[All others use this] "Net Rentable Area" under this Lease means the so-called "usable area," without deduction for columns or projections, multiplied by one or more load or conversion factors to reflect a share of certain areas, which may include lobbies, corridors, mechanical, utility, janitorial, boiler and service rooms and closets, restrooms, and other public, common and service areas. Except as provided expressly to the contrary herein, the "Net Rentable Area" shall include all rentable area of all space leased or available for lease at the Property (excluding any parking facilities). Landlord may reasonably re-determine the Net Rentable Area of the Premises from time to time to reflect re-measurements, re-configurations, additions or modifications to the Premises, and may reasonably adjust Tenant's Proportionate Share based thereon. Landlord and Tenant acknowledge that, at the execution of this Lease, the exact square footage of the Premises is approximate. In the event that a re-measurement by Landlord results in a deviation between the actual Net Rentable Area of the Premises and the Net Rentable Area of the Premises as set forth in the Lease Summary by ten (10%) or more, and the determination is certified by an architect, this Lease shall be amended to reflect the actual Net Rentable Area of the Premises and adjust proportionately the Net Rentable Area, Base Rent and Tenant's Proportionate Share of Operating Expenses, and all other charges which are calculated based upon the Net Rentable Area 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) "Operating Expenses" shall mean all direct and indirect expenses, costs and disbursements, of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the maintenance, repair, insuring, management and/or operation of the Building and Land computed on an accrual basis. If the Building is part of a multi-building complex, the Building's allotted share from time to time of Operating Expenses from the shared common areas in that complex may also be included in Operating Expenses, as determined by Landlord using sound accounting principles. By way of explanation and clarification, but not by way of limitation, these Operating Expenses will include, but not be limited to the following:

- (i) Wages and salaries of all employees, employer's 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

- (ii) retirement benefits, and any other fringe benefits for such employees;
- (iii) All supplies and materials used in operation and/or maintenance of the Building and Land;
- (iv) Cost of all utilities, including water, sewer, electricity, gas and fuel oil used by the Building and Land; and
- (v) Cost of Building Management, rent for space used for management office, janitorial services, accounting and legal services, trash and garbage removal, servicing, maintenance, repair and replacement of all systems and equipment including, but not limited to, elevators, plumbing, heating, air conditioning, ventilating, lighting, electrical, security and fire alarms, fire pumps, fire extinguishers and hose cabinets, mail chutes, rent for space used as a mail room, guard service, painting, window cleaning, landscaping and gardening.

(d) "Taxes" shall mean all impositions, taxes, assessments (special or otherwise), water and sewer charges and rents, and other governmental liens or charges of any and every kind, nature and sort whatsoever, ordinary and extraordinary, foreseen and unforeseen, and substitute therefore, including all taxes whatsoever attributable in any manner to the Building or the Land or receivable therefrom or any part thereof, or any use thereof, or any facility located therein or thereon or used in conjunction therewith or any charge or other payment required to be paid to any governmental authority, whether or not any of the foregoing shall be designated "real estate tax", "sales tax", "rental tax", "excise tax", "business tax", or designated in any other manner.

3.08 Statements of Amounts Due and Payment of Additional Rent. Commencing in the year following the Base Year, Landlord shall notify Tenant within sixty (60) days after the end of each calendar year during the Term of the amount which Landlord estimates (as evidenced by budgets prepared by or on behalf of Landlord) will be the amount of Tenant's Excess Operating Expenses and Taxes for the then current calendar year. Tenant shall pay such sum in advance to Landlord in equal monthly installments, during the balance of said calendar year, on the first day of each remaining month in said calendar year commencing on the first day of the first month following Tenant's receipt of such notification. Within one hundred twenty (120) days following the end of each calendar year during the Term hereof, Landlord shall submit to Tenant a statement showing the actual amount of Excess Operating Expenses and Taxes for the past calendar year, the amount thereof actually paid during that year by Tenant and the amount of the resulting balance due thereon, or overpayment thereof. Any balance shown to be due pursuant to said statement shall be paid by Tenant to Landlord within thirty (30) days following Tenant's receipt thereof. Any overpayment shall be immediately credited against Tenant's obligation to pay expected Additional Rent in connection with anticipated Excess Operating Expenses and Taxes, or if by reason of any termination of the Lease no such future obligation exists, refunded to Tenant. Anything herein to the contrary notwithstanding, Tenant shall not delay or withhold payment of any balance shown to be due pursuant to the statement rendered by Landlord to Tenant, pursuant to the terms hereof, because of any objection that Tenant may raise with respect thereto.

3.09 Grossing Up; Operating Expense and Tax Adjustments. In determining the Tenant's Proportionate Share of Excess Operating Expenses and Taxes for the purpose of this Section, if less than 95% of the Building shall have been occupied by tenants and fully used by them, at any time during the year, Operating Expenses shall be adjusted to an amount equal to the operating expense that would normally be expected to be incurred, had such occupancy been 95% and had full utilization been made during the entire period. Similarly, if Landlord is not furnishing any particular utility or service to a tenant during any period (the cost of which, if performed by Landlord, would be included in Operating Expenses), Landlord may, for such period: (i) exclude the Net Rentable Area of such tenant from the Net rentable Area of the Building in computing Tenant's Proportionate Share of the component of

Operating Expenses for such utility or service; or (ii) adjust Operating Expenses to reflect the additional amount that would reasonably have been incurred had Landlord furnished such utility or service to such tenant (rather than adjusting Tenant's Proportionate Share). If Taxes for the Base Year are reduced as a result of protest or otherwise, Landlord may use the final reduced amount of Taxes for the Base Year to compute Tenant's obligations for increases in Taxes during the Term. In such case, Tenant shall pay Landlord, within thirty (30) days after notice, any additional amount of Taxes required by such computation for any period that has theretofore occurred during the Term following the Base Year. If Landlord eliminates from any subsequent year's Operating Expenses a recurring category of Operating Expenses previously included in Base Year Operating Expenses, Landlord may subtract such category from Base Year Operating Expenses commencing with such subsequent year.

3.10 **Sale and Property Taxes.** Tenant agrees to pay, before delinquency, any and all taxes levied or assessed upon Tenant's equipment, furniture, fixtures and other personal property located in the Premises.

ARTICLE 4 **SECURITY DEPOSIT**

Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord the sum of \$_____ as the Security Deposit for the faithful performance and observance by Tenant of the terms, provisions and conditions of this Lease. It is agreed that, in the event Tenant defaults in respect of any of the terms, provisions and conditions of this Lease, including, but not limited to, the payment of Rent, Landlord may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any Rent or any other sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this Lease, including, but not limited to, any damages or deficiency in the reletting of the Premises, whether such damage or deficiency accrued before or after summary proceedings or other re-entry by Landlord. Tenant shall remain liable for any amount that the Security Deposit shall be insufficient to pay. In the event Landlord applies any portion of the Security Deposit to remedy such default or to repair damages to the Premises caused by the Tenant, Tenant shall pay to Landlord, within fifteen (15) days, after written demand for such payment by Landlord, all monies necessary to restore the deposit up to the original amount. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Security Deposit shall be returned to Tenant after the date fixed at the end of this Lease and after delivery of entire possession of the Premises to Landlord. In the event of a sale of the land and Building, of which the Premises form a part, Landlord shall have the right to transfer the Security Deposit to the vendee, and Landlord shall thereupon be released by Tenant from all liability for the return of the Security Deposit and Tenant agrees to look to the new Landlord solely for the return of the Security Deposit. It is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Landlord. Tenant further covenants that it will not assign or encumber the Security Deposit and that neither Landlord nor its assigns shall be bound by any such assignment or encumbrance. Landlord shall not be required to keep the security in a segregated account and the security may be commingled with other funds of Landlord, and in no event shall Tenant be entitled to any interest on the security.

ARTICLE 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 addition 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.

ARTICLE 6 **FINANCIAL STATEMENTS**

Within ten (10) days after written request from Landlord, Tenant, and Guarantor of Tenant, if any, shall deliver to Landlord such financial statements as Landlord reasonably requires verifying the net worth of Tenant/Guarantor. In addition, Tenant, and Guarantor, if any, shall deliver to any prospective buyer or lender designated by Landlord any financial statements required by such lender to facilitate the sale, financing or refinancing of the Building. Tenant/Guarantor represents and warrants to Landlord that each such financial statement is a true and accurate statement as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth in this Lease.

ARTICLE 7 **USE OF PREMISES**

7.01 **Permitted Use.** The Tenant shall use and occupy the Premises for general office use and for no other purpose whatsoever. Tenant shall comply with all applicable laws, rules, and regulations (including but not limited to ADA) relating to the Premises and Tenant's use of the Premises and Building, and shall promptly reimburse Landlord for any expenses Landlord incurs for work or other matters relating to areas outside of the Premises in order to comply with law as a result of Tenant's use of the Premises or Building; provided, however, that Tenant shall not be required by this provision to perform structural improvements to the Premises that involve a significant capital expenditure and will result in a benefit to Landlord extending beyond the Term, as it may be extended, unless required by a law pertaining to: (i) Tenant's particular use of the Premises (as opposed to a law that applies to office tenants in general); (ii) tenant improvement work performed by or for Tenant or any transferee of Tenant under this Lease (i.e., excluding any improvements or work that Landlord is required to perform under this Lease); or (iii) other acts or omissions of Tenant or any such transferee. The Tenant will not use or permit the Premises or any part thereof to be used for any disorderly, unlawful or extra hazardous purpose nor for any other purpose then hereinbefore specified; and will not manufacture any commodity therein, whatsoever.

7.02 **Rules and Regulations.** Tenant shall at all times comply with the Rules set forth in Exhibit B attached hereto (the "Rules"). Landlord shall have the right, by notice to Tenant, to amend such Rules and supplement the same with other reasonable Rules relating to the Building, or the promotion of safety, care, efficiency, cleanliness or good order therein.

7.03 **Upkeep of Premises.** The Tenant agrees that it will keep the Premises and the fixtures therein (including any carpet and other flooring material, paint and wall-coverings, doors, ceilings, interior surfaces of walls, any non-Building standard lighting fixtures, and any plumbing and other fixtures, alterations, improvements, systems and equipment within or exclusively serving the Premises, whether installed by Landlord or Tenant) in good order and condition and will, at the expiration or other termination of the term hereof, surrender and deliver up the same in like good order and condition as the same now is or shall be at the commencement of the term hereof, ordinary wear and tear, and damage by the elements, fire, and other unavoidable casualty excepted, unless caused by negligence of Tenant or its agents or employees. All damage caused by Tenant's negligence, or that of its agents, servants, employees or visitors, shall be repaired promptly by Tenant at its sole cost and expense. In the event that any repairs, maintenance or replacements are required, Tenant shall promptly notify Landlord and arrange for the same either: (i) through Landlord for such reasonable charges as Landlord may establish from time to time, payable within thirty (30) days after billing; or (ii) by engaging such contractors as Landlord generally uses at the Property for such work, or such other contractors as Landlord shall first reasonably approve in writing to perform such work, all in a first class, workmanlike manner. Tenant shall promptly notify Landlord in writing concerning the necessity for any repairs or other work hereunder and upon completion thereof. In the event that the Tenant fails to comply with the foregoing provisions, after fifteen (15) days' notice, the Landlord shall have the option to enter the Premises and make all necessary repairs at Tenant's cost and expense, the same to be added to and be payable with the next monthly installments of Rent. Any repairs that are considered to be of an emergency nature, in the opinion of the Landlord, shall be made immediately without requirement of fifteen (15) days prior notice.

ARTICLE 8 **ASSIGNMENT AND SUBLETTING**

Tenant, and/or any Guarantor of Tenant, shall not without the prior written consent of Landlord, which consent may be withheld or conditioned by Landlord in its sole discretion, either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof. In determining whether (or not) to grant its consent, Landlord shall have the right to request from any potential assignee or subtenant such financial and operational information as Landlord shall determine in order to reasonably satisfy itself that a potential assignee or subtenant and guarantor(s) have suitable experience and financial strength. If Tenant, and/or any Guarantor of Tenant, having first obtained Landlord's consent to any assignment or sublease, or if Tenant, as debtor or debtor-in-possession, or a trustee in bankruptcy for Tenant pursuing Bankruptcy Code, shall assign this Lease or sublet the Premises, or any part thereof, at a rental or for other consideration in excess of the Rent or pro rata portion thereof due and payable by Tenant, and/or any Guarantor if Tenant, under this Lease, then Tenant, and/or any Guarantor of Tenant, shall pay to Landlord as additional rent 100% of any such rent or other consideration immediately upon receipt under any such assignments or, in the case of a sublease, Tenant, and/or any Guarantor of Tenant, shall provide Landlord with a copy of the Sublease Agreement and on the first day of each month during the term of any sublease, 100% of all rent and other consideration due from the sub tenant for such month then payable to Landlord pursuant to the provisions of this Lease for said month; provided, however Landlord shall not be responsible for any deficiency if Tenant, and/or any Guarantor of Tenant, shall assign this Lease or sublet the Premises or any part thereof any rental less than the Base Annual Rent provided for herein. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant or any Guarantor of

any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant, and/or any Guarantor of Tenant, shall pay Landlord a fee of One Thousand Dollars (\$1,000.00) to cover costs incurred by Landlord in connection with the processing of documents necessary to giving of such consent.

ARTICLE 9 **MAINTENANCE AND ALTERATIONS**

9.01 **Tenant's Maintenance.** By taking possession of the Premises, except with respect to any Landlord's Work under this Lease, Tenant shall be deemed to have accepted the Premises "as is", 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 and sanitary condition and repair and in compliance with applicable laws, codes and governmental regulation and as required under other provisions of this Lease, including any Rules and Regulations of Landlord. Tenant shall 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. 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.

9.02 **Landlord's Maintenance.** Except with respect to any damage caused by casualty as more particularly set forth in this Lease, 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 (i) 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, or (ii) any maintenance, repairs or replacements required as a result, in whole or in part, from moving any furniture, fixture or other property to and from the Premises; in which either of such cases 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. The foregoing repairs, maintenance or replacements shall be included in Operating Expenses, to the extent permitted under this Lease.

9.03 **Alterations and Improvements; Consent by Landlord;** Except with regard to Tenant's Work, 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. 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; and (v) involve no drilling into concrete slabs, columns, or beams. Tenant shall pay any impact fees, utility service fees, or connection fees in connection with Tenant's use of the Premises and Tenant's improvements. The Tenant will not install or maintain any electrically operated equipment or other machinery except standard office machines without first obtaining the written consent of the Landlord, who may condition such consent upon the payment by the Tenant of Additional Rent as compensation for excess consumption of water and/or electricity occasioned by the operation of said equipment or machinery. Landlord shall have the right to prescribe the weight, and method of installation and position of safes or other heavy fixtures or equipment and Tenant will not install in the Premises any fixtures, equipment or machinery that will place a load upon any floor exceeding the floor load per square foot area which such floor was designed to carry or any floor load per square foot prescribed by applicable law or code. No freight, furniture or other bulky matter of any description will be received into the Building or carried in the elevators, except as approved by the Landlord. All moving of furniture, material and equipment shall be under the direct control and supervision of the Landlord, who shall however, not be responsible for any damage to or charges for moving same. Tenant agrees promptly to remove from the public area adjacent to said Building any of Tenant's furniture, fixtures or equipment there delivered or deposited. Any damages shall be considered as Additional Rent payable under this Lease. Prior to commencement of any work authorized by this Article, Tenant or Tenant's contractor(s) and subcontractor(s) shall provide to Landlord certificates of paid-up insurance satisfactory to Landlord.

9.04 Damage. 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. All damage done to the Building by taking in or removing a safe or any other article of Tenant's office equipment, or due to its being in the Premises, shall be repaired at the expense of the Tenant within fifteen (15) days of invoice from Landlord to Tenant. This provision shall be construed as an additional remedy granted to the Landlord and not in limitation of any other rights and remedies which the Landlord has or may have in said circumstances. Further, should Landlord decide to engage the services of an engineer to determine that any of Tenant's proposed alterations to the Premises will not result in damage or loss to any structural, electrical, mechanical or plumbing systems of the Building, Tenant shall reimburse Landlord within ten (10) days of receiving an invoice for the cost of Landlord's engineer.

9.05 Alterations Upon Surrender. 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, unless Landlord shall require that same be removed, in which event, Tenant shall remove any of such items upon the expiration or termination of this Lease. 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.

9.06 Liens. Tenant will pay all costs of construction done by it or caused to be done by it on the Premises as permitted by this Lease. Tenant will keep the Building free and clear of all construction, mechanics, materialman's, laborers', and suppliers' liens resulting from the construction done by or for Tenant. Pursuant to Florida Statutes 713.10, the interest of Landlord in the Premises and the Building shall not be subject to liens for improvements made by Tenant. Any lien filed by any contractor, materialman, laborer or supplier performing work for Tenant shall attach only to Tenant's interest in the Premises. Tenant agrees to indemnify, defend (by counsel reasonably acceptable to Landlord) and hold harmless Landlord from and against any and all costs and liabilities and any and all mechanic's, materialman's or laborer's liens arising out of or pertaining to any improvements or construction done by Tenant. All persons and entities contracting or otherwise dealing with Tenant relative to the Premises or

the Building are hereby placed on notice of the provisions of this paragraph, and Tenant shall further notify in writing such persons or entities of the provisions of this paragraph prior to commencement of any Tenant work in the Premises. If any construction, mechanic's, materialman's or laborer's lien is ever claimed, fixed or asserted against the Premises or any other portion of the Building in connection with any such Tenant work, within ten (10) days after receipt by Tenant of notice of such lien, Tenant shall discharge same as a lien either by payment or by posting of any bond as permitted by law. If Tenant shall fail to discharge any such lien, whether valid or not, within ten (10) days after receipt of notice from Landlord, Landlord shall have the right, but not the obligation, to discharge such lien on behalf of Tenant and all costs and expenses incurred by Landlord associated with the discharge of the lien, including without limitation attorneys' fees and costs, shall constitute Additional Rent pursuant to the terms of this Lease and shall be immediately due and payable by Tenant. Landlord may cause a memorandum or other evidence of the conditions and restrictions of this Section to be recorded in the Public Records of Orange County, Florida, for the purpose of placing all contractors, subcontractors, sub-subcontractors, suppliers and other lienors on notice of the prohibitions, conditions and restrictions of this Section. Landlord shall also have the right, unilaterally and without the joinder, consent or other participation of Tenant, to record an affidavit in the Public Records for the purpose of documenting the termination of this Lease and for demonstrating that the Premises are no longer encumbered or affected by this Lease, and that Tenant no longer has any right, title, claim or interest to the Premises. All persons shall be entitled to rely on such an affidavit as conclusive evidence of the statements made therein and without further inquiry. It is the intent of this Section to comply with Florida Statutes 713.10, as amended.

9.07 Landlord's Right to Make Alterations to Building and Common Areas. 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, the Land, and the Common Areas (including but not limited to parking, sidewalks, entrances and drive aisles), and make such alterations, improvements, and repairs as it may deem wise and advisable without any liability to the Tenant therefore. 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.

ARTICLE 10 **SIGNAGE**

Building standard signage shall be provided by Landlord on the Building's electronic directory located in the lobby of the ground floor, as well as adjacent to the suite entrance, at Landlord's expense. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of the Premises or Building, except on the directories and doors of offices, and then only in such size, color and style as the Landlord shall approve.

ARTICLE 11 **LANDLORD'S ACCESS**

Tenant shall allow the Landlord, its agent or employees, to enter the Premises at all times to examine, inspect, or to protect the same or prevent damage or injury to the same, or to make such alterations and repairs to the Premises as the Landlord may deem necessary; or to exhibit the same to prospective tenants, purchasers or mortgagees of the Premises or the Building.

ARTICLE 12 **PARKING**

The Tenant's use of parking spaces through its employees, agents and visitors shall be on a first come basis, unless otherwise designated by Landlord.

ARTICLE 13
TENANT'S PERSONAL PROPERTY

All personal property of the Tenant in the Premises or in the Building shall be at the sole risk of the Tenant. The Landlord shall not be liable for any accident to or damage to property of Tenant resulting from the use or operation of elevators or of the heating, cooling, electrical or plumbing apparatus. Landlord shall not, in any event, be liable for damages to property resulting from water, steam or other causes. Tenant hereby expressly releases and agrees to hold Landlord harmless from any liability incurred or claimed by reason of damage to Tenant's property. Landlord shall not be liable in damages, nor shall this Lease be affected, for conditions arising or resulting, and which may affect the Building, due to construction on contiguous premises, with the exception of any negligence attributable to Landlord.

ARTICLE 14
INSURANCE

14.01 **Tenant's Insurance.** Tenant will secure and maintain, at Tenant's sole expense, with companies acceptable to Landlord during the Term and any extension or renewal hereof the following insurance for the Premises:

- (i) **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 \$1,000,000 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.
- (ii) **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.
- (iii) **Business Income** (rents) with limits at least equal to the rental value of the premises for at least six (6) months.
- (iv) **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;
- (v) **Automobile liability** insurance covering owned, non-owned and hired vehicles in an amount not less than \$1,000,000.00 combined single limit.

- (vi) **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
- (vii) **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
- (viii) 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 14.01(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.

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 14.01 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.

14.02 Insurance Requirements. The insurance requirements set forth in this Section 14 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.

14.03 Waiver of 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.

14.04 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 (14.01).

14.05 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.

14.06 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.

14.07 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.

14.08 Landlord's Insurance. 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.

ARTICLE 15
SERVICES

15.01 **Services.** Landlord agrees to furnish the following services to Tenant for the Premises upon the terms and conditions set forth herein with the costs for such services being part of the Operating Expenses:

(a) sufficient heating and air conditioning ("HVAC") to the Premises to provide a temperature condition required in Landlord's reasonable judgment for comfortable occupancy of the Premises under normal business operations during the normal business hours of 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 1:00 p.m. on Saturdays, exclusive of holidays (being all federal and state holidays, including New Year's Day, Memorial Day, July 4", Labor Day, Thanksgiving Day, and Christmas Day) (collectively, "Normal Business Hours")

(b) reasonable sewer service and water for drinking, lavatory and toilet purposes in the common areas of the Building;

(c) standard commercial available electricity to the Premises in the capacity existing in the Premises immediately prior to the Commencement Date of this Lease, where (i) Tenant uses an amount of electricity that is generally consistent with the average office use at comparable office buildings in the vicinity, as reasonably determined by Landlord, (ii) the Tenant's systems and equipment are suitable, and the safe and lawful capacity thereof is not exceeded, and (iii) sufficient capacity remains for other tenants, as reasonably determined by Landlord;

(d) passenger elevator service (if the Building has such equipment serving the Premises) from the lobby of the Building to the floor on which the Premises are located, provided that elevator service may be interrupted from time to time due to maintenance, malfunction or for repairs;

(e) janitorial service to the Premises comparable to that provided as a standard service by Landlords for office space in comparable office buildings in the vicinity of the Building; and

(f) all building standard fluorescent and incandescent bulb replacement in the Premises and fluorescent bulb replacement in the Common Areas.

15.02 **Additional Services.** The Tenant shall pay directly all charges for electric, telephone and any other utilities used or consumed in the Premises, which are separately metered to the Premises and which exceed those standard services offered by Landlord set forth above. Upon Tenant's (or its officers, agents or employees) request no less than twenty-four (24) hours in advance, Landlord may (but shall not be obligated to) supply HVAC services to the Premises outside of Normal Business Hours; provided that Tenant shall pay to Landlord, as Additional Rent and in addition to all other obligations of Tenant hereunder, for such additional services, such standard charges, subject to adjustment from time to time at Landlord's discretion (currently at \$50.00, plus applicable sales or rental tax per hour) for each hour, or portion thereof, that Tenant utilizes the Premises outside of Normal Business Hours. In addition, if Tenant uses water, electric or produces refuse in excess of normal use, Landlord, in its discretion may allocate to Tenant the increased cost for such services as reasonably measured or estimated by Landlord, and Tenant shall pay Landlord, on demand, any increased cost so reasonably measured or estimated. 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; 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.

15.03 Interruptions. Landlord will not be responsible for and will have no liability for interruption, variation, shortages, failures, changes or changes in quality, quantity, character or availability of any utilities or services caused by repairs, maintenance, replacements, 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 reasonable control of the Landlord. Under no circumstances whatsoever shall any of the foregoing be deemed to be an eviction or disturbance of Tenant's use or possession of the Premises or any party thereof, serve to abate Rent or relieve Tenant from performance of any of Tenant's obligations under this Lease.

ARTICLE 16 **INDEMNIFICATION**

In consideration of the Premises being leased to Tenant for the above Rent, Tenant agrees that Tenant, at all times, will indemnify, defend and hold harmless Landlord (including its officers, directors, employees, agents and assignees) from all suits, claims, demands, penalties, fines, fees, charges, assessments, damages, judgments, orders, actions, losses, liabilities, and expenses that may arise or be claimed against Landlord, its principals, agents or employees, including attorney's and paraprofessional fees and costs incurred or paid in defense of claims in respect thereto arising from or alleged to have arisen from: (i) any violation or breach of this Lease or applicable law by any Tenant Parties (as defined below); (ii) damage, loss or injury to persons, property or business directly or indirectly arising out of any Tenant Party's use of the Premises, Building or Land, or out of any other act or omission of any Tenant Parties; and (iii) any other damage, loss or injury to persons, property or business occurring in, about or from the Premises unless such damage, loss or injury to persons, property or business is caused by the gross negligence or intentional misconduct of Landlord. For purposes of this provision, "**Tenant Parties**" shall mean Tenant, any other occupant of the Premises and any of their respective officers, directors, shareholders, servants, licensees, visitors, guests, patrons, agents, employees, invitees, transferees and contractors. 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 un-founded, unless such injury, loss, or damage results from the gross negligence of Landlord. 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. 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.

ARTICLE 17 **DEFAULT AND REMEDIES**

17.01 **Default.** The occurrence of any one or more of the following events shall constitute a "Default" by Tenant and shall give rise to Landlord's remedies set forth below:

(a) If Tenant defaults in the prompt payment of Rent and such default shall continue for five (5) days after Rent is due;

(b) Tenant's failure to observe or perform any term or condition of this Lease, including the Rules and Regulations, other than payment of Rent (or the other matters expressly described in this Section), unless such failure is cured within ten (10) days after written notice thereof shall have been given to Tenant;

(c) Tenant's failure to cure immediately upon notice thereof any condition which is hazardous, interferes with another tenant or the operation or leasing of the Building, or may cause the imposition of a fine, penalty or other remedy on Landlord or its agents or affiliates;

(d) The making an assignment in violation of this Lease;

(e) The making by Tenant or any guarantor of this Lease ("Guarantor") of any general assignment for the benefit of creditors;

(f) If the leasehold interest of Tenant is levied upon or attached by process of law;

(g) 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.

(h) filing by or for reorganization or arrangement under any Law relating to bankruptcy or insolvency (unless, in the case of a petition filed against Tenant or such Guarantor, the same is dismissed within thirty (30) days);

(i) appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located in the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days;

(j) attachment, execution or other judicial seizure of substantially all of Tenant's assets located in the Premises or of Tenant's interest in this Lease;

(k) Tenant's or any Guarantor's convening of a meeting of its creditors or any class thereof for the purpose of effecting a moratorium upon or composition of its debts;

(l) Tenant's or any Guarantor's insolvency or failure, or admission of an inability, to pay debts as they mature; or

(m) a violation by Tenant or any affiliate of Tenant under any other lease or agreement with Landlord or any affiliate thereof which is not cured within the time permitted for cure thereunder.

17.02 **Remedies.** If a Default occurs, Landlord shall have the rights and remedies hereinafter set forth to the extent permitted by Law, in addition to any and all other rights and remedies at law and in equity, all of which shall be deemed cumulative:

a. Landlord, without any obligation to do so, may elect to cure the default on behalf of Tenant, without being liable for any claim for damages therefor, in which event Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred by Landlord (together with an administrative fee of 15% thereof) in curing the default, plus interest at the Default Rate from the respective dates of Landlord's

incurring such costs, which sums and costs together with interest at the Default Rate shall be deemed Additional Rent;

b. To enter and repossess the Premises by action at law or by any other lawful means, without being liable for prosecution or damages. Landlord may, at Landlord's option, make improvements, alterations and repairs in order to relet the Premises and relet all or any part(s) of the Premises for Tenant's account; Tenant agrees to pay to Landlord on demand any deficiency (taking into account all costs incurred by Landlord) that may arise by reason of such reletting. In the event of reletting without termination of this Lease, Landlord may at any time thereafter elect to terminate this Lease for such previous breach;

c. To declare immediately due and payable an amount equal to (a) all Rent, accrued hereunder through the date of termination, and (b) all amounts due under Section 17.03 below.

d. To declare immediately due and payable an amount equal to (1) the total rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at a per annum rate equal to the "Prime Rate" as published on the date this Lease is terminated by *The Wall Street Journal* in its listing of "Money Rates" minus one percent (i.e., 100 basis points) (the "**Discount Rate**"), minus (2) the then present fair rental value of the Premises for such period, similarly discounted;

e. To declare immediately due and payable an amount equal to all Rent and other sums required hereunder to be paid by Tenant during the remainder of the Term, diminished, after the end of the Term, by any net sums thereafter received by Landlord through reletting the Premises during such period, after deducting all costs incurred by Landlord in reletting the Premises;

f. To terminate this Lease and the Term without any right on the part of Tenant to save the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken; and

g. Tenant hereby irrevocably waives any right to service of notice of eviction or default as may be required by this lease and/or Florida law (without limitation, a three-day notice under §83.20(2), Fla. Stat.).

17.03 Payment by Tenant. Upon any Event of Default, Tenant shall pay to Landlord all costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses at all tribunal levels) in (1) obtaining possession of the Premises, (2) removing, storing and/or disposing of Tenant's or any other occupant's property, (3) repairing and restoring the Premises, (4) if Tenant is dispossessed of the Premises and this Lease is not terminated, reletting all or any part of the Premises (including brokerage commissions, cost of tenant finish work, and other costs incidental to such reletting, including, without limitation, commercially reasonable costs, consistent with the class of the Building and consistent with comparable buildings in the location generally near the Building of altering, remodeling, or otherwise putting the Premises into condition acceptable to a new tenant based on the condition of the Premises as surrendered by Tenant to Landlord, and taking into account then existing leasehold improvements (and the condition thereof) in the Premises); (5) performing Tenant's obligations which Tenant failed to perform, (6) securing this Lease, including all commissions, allowances, and abated Rent, and (7) enforcing this Lease, or advising Landlord of, its rights, remedies, and recourses arising out of the default. To the full extent permitted by law, Landlord and Tenant agree the federal and state courts of the state in which the Premises are located shall have exclusive jurisdiction over any matter relating to or arising from this Lease and the parties' rights and obligations under this Lease.

17.04 Cumulative Remedies. Any and all remedies set forth in this Lease: (1) shall be in addition to any and all other remedies Landlord may have at law or in equity, (2) shall be cumulative, and (3) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future. Additionally, Tenant shall defend, indemnify and hold harmless Landlord, Landlord's Mortgagee and their respective representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages and expenses (including reasonable attorneys'

fees at all tribunal levels) arising from Tenant's failure to perform its obligations under this Lease.

17.05 **Mitigation.** Notwithstanding anything in this Lease to the contrary, in the event that this Lease shall be terminated, Landlord may, in Landlord's sole discretion, permit the Premises to remain vacant or abandoned, or re-let same upon such terms and conditions as shall be acceptable to Landlord in Landlord's sole discretion, Landlord shall in no event and under no circumstances have any duty to mitigate Tenant's damages, and Landlord shall further not be required to pay to Tenant any surplus of any sums received by Landlord upon re-letting all or any part of the Premises.

ARTICLE 18 **CASUALTY AND CONDEMNATION**

18.01 **Damage by Fire or Casualty.** If the Premises or any part thereof are damaged by fire or other casualty, Tenant will give prompt written notice thereof to Landlord. This Lease will automatically terminate if the Building is totally destroyed by fire or other casualty. If the Building is not totally destroyed but is damaged such that substantial alteration or reconstruction of the Building is, in Landlord's sole opinion, required (whether or not the Premises are damaged by such casualty), and if, due to such damage, any mortgagee of the Building requires that the insurance proceeds payable as a result of a casualty 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. In addition, if a substantial portion of the Building is destroyed such that, in Landlord's reasonable determination, time to restore the Building will exceed 180 days from the date restoration has started, Landlord may terminate this Lease by written notice to Tenant of same. If, as a result of casualty, the Premises become untenable and Landlord determines that the Premises cannot be reasonably made tenantable within 180 days from the date the rehabilitation is started, either party will have the right to terminate this Lease by giving to the other notice of such election within 10 days after Landlord notifies Tenant in writing of same. If this Lease is not terminated as provided above, then Landlord will endeavor to make applicable insurance proceeds available with respect to the Building and will commence and proceed with reasonable diligence to restore the Building and the Premises. However, Landlord will not be obligated to spend for such work an amount in excess of the insurance proceeds actually received by Landlord as a result of the casualty (plus deductibles). Tenant will be responsible for replacing and restoring Tenant's fixtures and personal property. Landlord will 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, unless resulting from the fault or negligence of Tenant's agents, employees, or invitees, if any such casualty renders the Premises or a material portion thereof untenable such that Tenant cannot and does not occupy the Premises or such portion for the conduct of its business, and if such period of untenability continues for 5 consecutive business days, then beginning on the 6th business day of such untenability and until the Premises or such portion are substantially restored or made tenantable, Landlord will allow Tenant a fair diminution of rent in the proportion of the area of the Premises rendered untenable. If the Premises or any portion of the Building is damaged by fire or other casualty resulting from the fault or negligence of Tenant's agents, employees, or invitees, the Rent hereunder will not be diminished, offset, or abated during the repair of such damage and Tenant will be liable to Landlord for the cost of the repair and restoration of the Building caused thereby, as well as any other cost and expense thereby incurred by Landlord, to the extent such cost and expense is not covered by Landlord's insurance proceeds.

18.02 **Condemnation.** If the entire Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease (or of any option period exercised hereunder) shall cease as of the date possession shall be taken by such public authority and the Rent shall be paid up to that day with a proportionate refund by Landlord of any prepaid Rent. If any part of the Premises material to the operations of Tenant shall be taken under eminent domain, either party to this Lease shall have the right to terminate the Lease and declare the same null and void by notice in writing delivered to the other party within ten (10) days after such taking. If neither party elects to terminate this Lease, Tenant shall continue in possession of the remainder of the Premises and all of the terms of this Lease shall continue

in full force and effect, except that the Rent shall be reduced in proportion to the extent of the Premises taken. All damages awarded for any taking under the power of eminent domain, whether for the whole or a part of the Premises, shall belong to and be the property of the Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Premises; provided, however, that Landlord shall not be entitled to any award made to Tenant, and Tenant will be permitted to claim against the condemning authority for loss of the leasehold estate, loss of business, or depreciation to, damage to, or costs or removal of, or for the value of stock, trade fixtures, furniture, and other personal property belonging to the Tenant and for moving and relocating expenses, provided that the same would not reduce the award to Landlord.

ARTICLE 19 **SURRENDER**

19.01 General Provisions. At the expiration or earlier termination of this Lease or Tenant's right of possession, Tenant shall vacate and surrender possession of the entire Premises in good repair, ordinary wear and tear excepted, shall surrender all keys and key cards, and any parking transmitters, stickers or cards to Landlord, and shall remove all personal property and office trade fixtures that may be readily removed without damage to the Premises or Property, subject to the following provisions.

19.02 Landlord's Property. All improvements, fixtures and other items, including ceiling light fixtures, HVAC equipment, plumbing fixtures, hot water heaters, fire suppression and sprinkler systems, wiring and cabling, built-in shelves and cabinets, interior partitioning, interior stairs, wall coverings, carpeting and other flooring, blinds, drapes and window treatments, in or serving the Premises, whether installed by Tenant or Landlord, and any other items installed or provided by Landlord or at Landlord's expense (including any modular furniture provided or paid for by Landlord), shall be Landlord's property and shall remain upon the Premises, all without compensation, allowance or credit to Tenant, unless Landlord elects otherwise as provided in Paragraph 19.03 below.

19.03 Removal of Items by Tenant. Notwithstanding the foregoing to the contrary, if prior to expiration or earlier termination of this Lease, or within thirty (30) days thereafter, Landlord so directs by written notice, Tenant shall promptly remove such items described in Paragraph 19.02 above as are designated in such notice and restore the Premises to the condition prior to the installation of such items in a good and workmanlike manner; provided, Landlord shall not require removal of any such items that: (i) already existed in the Premises before this Lease and Tenant's occupancy of the Premises, or (ii) involve customary office improvements that are installed by or for Tenant pursuant to the provisions of this Lease (including any Exhibit hereto) to the extent that Tenant seeks, and Landlord grants, a written waiver of such removal requirement in connection with Landlord's approval of the plans for such improvements.

19.04 Tenant's Failure to Remove Items. If Tenant shall fail to remove any items from the Premises as required hereunder, Landlord may do so and Tenant shall pay Landlord's charges therefor upon demand. All such property removed from the Premises by Landlord pursuant to any provisions of this Lease or any Law may be handled or stored by Landlord at Tenant's expense, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. All such property not removed from the Premises or retaken from storage by Tenant within thirty (30) days after expiration or earlier termination of this Lease or Tenant's right to possession shall, at Landlord's option, be conclusively deemed to have been conveyed by Tenant to Landlord as if by bill of sale without payment by Landlord. Unless prohibited by applicable Law, Landlord shall have a lien against such property for the costs incurred in removing and storing the same.

ARTICLE 20 **HOLDOVER**

Tenant agrees that if Tenant does not surrender to Landlord said Premises at the end of the term of this

Lease, or upon any cancellation of the term of this Lease, without prior written consent of Landlord, such holdover tenancy shall be a tenancy at sufferance, and Tenant shall pay to Landlord all damages that Landlord may suffer on account of Tenant's failure to surrender possession of said Premises, and will indemnify Landlord on account of delay of Landlord in delivering possession of said Premises to another Tenant. Unless Tenant's failure to surrender the Premises is consented to in writing by the Landlord, the rent during any holdover period shall be twice the Rent payable during the last month of the Term. The acceptance of such rent shall not be deemed to be consent to such continued occupancy nor shall it be deemed a waiver of any rights of the Landlord as set forth herein, at law or in equity. Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees at all tribunal levels) and liability resulting from such failure, including any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits or other consequential damages to Landlord resulting therefrom.

ARTICLE 21 **ESTOPPELS; SUBORDINATION**

21.01 Estoppels. Within ten (10) days after Landlord's request, Tenant shall execute and deliver a declaration to any person designated by Landlord (a) ratifying this Lease (b) stating the commencement and termination dates of this Lease; and (c) certifying (i) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writing as shall be stated), (ii) that all conditions under this Lease to be performed by Landlord have been satisfied (stating exceptions, if any), (iii) no defenses or offsets against the enforcement of this Lease by Landlord exist (or, if any, stating those claimed), (iv) advance rent, if any, paid by Tenant, (v) the date to which rent has been paid, (vi) the amount of security deposited with Landlord, and such other information as Landlord reasonably requires. The Landlord and persons receiving such statements shall be entitled to rely upon them.

21.02 Subordination and Attornment. This Lease, and Tenant's rights hereunder, are hereby made expressly subject and subordinate at all times to any and all mortgages, ground or underlying leases affecting the Premises which have been executed and delivered by Landlord, or its successors or assigns, or are hereafter created and any and all extensions and renewals thereof and substitutions therefore and modifications and amendments thereof, and to any and all advances made or to be made under or upon said mortgages, ground or underlying leases and, in the event of a sale or assignment of landlord's interest in the Premises or the Building or if the Premises or the Building comes into the hands of a mortgagee, ground lessor or any other person, Tenant shall attorn to the purchaser or such mortgagee or other person and recognize the same as Landlord hereunder. Within ten (10) days of written request therefore, Tenant will execute any instrument or instruments which the Landlord may deem necessary or desirable to further evidence the subordination of this Lease and attornment hereunder. Tenant hereby irrevocably appoints Landlord as Attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instrument or instruments. In the event the Tenant shall refuse after reasonable notice to execute such instrument or instruments, the Landlord may, in addition to any right or remedy occurring hereunder, terminate this leased without incurring any liability whatsoever and the estate hereby granted is expressly limited accordingly. Tenant further agrees to make such reasonable modifications to this Lease (not increasing Tenant's obligations hereunder) as may be requested by the holder of any such mortgage, ground or underlying Lease.

ARTICLE 22 **RIGHTS RESERVED BY LANDLORD**

22.01 Except to the extent expressly limited herein, Landlord reserves full rights to control the Property (which rights may be exercised without subjecting Landlord to claims for constructive eviction, abatement of Rent, damages or other claims of any kind), including more particularly, but without limitation, the following rights:

a. To (i) change the name or street address of the Property or designation of the Premises; (ii) install and maintain signs on and about the Property, and grant any other Person the right to do so; (iii) retain at all times, and use in appropriate instances, keys to all doors within and into the Premises; (iv) grant to any Person the right to conduct any business or render any service at the Property, whether or not the same are similar to the use permitted Tenant by this Lease; (v) have access for Landlord and other tenants of the Property to any mail chutes located on the Premises according to the rules of the United States Postal Service (and to install or remove such chutes); and (vi) in case of fire, invasion, insurrection, riot, civil disorder, public excitement or other dangerous condition, or threat thereof: (a) limit or prevent access to the Property; (b) shut down elevator service; (c) activate elevator emergency controls; and (d) otherwise take such action or preventative measures deemed necessary by Landlord for the safety of tenants of the Property or the protection of the Property and other property located thereon or therein (but this provision shall impose no duty on Landlord to take such actions, and no liability for actions taken in good faith).

b. Subject to the last sentence of this Paragraph, to: (i) paint and decorate; (ii) perform repairs or maintenance; and (iii) make replacements, restorations, renovations, alterations, additions and improvements, structural or otherwise, in and to the Property or any part thereof, including any adjacent building, structure, facility, land, street or alley, or change the uses thereof (other than Tenant's permitted use under this Lease), including changes, reductions or additions of corridors, entrances, doors, lobbies, parking facilities and other areas, structural support columns and shear walls, elevators, stairs, escalators, mezzanines, solar tint windows or film, kiosks, planters, sculptures, displays, and other amenities and features therein, and changes relating to the connection with or entrance into or use of the Property or any other adjoining or adjacent building or buildings, now existing or hereafter constructed. In connection with such matters, Landlord may erect scaffolding, barricades and other structures, open ceilings, close entry ways, restrooms, elevators, stairways, corridors, parking and other areas and facilities, and take such other actions as Landlord deems appropriate. However, Landlord shall: (a) maintain reasonable access to the Premises; and (b) in connection with entering the Premises, comply with the last sentence of subparagraph B above.

c. Upon reasonable notice to Tenant (the "Relocation Notice"), to relocate Tenant to different premises in the Building (the "Substitute Premises"), provided that the Substitute Premises are of approximately the same size and finish as the Premises, and provided that Landlord reimburses Tenant for all reasonable out-of-pocket moving expenses incurred by Tenant as a result of such relocation. Tenant shall relocate to the Substitute Premises within the time set out in the Relocation Notice. Upon the date Tenant takes possession of the Substitute Premises, this Lease shall be deemed amended to substitute the Substitute Premises as the Premises, and all other terms and conditions of the Lease shall remain in full force and effect. Tenant agrees to promptly execute and deliver any and all documents and/or instruments reasonably required by Landlord from time to time to evidence and confirm Tenant's relocation to the Substitute Premises.

ARTICLE 23
LANDLORD'S RIGHT TO CURE

If Landlord shall fail to perform any obligation under this Lease required to be performed by Landlord, Landlord shall not be deemed to be in default hereunder nor subject to any claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by Tenant (provided, if the nature of Landlord's failure is such that more time is reasonably required in order to cure, Landlord shall not be in default if Landlord commences to cure within such period and thereafter diligently seeks to cure such failure to completion). If Landlord shall default and fail to cure as provided herein, Tenant shall have such rights and remedies as may be available to Tenant under applicable Laws, subject to the other provisions of this Lease; provided, Tenant shall have no right of self-help to perform repairs or any other obligation of Landlord, and shall have no right to withhold, set-off or abate Rent, or terminate this Lease, except as may be expressly provided in this Lease, and Tenant hereby expressly waives the provisions of any Law to the contrary.

ARTICLE 24
HAZARDOUS MATERIALS

24.01 **HAZARDOUS MATERIALS GENERALLY PROHIBITED.** EXCEPT AS PROVIDED HEREIN, TENANT SHALL NOT TRANSPORT, USE, STORE, MAINTAIN, GENERATE, MANUFACTURE, HANDLE, DISPOSE, RELEASE, DISCHARGE, SPILL OR LEAK ANY "HAZARDOUS MATERIAL" (AS DEFINED BELOW), OR PERMIT ITS EMPLOYEES, AGENTS, CONTRACTORS, OR OTHER OCCUPANTS OF THE PREMISES TO ENGAGE IN SUCH ACTIVITIES ON OR ABOUT THE PREMISES, BUILDING OR LAND. HOWEVER, THE FOREGOING PROVISIONS SHALL NOT PROHIBIT THE TRANSPORTATION TO AND FROM, AND USE, STORAGE, MAINTENANCE AND HANDLING WITHIN THE PREMISES BY TENANT, OF SUBSTANCES CUSTOMARILY AND LAWFULLY USED BY TENANT IN THE BUSINESS WHICH TENANT IS PERMITTED TO CONDUCT IN THE PREMISES UNDER THIS LEASE, AS AN INCIDENTAL AND MINOR PART OF SUCH BUSINESS, AND PROVIDED: (I) SUCH SUBSTANCES SHALL BE PROPERLY LABELED, CONTAINED, USED AND STORED ONLY IN SMALL QUANTITIES REASONABLY NECESSARY FOR SUCH PERMITTED USE AND THE ORDINARY COURSE OF SUCH BUSINESS OPERATIONS, IN ACCORDANCE WITH APPLICABLE LAWS, PREVAILING STANDARDS, AND THE MANUFACTURERS' INSTRUCTIONS THEREFOR, AND AS LANDLORD SHALL REASONABLY REQUIRE (BUT NO WARNING NOTICES OR SYMBOLS SHALL BE PLACED, OR REQUIRED TO BE PLACED, ON OR NEAR ANY DOOR TO OR WITHIN THE PREMISES OR BUILDING); (II) SUCH SUBSTANCES SHALL NOT BE DISPOSED OF, RELEASED, DISCHARGED OR PERMITTED TO SPILL OR LEAK IN OR ABOUT THE PREMISES, THE LAND OR THE BUILDING (AND UNDER NO CIRCUMSTANCES SHALL ANY HAZARDOUS MATERIAL BE DISPOSED OF WITHIN THE DRAINS OR PLUMBING FACILITIES IN OR SERVING THE PREMISES OR BUILDING OR IN ANY OTHER PUBLIC OR PRIVATE DRAIN OR SEWER, REGARDLESS OF QUANTITY OR CONCENTRATION); (III) IF ANY APPLICABLE LAW OR LANDLORD'S TRASH REMOVAL CONTRACTOR REQUIRES THAT ANY SUCH SUBSTANCES BE DISPOSED OF FROM THE PREMISES SEPARATELY FROM ORDINARY TRASH, TENANT SHALL MAKE ARRANGEMENTS AT TENANT'S EXPENSE FOR SUCH DISPOSAL IN APPROVED CONTAINERS DIRECTLY WITH A QUALIFIED AND LICENSED DISPOSAL COMPANY AT A LAWFUL DISPOSAL SITE; (IV) ANY REMAINING SUCH SUBSTANCES SHALL BE COMPLETELY, PROPERLY AND LAWFULLY REMOVED FROM THE LAND UPON EXPIRATION OR EARLIER TERMINATION OF THIS LEASE; AND (V) FOR PURPOSES OF REMOVAL AND DISPOSAL OF ANY SUCH SUBSTANCES FOR WHICH TENANT IS RESPONSIBLE HEREUNDER, TENANT SHALL BE NAMED AS THE OWNER, OPERATOR AND GENERATOR, SHALL OBTAIN A WASTE GENERATOR IDENTIFICATION NUMBER, AND SHALL EXECUTE ALL PERMIT APPLICATIONS, MANIFESTS, WASTE CHARACTERIZATION DOCUMENTS AND ANY OTHER REQUIRED FORMS. "HAZARDOUS MATERIAL" SHALL INCLUDE, BUT NOT BE LIMITED TO: (I) ANY FLAMMABLE, EXPLOSIVE, TOXIC, RADIOACTIVE, BIOLOGICAL, CORROSIVE OR OTHERWISE HAZARDOUS CHEMICAL, SUBSTANCE, LIQUID, GAS, DEVICE, FORM OF ENERGY, MATERIAL OR WASTE OR COMPONENT THEREOF, (II) PETROLEUM-BASED PRODUCTS, DIESEL FUEL, PAINTS, SOLVENTS, LEAD, RADIOACTIVE MATERIALS, CYANIDE, BIOHAZARDS, INFECTIOUS OR MEDICAL WASTE AND "SHARPS", PRINTING INKS, ACIDS, DDT, PESTICIDES, AMMONIA COMPOUNDS, AND ANY OTHER ITEMS WHICH NOW OR SUBSEQUENTLY ARE FOUND TO HAVE AN ADVERSE EFFECT ON THE ENVIRONMENT OR THE HEALTH AND SAFETY OF PERSONS OR ANIMALS OR THE PRESENCE OF WHICH REQUIRE INVESTIGATION OR REMEDIATION UNDER ANY LAW OR GOVERNMENTAL POLICY, AND (III) ANY ITEM DEFINED AS A "HAZARDOUS SUBSTANCE", "HAZARDOUS MATERIAL", "HAZARDOUS WASTE", "REGULATED SUBSTANCE" OR "TOXIC SUBSTANCE" UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, 42 U.S.C. §9601, ET SEQ., HAZARDOUS MATERIALS TRANSPORTATION ACT, 49 U.S.C. §1801, ET SEQ., RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, 42 U.S.C. §6901 ET SEQ., CLEAN WATER ACT, 33 U.S.C. §1251, ET SEQ., SAFE DRINKING WATER ACT, 14 U.S.C. §300F, ET SEQ., TOXIC SUBSTANCES CONTROL ACT, 15 U.S.C. §2601, ET SEQ., ATOMIC ENERGY ACT OF 1954, 42 U.S.C. §2014 ET SEQ., AND ANY SIMILAR FEDERAL, STATE OR LOCAL LAWS, AND ALL REGULATIONS, GUIDELINES, DIRECTIVES AND OTHER REQUIREMENTS THEREUNDER, ALL AS MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME

24.02 CLEAN UP RESPONSIBILITIES. IF ANY HAZARDOUS MATERIAL IS RELEASED, DISCHARGED OR DISPOSED OF, OR PERMITTED TO SPILL OR LEAK, BY TENANT OR ITS ASSIGNEES OR THEIR RESPECTIVE AGENTS, EMPLOYEES OR CONTRACTORS, IN VIOLATION OF THE FOREGOING PROVISIONS OF THIS ARTICLE, TENANT SHALL IMMEDIATELY AND PROPERLY CLEAN UP AND REMOVE THE HAZARDOUS MATERIALS FROM THE PREMISES, PROPERTY AND ANY OTHER AFFECTED PROPERTY AND CLEAN OR REPLACE ANY AFFECTED PERSONAL PROPERTY (WHETHER OR NOT OWNED BY LANDLORD) IN COMPLIANCE WITH APPLICABLE LAWS AND THEN PREVAILING INDUSTRY PRACTICES AND STANDARDS, AT TENANT'S EXPENSE (WITHOUT LIMITING LANDLORD'S OTHER REMEDIES THEREFOR). SUCH CLEAN UP AND REMOVAL WORK ("TENANT REMEDIAL WORK") SHALL BE SUBJECT TO THE PROVISIONS OF ANY ALTERATIONS, INCLUDING LANDLORD'S PRIOR WRITTEN APPROVAL (EXCEPT IN EMERGENCIES), AND ANY TESTING, INVESTIGATION, FEASIBILITY AND IMPACT STUDIES, AND THE PREPARATION AND IMPLEMENTATION OF ANY REMEDIAL ACTION PLAN REQUIRED BY ANY COURT OR REGULATORY AUTHORITY HAVING JURISDICTION OR REASONABLY REQUIRED BY LANDLORD. IN CONNECTION THEREWITH, TENANT SHALL PROVIDE DOCUMENTATION EVIDENCING THAT ALL TENANT REMEDIAL WORK OR OTHER ACTION REQUIRED HEREUNDER HAS BEEN PROPERLY AND LAWFULLY COMPLETED (INCLUDING A CERTIFICATE ADDRESSED TO LANDLORD FROM AN ENVIRONMENTAL CONSULTANT REASONABLY ACCEPTABLE TO LANDLORD, IN SUCH DETAIL AND FORM AS LANDLORD MAY REASONABLY REQUIRE). IF ANY HAZARDOUS MATERIAL IS RELEASED, DISCHARGED, DISPOSED OF, OR PERMITTED TO SPILL OR LEAK ON OR ABOUT THE PROPERTY AND IS NOT CAUSED BY TENANT OR ITS RESPECTIVE AGENTS, EMPLOYEES OR CONTRACTORS, SUCH RELEASE, DISCHARGE, DISPOSAL, SPILL OR LEAK SHALL BE DEEMED CASUALTY DAMAGE TO THE EXTENT THAT THE PREMISES AND TENANT'S USE THEREOF IS AFFECTED THEREBY; IN SUCH CASE, LANDLORD AND TENANT SHALL HAVE THE OBLIGATIONS AND RIGHTS RESPECTING SUCH CASUALTY DAMAGE PROVIDED UNDER THIS LEASE. TENANT SHALL IMMEDIATELY UPON WRITTEN REQUEST PROVIDE LANDLORD WITH COPIES OF ALL MATERIAL SAFETY DATA SHEETS, PERMITS, APPROVALS, MEMOS, REPORTS, CORRESPONDENCE, COMPLAINTS, DEMANDS, CLAIMS, SUBPOENAS, REQUESTS, REMEDIATION AND CLEANUP PLANS, AND ALL PAPERS OF ANY KIND FILED WITH OR BY ANY REGULATORY AUTHORITY AND ANY OTHER BOOKS, RECORDS OR ITEMS PERTAINING TO HAZARDOUS MATERIALS THAT ARE SUBJECT TO THIS ARTICLE (COLLECTIVELY REFERRED TO HEREIN AS "TENANT'S HAZARDOUS MATERIALS RECORDS"). TENANT SHALL PAY, PRIOR TO DELINQUENCY, ANY AND ALL FEES, TAXES (INCLUDING EXCISE TAXES), PENALTIES AND FINES ARISING FROM OR BASED ON TENANT'S ACTIVITIES INVOLVING HAZARDOUS MATERIAL ON OR ABOUT THE PREMISES, BUILDING OR LAND, AND SHALL NOT ALLOW SUCH OBLIGATIONS TO BECOME A LIEN OR CHARGE AGAINST THE LAND, THE BUILDING OR LANDLORD. IF TENANT VIOLATES ANY PROVISION OF THIS ARTICLE WITH RESPECT TO ANY HAZARDOUS MATERIALS, LANDLORD MAY: (I) REQUIRE THAT TENANT IMMEDIATELY REMOVE ALL HAZARDOUS MATERIALS FROM THE PREMISES AND DISCONTINUE USING, STORING AND HANDLING HAZARDOUS MATERIALS IN THE PREMISES; AND/OR (II) PURSUE SUCH OTHER REMEDIES AS MAY BE AVAILABLE TO LANDLORD UNDER THIS LEASE OR APPLICABLE LAW.

ARTICLE 25
SUCCESSORS: TRANSFER OF PROPERTY

Each of the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, guardians, custodians, successors and assigns, subject to any restrictions on Tenant's assignment of this Lease as set forth in Article 8 hereof. If Landlord shall convey or transfer the Property or any portion thereof in which the Premises are contained to another party, such party shall thereupon be and become landlord hereunder, shall be deemed to have fully assumed all of Landlord's obligations under this Lease accruing during such party's ownership and Landlord shall be free of all such obligations accruing from and after the date of conveyance or transfer.

ARTICLE 26
NOTICES

All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail postage prepaid, return receipt requested. Notice to the respective parties shall be addressed as follows:

Landlord: 941 W. Morse Blvd., Suite 315
Winter Park, FL 32789

Tenant: _____

Either party may, by written notice, designate a new address to which such notices shall be directed.

ARTICLE 27
MISCELLANEOUS

27.01 Failure to Execute Instruments. Unless a different timeframe therefore shall be expressly provided in this Lease, Tenant's failure to execute instruments or certificates provided for in this Lease within ten (10) days after the mailing by Landlord of a written request for their execution shall be a default under this Lease.

27.02 Counterclaim. If Landlord commences any proceedings for non-payment of Rent, Tenant will not interpose any counterclaim of any nature or description in such proceedings. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in a separate action brought by Tenant. The covenants to pay Rent and other amounts hereunder are independent covenants, and Tenant shall have no right to hold back, offset, or fail to pay any such amounts for default by Landlord or any other reason whatsoever.

27.03 Waiver of Jury Trial. The 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 whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or claim of injury or damage.

27.04 Waiver of Rights of Redemption. To the extent permitted by law, Tenant waives any and all rights of redemption granted by or under any present or future laws if Tenant is evicted or dispossessed for any cause, or if Landlord obtains possession of the Premises due to Tenant's default hereunder of otherwise.

27.05 Governing Law. This Lease shall be construed under the laws of the State of Florida.

27.06 Benefit and Burden. Except as otherwise expressly set forth in this Lease, the covenants, conditions, agreements, terms and provisions herein contained shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective personal representatives, successors and assigns. No rights, however, shall inure to the benefit of any assignee or sublessee of Tenant unless the assignment or sublease has been approved by Landlord in writing as set forth in this Lease.

27.07 Accord and Satisfaction. Landlord is entitled to accept, receive, and cash or deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply the same

at Landlord's option to any obligation of Tenant and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same. No endorsement or statement or any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder and Landlord's right to pursue any other available remedy. Payment of any amounts by Tenant shall not waive any other cause of action which Tenant may have.

27.08 Partial Invalidity. If any provision 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 provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

27.09 Quiet Enjoyment. As long as Tenant fully complies with the terms, conditions and covenants of this Lease, Landlord agrees that Tenant shall and may peaceably have, hold and enjoy the Premises without hindrance or molestation.

27.10 Entire Agreement. There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Landlord and Tenant other than herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by them.

27.11 Time of Essence. 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.

27.12 Limitation of Liability. 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 process or remedy or for any other matter whatsoever relating thereto or to the Premises, the Building or the Land. Under no circumstances shall any present or future, direct or indirect, principals or investors, general or limited partners, officers, directors, shareholders, trustees, beneficiaries, participants, advisors, managers, employees, agents or affiliates of Landlord or of any of the other foregoing parties, or any of their heirs, successors or assigns have any liability for any of the foregoing matters, and Tenant expressly waives any and all rights to proceed against the foregoing. In no event shall Landlord be liable to Tenant for any consequential damages.

27.13 Effective Date. 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.

27.14 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, 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 and radon testing may be obtained from your county public health unit.

27.15 Confidentiality. Landlord and Tenant hereby agree that the terms and conditions of this Lease are of a confidential nature. Tenant covenants that he will not reveal the terms, provisions or conditions under which he occupies the Premises. This clause shall be binding on the tenant, its employees and agents who may be acting in its capacity. It is agreed and understood that Tenant may acknowledge only the existence of an agreement between Landlord and Tenant pertaining to the Lease, and that Tenant may not disclose any of the terms and provisions contained in this Lease to any tenant or other occupant in the Building or to any agent, employee, sub-tenant or assignee of such tenant or occupant. Tenant acknowledges that any breach by Tenant in Section 48 shall cause Landlord irreparable harm.

The terms and provisions of this Section 48 shall survive the termination of the Lease (whether by lapse of time or otherwise).

27.16 Brokers. Landlord and Tenant hereby mutually: (i) represent and warrant to each other that they have dealt only with the broker, if any, designated in the Lease Summary (whose commission, if any, shall be paid pursuant to separate written agreement by the party signing such agreement) as broker, agent or finder in connection with this Lease; and (ii) agree to defend, indemnify and hold each other harmless from and against any and all claims, demands, losses, liabilities, damages, judgments, costs and expenses (including reasonable attorneys' and expert witness fees, and court costs), arising or alleged to arise from any breach of their respective foregoing representation and warranty under this Article; (iii) 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. Landlord is by this document giving notice to the Tenant that the broker referred to in the Lease Summary, if any, is the agent and representative of Landlord. Tenant acknowledges that this written notice was received before Tenant signed a contractual offer or lease agreement, in compliance with applicable Florida Statutes and Florida Administrative Code Rules. Tenant acknowledges that Landlord's Broker may be paid by the Landlord, per applicable Florida Administrative Code Rules. Tenant also covenants to defend, protect, indemnify and hold harmless Landlord from and against any and all cost, expense or liability incurred by Landlord relating to any broker's lien that is asserted or filed against the Property, Building or Premises pursuant to the Florida Commercial Real Estate Leasing Commission Lien Act, Section 475.800, *Florida Statutes, et al.*, if such broker or agent asserting or filing such lien claims to have been retained by Tenant. If such a lien is filed or asserted, Tenant shall cause such lien to be canceled, discharged, or released in accordance with applicable *Florida Statutes* within ten (10) days of filing of same or Tenant's receipt of written notice from Landlord, whichever is earlier.

27.17 No Waiver. No provision of this Lease will be deemed waived by either party unless expressly waived in writing and signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and Landlord's consent or approval respecting any action by Tenant shall not constitute a waiver of the requirement for obtaining Landlord's consent or approval respecting any subsequent action. Acceptance of Rent by Landlord directly or through any agent or lock-box arrangement shall not constitute a waiver of any breach by Tenant of any term or provision of this Lease (and Landlord reserves the right to return or refund any untimely payments if necessary to preserve Landlord's remedies). No acceptance of a lesser amount of Rent shall be deemed a waiver of Landlord's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the full amount due. The acceptance of Rent or of the performance of any other term or provision from, or providing directory listings or services for, any person other than Tenant shall not constitute a waiver of Landlord's right to approve any assignment or sublet under this Lease. No delivery to, or acceptance by, Landlord or its agents or employees of keys, nor any other act or omission of Tenant or Landlord or their agents or employees, shall be deemed a surrender, or acceptance of a surrender, of the Premises or a termination of this Lease, unless stated expressly in writing by Landlord.

27.18 Professional Fees. If either party hereto shall commence any action or other proceeding against the other arising out of, or relating to, this Lease or the Leased Premises, the prevailing party shall be entitled to recover from the losing party, in addition to any other relief, its actual reasonable attorneys' fees irrespective of whether or not the action or other proceeding is prosecuted to judgment, including but not limited to such fees and costs incurred in establishing the right to recover such fees and costs and the amount to be recovered. In addition, in the event that Tenant requests that Landlord execute any document or instrument in connection with Tenant's occupancy and/or use of the Leased Premises, including without limitation any Landlord's Waiver or similar instrument requested by any lender of

Tenant, Tenant shall pay to Landlord an administrative fee of Five Hundred and 00/100 Dollars (\$500.00), which administrative fee shall be paid at the time any such request is made.

27.19 No Recording. Neither this Lease nor any memorandum of lease or short form lease shall be recorded by Tenant, but Landlord may elect to record a short form or memorandum of this Lease, in which case Tenant shall promptly execute, acknowledge and deliver the same on a form prepared by Landlord or such Lender.

27.20 OFAC Compliance. Tenant represents and warrants that (i) Tenant and each person or entity owning an interest in Tenant is (a) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), and (b) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (ii) none of the funds or other assets of Tenant constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), (iii) no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly), (iv) none of the funds of Tenant have been derived from any unlawful activity with the result that the investment in Tenant is prohibited by law or that the Lease is in violation of law, and (v) Tenant has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including, without limitation, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Tenant is prohibited by law or Tenant is in violation of law.

Tenant covenants and agrees (i) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (ii) to immediately notify Landlord in writing if any of the representations, warranties or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached, (iii) not to use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under the Lease and (iv) at the request of Landlord, to provide such information as may be requested by Landlord to determine Tenant's compliance with the terms hereof.

Tenant hereby acknowledges and agrees that Tenant's inclusion on the List at any time during the Term shall be a material default of the Lease. Notwithstanding anything herein to the contrary, Tenant shall not permit the Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a material default of the Lease.

27.21 Guaranty. To induce Landlord to enter into this Lease, _____, and ____ ([collectively], the "Guarantor"), has agreed to [, jointly and severally,] serve as guarantor of Tenant's liabilities and obligations hereunder for the Term, which guarantor obligations shall be as set forth pursuant to that certain Guaranty dated on or about even date herewith and incorporated herein as Exhibit C (the "Guaranty"). Guarantor's execution of the Guaranty is hereby made an express condition precedent to Landlord's obligations under this Lease.

Exhibits. Exhibits made a part of this Lease and incorporated herein by reference include:

Exhibit A – Floor Plan

Exhibit B – Rules and Regulations

- Exhibit C – Agreement of Guaranty
- Exhibit D – Rent Commencement Certificate
- Exhibit E – Landlord’s Work
- Exhibit F – Tenant’s Work
- Exhibit F-1-Construction Allowance
- Exhibit G – ACH Authorization Form

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LANDLORD:
a Florida limited liability company

By: _____
Mary L. Demetree, Manager

Date: _____

TENANT:

By: _____
[Name of Tenant Signing + Title]

Date: _____

EXHIBIT "A"

FLOOR PLAN

An area comprising approximately _____ rentable square feet of office space located on the _____ floor of the office building, and shall be more fully described on a copy of a floor plan following:

EXHIBIT "B"

BUILDING RULES AND REGULATIONS

1. The sidewalks, entries, passages, court corridors, stairways and elevators shall not be obstructed by any of the Tenants, their employees or agents, or used by them for purposes other than ingress and egress to and from their respective suites.
2. All safes or other heavy articles shall be carried up or into the Premises only at such times and in such manner as shall be prescribed by the Landlord and the Landlord shall in all cases have the right to specify the proper weight and position of any such safe or other heavy article. Any damage done to the building by taking in or removing any safe or from overloading any floor in any way shall be paid by the Tenant. Defacing or injuring in any way to any part of the building by the Tenant, his agents or employees, shall be paid for by the Tenant.
3. Tenant will refer all contractors, contractors' representatives and installation technicians rendering any service on or to the Premises for Tenant to Landlord for Landlord's approval and supervision before performance of any contractual service. This provision shall apply to all work performed in the building, including installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceiling, equipment or any other physical portion of the building.
4. No sign, advertisement or notice shall be inscribed, appointed or affixed on any part of the inside or outside of the said building unless of such color, size, and style and in such place upon or in said building as shall first be designated by Landlord; there shall be no obligation or duty on Landlord to allow any sign, advertisement or notice to be inscribed, painted or affixed on any part of the inside or outside of said building, except as specifically set forth in the lease of Tenant. Signs on doors will be painted for the Tenant by a sign writer approved by Landlord, the cost of the painting to be paid by the Tenant. A directory in a conspicuous place, with the names of the Tenants, will be provided by the Landlord; any necessary revision in this will be made by Landlord within a reasonable time after notice from the Tenant of the error or change making the revision necessary. No furniture shall be placed in front of the building or in any lobby or corridor without written consent of Landlord. Landlord shall have the right to remove all other signs and furniture, without notice to Tenant at the expense of Tenant.
5. Tenant shall have the nonexclusive use in common with the Landlord, other tenants, their guests and invitees, of the uncovered automobile parking areas, driveways and footways, subject to reasonable rules and regulations for the user thereof as prescribed from time to time by Landlord. Landlord shall have the right to designate parking areas for the use of the building tenants and their employees, and the tenants and their employees shall not park in parking areas not so designated. Tenant agrees that upon written notice from Landlord, it will furnish to Landlord, within thirty (30) days from receipt of such notice, the state automobile license numbers assigned to the automobiles of the Tenant and its employees.
6. No Tenant shall do or permit anything to be done in said Premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on said building, or on property kept therein, or obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the laws relating to fire, or with any regulations of the fire department, or with any insurance policy upon said building or any part thereof, or conflict with any rules or ordinances of any governing bodies.
7. The janitor of the building may at all times keep a pass key to suite entry doors, and he and other employees of the Landlord shall at all times be allowed admittance to said Premises.
8. No additional locks shall be placed upon any public entry doors without the written consent of the Landlord. All necessary keys shall be furnished by the Landlord, and the same shall be surrendered on the termination of this Lease, and the Tenant shall then give the Landlord or his agent's explanation of the combination of all locks upon the doors of vaults.

9. No windows or other openings that reflect or admit light into the corridors or passageways, or to any other place in said building, shall be covered or obstructed by any of the Tenants.
10. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse, or the defacing or injury of any part of the building, shall be borne by the person who shall occasion it.
11. No person shall disturb the occupants of the building by the use of any musical instruments, the making of unseemly noises, or of any unreasonable use. No dogs or other animals or pets of any kind will be allowed in the building.
12. No bicycles or similar vehicles will be allowed in the building.
13. Nothing shall be thrown out the windows of the building or down the stairways or other passages.
14. Tenant shall not be permitted to use or to keep in the building any kerosene, camphene, burning fluid or other inflammable materials.
15. If any Tenant desires telegraphic, telephonic or other electric connections, Landlord or its agents will direct the electricians as to where and how the wires may be introduced, and without such directions any boring or cutting for wires will not be permitted.
16. If Tenant desires shades or awnings, they must be of such shape, color, materials and make as shall be prescribed by Landlord and any outside awning proposed may be prohibited by Landlord. Landlord or its agents shall have the right to enter the Premises to examine the same or to make such repairs, alterations or additions as Landlord shall deem necessary for the safety, preservation or improvement of the building, and during the three (3) month period prior to termination of the lease, the Landlord or its agents may show said Premises and may place on the windows or doors thereof, or upon the bulletin board a notice "For Rent".
17. No portion of the building shall be used for the purpose of lodging rooms or for any immoral or unlawful purposes.
18. All glass, locks and trimmings in or about the doors and windows and all electric fixtures belonging to the building shall be kept whole, and whenever broken by anyone shall be immediately replaced or repaired and put in order by Tenant under the direction and to the satisfaction of Landlord, and on removal shall be left whole and in good repair.
19. Tenant shall not install or authorize the installation of any vending machines or food preparation devices without Landlord's written approval, which shall not be unreasonably withheld.

EXHIBIT "C"
AGREEMENT OF GUARANTY

ABSOLUTE AND UNCONDITIONAL GUARANTY

THIS ABSOLUTE AND UNCONDITIONAL GUARANTY ("Guaranty") is executed and delivered this ____ day of _____, 20__ by _____, and _____ (hereinafter, collectively, "Guarantor") in favor of _____, ("Landlord").

R E C I T A L S:

A. Landlord and _____, a _____ entered into that certain Office Lease dated of even date herewith, (the "Lease"), for that certain premises located at ____ (the "Premises").

B. In consideration of and as a material inducement to the Landlord's to enter into the Lease, Guarantor has agreed to execute and deliver to Landlord this Guaranty.

E. Guarantor acknowledges that Landlord would not have entered into the Lease without the execution and delivery by Guarantor of this Guaranty.

NOW THEREFORE, In consideration of these presents, and in further consideration of the sum of Ten and 00/100 Dollars (\$10.00) in hand paid to the Guarantor by Landlord, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Guarantor irrevocably and unconditionally guarantees payment when due, whether by acceleration or otherwise, of all amounts due under the Lease, together with all interest thereon and all attorneys' fees, cost and expenses of collection incurred by the Landlord in collecting such amounts, and does also irrevocably and unconditionally guarantee the performance by Tenant of all the duties and obligations to be performed by Tenant under the terms of the Lease. This is a guarantee of payment and not of collection.

2. Guarantor shall have no right of subrogation whatsoever with respect to the amounts owed by the Tenant to the Landlord unless and until Landlord shall have received full payment of all the amounts due under the Lease through the end of the term thereof.

3. The obligations of Guarantor hereunder shall not be released, discharged, impaired, modified or in any way affected by reason of:

- (a) The unenforceability, non-existence, or invalidity of any of the terms of the Lease.
- (b) The modification or other change of any terms of all or any part of the Lease, any renewal thereof and any other indulgence with respect thereto, and any release, compromise or settlement with respect to the Tenant or any Guarantor.
- (c) The financial condition of the Tenant or any guarantor with may have changed or may hereafter change.
- (d) Any understanding or agreement that any other individual or entity was or is to execute this Guaranty.
- (e) The death, insolvency or bankruptcy of the Tenant or any other Guarantor, or the failure of the Landlord to file a claim against the estate of any such deceased or bankrupt party for such party's liability or obligation to the Landlord.
- (f) Any default by the Tenant under the Lease, whether or not notice of any such default is given to Guarantor.
- (g) Any failure, omission, delay or lack of diligence on the part of Landlord to enforce, assert or exercise any right, remedy, power or privilege of the Landlord under the Lease.

- (h) Any claim (including, but not limited to a counterclaim) that Guarantor or any other individual or entity may have against the Landlord.
- (i) Any other event, circumstance or condition, whether or not the Guarantor shall have notice or knowledge thereof.

4. Guarantor hereby waives all notice of acceptance of this Guaranty, notice of maturity, payment or default, and any other requirement or notice necessary to bind Guarantor hereunder, including, but not limited to, presentment, notice of dishonor and protest.

5. Guarantor hereby consents that from time to time Landlord may, without notice to Guarantor and without affecting any liability of Guarantor, waive or fail to enforce any of Landlord's rights under the terms of the Lease.

6. If more than one party shall execute this Guaranty, the term "Guarantor" shall mean all parties executing this Guaranty, and all such parties shall be jointly and severally liable.

7. Notwithstanding anything in this Guaranty to the contrary, if a bankruptcy petition is filed by or against Tenant or Guarantor, and the Tenant or Guarantor have made payments to the Landlord during any preference period as established by any bankruptcy or other similar laws, this Guaranty shall not be terminated, unless and until a final non-appealable decision of a court of competent jurisdiction has been entered determining that the Landlord shall be entitled to retain all such monies paid it by the Tenant or the Guarantor during such preference period. The obligations of the Guarantor under this Guaranty shall include the obligations to reimburse Landlord for any preferential payments received by Landlord during such period which Landlord has been required to return or repay. The Guarantor also hereby waive(s) any claim, right or remedy which the Guarantor may now have or hereafter acquire against the Tenant that arises hereunder and/or from the performance by any Guarantor hereunder including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, indemnification, or participation in any claim, right or remedy of Landlord against the Tenant, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

8. The undersigned expressly agree(s) that this Guaranty is governed by the laws of the State of Florida, and the United States of America, whichever the context may require or permit and that proper venue for any action which may be brought under this Guaranty in addition to any other venue permitted by law shall be Orange County, Florida. Should Landlord institute any action under this Guaranty, the undersigned hereby submits itself to the jurisdiction of any court sitting in Florida.

9. Guarantor agrees to pay to Landlord all costs incurred by Landlord in collecting the amounts due hereunder, enforcing the performance of the Guarantor hereunder and/or protecting its rights hereunder, including, but not limited to, reasonable fees for attorneys, paralegals and legal assistants, and expenses incurred in any and all judicial, bankruptcy, reorganization, administrative, receivership, or other proceedings. Such costs shall be paid regardless of whether suit is brought and shall include all trial and appellate levels including bankruptcy court.

10. This Guaranty may be executed in any number of identical counterparts, each of which shall be deemed an original and all of which, collectively, shall constitute one agreement; it being understood and agreed that signature pages may be detached from one or more such counterparts and combined with the signature pages from any other identical counterpart in order that one or more fully executed originals may be assembled.

IN WITNESS WHEREOF, this Guaranty has been executed and delivered as of the date and year first above written.

Signed, sealed and delivered in presence of:

(Print Name)_____

[Print Name]_____

(Print Name)_____
Two Witnesses

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this _____ day of _____, 20__, by _____, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

Notary Signature: _____
Printed/typed name: _____

EXHIBIT "D"
RENT COMMENCEMENT CERTIFICATE

Rent Commencement Certificate

This RENT COMMENCEMENT CERTIFICATE (this "**Agreement**"), dated _____, is by and between _____, having an office at _____ ("**Landlord**"), and _____, having an office at _____ ("**Tenant**").

WITNESSETH

WHEREAS, by lease dated _____ (the "**Lease**") Landlord leased to Tenant certain premises in the building known as _____ and having an address at _____; and

WHEREAS, Paragraph 2.03 of the Lease contemplates that Landlord and Tenant will execute an agreement stating the Rent Commencement and the Expiration Date of the Lease;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration exchanged by the parties, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

Defined Terms. All capitalized terms not otherwise defined in this Agreement shall have the definitions contained in the Lease.

The Rent Commencement Date. The Rent Commencement Date of the Lease is hereby agreed to be _____.

The Expiration Date. The Expiration Date of the term of the Lease is hereby agreed to be _____.

Except as herein expressly modified, all of the terms, covenants, conditions and provisions of the Lease remain in full force and effect and binding upon all the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LANDLORD

By _____

Name: _____

Title: _____

TENANT

By _____

Name: _____

Title: _____

EXHIBIT "E"
LANDLORD'S WORK

EXHIBIT "F"
TENANT'S WORK

Tenant shall, at its sole cost and expense, complete all work necessary to prepare the Premises for occupation and operation for the Permitted Use, such occupation to be evidenced by unconditional certificates of occupancy obtained by Tenant at its sole cost and expense from all applicable governing authorities (the "Tenant's Work"). [Notwithstanding the foregoing, Landlord agrees to contribute to the cost of Tenant's Work as set forth in Exhibit F-1 attached hereto and incorporated herein by reference. Tenant's Work shall include the following items:

Tenant shall, within fifteen (15) days of the Effective Date of the Lease submit for Landlord's approval, two (2) copies of all documents relating to all alterations and additions which Tenant plans to make to the Premises, including, without limitation, (i) design drawings (specifically including a colored rendering of the proposed storefront and signage, if any, a materials sample board, and the interior layout of the Premises) (collectively, "Design Drawings") and (ii) working drawings and specifications for architectural, signage, electrical, mechanical, sprinkler, plumbing work and all other Tenant's Work within the Premises (collectively, "Plans and Specs"); and (iii) a list of all tenant's contractors and subcontractors (the "Tenant's Contractors") (the Design Drawings, Plans and Specs and Tenant's Contractors list are hereinafter collectively, the "Construction Documents"). Tenant's Design Drawings and Plans and Specs shall be prepared and sealed by an architect or engineer duly licensed in the state in which the Property is located; and, if they are not, Landlord shall have the right to have its architect redraft, sign and seal the same at Tenant's cost and expense. Failure by Tenant to timely submit the Construction Documents shall constitute a default under this Lease.

The Construction Documents shall be reviewed by Landlord within fifteen (15) days after having received all of the Construction Documents. Landlord may either (1) evidence its approval by endorsement to that effect by signature or initials on one (1) set of said Construction Documents and the return of such signed or initialed set to Tenant (whereupon such approved Construction Documents shall then constitute the "Final Construction Documents"), or (2) refuse such approval if Landlord shall determine that the same (a) do not conform to the architectural theme of the Property, including, without limitation, standards of design, motif and décor, established or adopted by Landlord and/or other tenants in the Property; (b) would subject Landlord to any additional cost, expense or liability or would subject the Premises to any violation, fine or penalty; (c) would in any way, adversely affect the reputation, character and/or nature of the Property; (d) provide for or require any installation or work which is, or might be, unlawful or create an unsound or dangerous condition or adversely affect the structural soundness of the Premises and/or the building of which the Premises are a part; and/or (e) interfere with or abridge the use or enjoyment of any adjoining space in the building in which the Premises are located. If the Landlord refuses approval, any modifications or changes requested by Landlord shall be made by Tenant and, within ten (10) days of such refusal, Tenant shall resubmit revised Construction Documents to Landlord for its approval in accordance with this Section. In the event Tenant does not timely resubmit the Construction Documents, Landlord may place Tenant in default. The foregoing process shall be repeated until the Construction Documents are approved by Landlord.

All of Tenant's Work shall be completed in accordance with the Final Construction Documents. Tenant shall make no changes to the Final Construction Documents without, in each instance, the prior written approval of Landlord; and Tenant shall not commence any work until all Construction Documents have been approved by Landlord. Any revisions to the Final Construction Documents shall be subject to Landlord's prior written approval. Tenant shall pay for any and all requested changes, substitutions or eliminations of the Final Construction Documents and the cost of Landlord's review of any such changes,

substitutions or eliminations.

Tenant is solely responsible for timely preparation and submission of all Construction Documents to Landlord for approval and to the jurisdictional authorities for timely procurement of all necessary permits, for timely bidding and award of contracts and ordering of material and equipment, and for timely performance of all other acts necessary for Tenant to commence construction of Tenant's Work and to open the Premises for business when required by this Lease. Tenant acknowledges that failure to open the Premises for business as required hereunder renders Tenant liable to Landlord for late opening damages and for all other remedies available to Landlord under this Lease and at law or in equity.

Tenant shall (i) take physical possession of the Premises on the Delivery Date, (ii) commence Tenant's Work within fifteen (15) days thereafter, and (iii) diligently prosecute Tenant's Work to completion on or before the Rent Commencement Date. Notwithstanding anything to the contrary contained in any provision of this Lease, Tenant shall not be entitled to possession, nor shall any act of Tenant, be deemed to constitute possession of, nor to give to Tenant a possessory interest in, the Premises prior to the Delivery Date.

Tenant shall work in harmony with Landlord and (whether union or non-union) the labor hired by Landlord or Landlord's contractors and Tenant shall not employ or permit to be employed by Tenant's contractors anyone whose presence is likely to cause labor disputes or work stoppages at the Premises or any other part of the Property.

At all times during the course of the performance of Tenant's Work, Landlord and the authorized representatives of Landlord (including Landlord's lender) shall be afforded access to the Premises for the purpose of inspecting the performance of Tenant's Work, in such manner and at such times as shall not interfere therewith.

Upon completion of Tenant's Work (and in any event no later than the Rent Commencement Date, Tenant shall promptly deliver to Landlord: (a) a certificate from the Tenant's architect or engineer certifying the completion of Tenant's Work, (b) a copy of the unconditional permanent certificates (state and local) of occupancy for Tenant's Work, (c) a complete set of "as built" plans and specifications for Tenant's Work, (d) a final lien waiver from each of Tenant's contractors, and (e) such other items as Landlord or its mortgage lender may reasonably request.

EXHIBIT "F-1"
CONSTRUCTION ALLOWANCE

Landlord agrees to contribute an amount equal to [Zero and 00/100 Dollars (\$0.00)] (the "Construction Allowance"), toward the cost of Tenant's Work; provided, however, in no event shall all or any portion of the Construction Allowance be applied toward the cost or expense of Tenant's personal property, trade fixtures, signs or architect fees. If the cost of Tenant's Work exceeds the Construction Allowance, such excess amount shall be borne solely by Tenant. Landlord shall pay the Construction Allowance to Tenant by offsetting [____ percent (____%)] of Tenant's monthly payments of Base Rent due and payable under the Lease commencing on the Rent Commencement Date and continuing until the Construction Allowance is paid in full; provided that Tenant has first delivered to Landlord the following:

(a) An executed estoppel certificate in the form prescribed by Landlord and reasonably acceptable to Landlord in substance;

(b) A copy of the unconditional permanent "Certificate of Occupancy" issued by the applicable building department in the city in which the Shopping Center is located;

(c) A copy of Tenant's recorded, valid "Notice of Completion", if applicable, in the state where the Shopping Center is located;

(d) A complete list of the names, addresses, telephone numbers and contract amounts for all contractors, subcontractors, vendors and/or suppliers providing materials and/or labor for Tenant's Work;

(e) All mechanics' lien releases or other lien releases on account of Tenant's Work which are notarized, unconditional, in recordable form, and otherwise in such form as Landlord shall have approved;

(f) Copies of all building permits, indicating inspection and approval by the issuer of said permits; and

(g) A complete set of "as built" plans and specifications for Tenant's Work;

(h) An architect's certification that the Premises have been constructed in accordance with Tenant's approved plans and are 100% complete in accordance with such plans.

The cost of any additional work performed by Landlord for the benefit of Tenant as well as any rentals due and owing under this Lease shall be deducted from the Construction Allowance before the Construction Allowance is paid to Tenant. If Tenant is in default under this Lease (including but not limited to its obligation to commence doing business at the Premises on or before the Rent Commencement Date and to continuously operate at the Premises for the Term), or any condition has occurred which, with the giving of notice, the passage of time, or both, would constitute a default by Tenant hereunder, then for so long as such default (or potential default) is continuing Landlord shall not be obligated to pay Tenant the Construction Allowance. If, at any time during the Term, Landlord terminates this Lease and Tenant's right to possession of the Premises pursuant to any right to do so hereunder, Tenant shall pay to Landlord (in addition to any damages recoverable by Landlord pursuant to this Lease) the unamortized cost of the Construction Allowance, amortized on a straight-line basis over the Term.



DEMETREE REAL ESTATE SERVICES

EXHIBIT "G" 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****