

Exhibit N

LEASE AGREEMENT

between

TRICONY TRADE CENTRE SOUTH, L.L.C.

LANDLORD

and

BROWARD METROPOLITAN PLANNING ORGANIZATION

TENANT

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## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease") is made and entered into effective as of the 28<sup>th</sup> day of May, 2010 by and between TRICONY TRADE CENTRE SOUTH, L.L.C., a Florida limited liability company (hereinafter referred to as "Landlord") and BROWARD METROPOLITAN PLANNING ORGANIZATION, a governmental authority created under the laws of the State of Florida (hereinafter referred to as "Tenant").

W I T N E S S E T H:

THAT LANDLORD, in consideration of the rents and agreements hereafter promised and agreed by Tenant to be paid and performed, leases to Tenant, and Tenant leases from Landlord, the Premises described herein, subject to the following terms.

### ARTICLE I

#### DESCRIPTION OF PROPERTY; TERM

**1. Description of Property.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following space: Suites 840, 845 and 850, which, in the aggregate consist of approximately 8,770 rentable square feet on the eighth (8th) floor as shown on Exhibit "A" and made a part of this Lease (the "Premises"), in the building now known as Trade Centre South, located at 100 West Cypress Creek Road, Fort Lauderdale, Florida 33309, (hereinafter referred to as the "Building"), as described in the legal description attached hereto as Exhibit "B", together with the right to use in common with other tenants of the Building, their invitees, customers and employees, the lobby areas, stairways, elevators, hallways, lavatories, and all other common facilities contained in the Building and parking areas. All of the land and real property underlying the Building or adjacent thereto, with all improvements thereto, including the Building, and used in connection with the operation of the Building shall be referred to as the "Property". **Notwithstanding the fact that the Premises consist of approximately 8,770 rentable square feet, for the purposes of calculating the Base Rent and Additional Rent hereunder, such amounts shall be calculated based upon 7,500 rentable square feet.**

**2. Initial Term.** Tenant shall have and hold the Premises for an initial term of one hundred twenty (120) months (hereinafter referred to as the "Initial Term"), commencing on the earlier to occur of: (i) July 1, 2010; or (ii) the substantial completion of the Leasehold Improvements described in Article VII of this Lease (the earlier to occur of the foregoing date shall be the "Commencement Date"), and expiring on the day preceding the one hundred twenty (120) month anniversary of the Commencement Date (the "Expiration Date"). Tenant shall take occupancy of the Premises on or about the Commencement Date. The parties hereto agree that they will execute, prior to occupancy, but no later than the substantial completion of the Leasehold Improvements described in Article VII, Section 1, an Estoppel Certificate in the form attached hereto as Exhibit "C", certifying said dates. Tenant's failure or refusal to execute said Estoppel Certificate shall constitute a default hereunder.

**3. Renewal Option.** Provided there is no continuing event of default by Tenant beyond any applicable notice and/or cure period and Tenant is still occupying the entire Premises, Landlord shall grant Tenant two (2) options (each a "Renewal Option") to renew this Lease for five (5) years each (each a "Renewal Period" with the first Renewal Period being hereinafter referred to as the "First Renewal Period" and the second Renewal Period being hereinafter referred to as the "Second Renewal Period") at the conclusion of the Initial Term and the First Renewal Period (as applicable) as to the entire Premises only. Tenant shall notify Landlord of Tenant's intent to exercise the applicable Renewal Option no later than nine (9) months prior to the expiration of the Initial Term or the First Renewal Period (as applicable), each with time being of the essence as to this notification period. The Base Rent during each Renewal Period shall be as set forth in Article II, Section 5 below. The failure of Tenant to timely exercise the applicable Renewal Option shall render the applicable Renewal Option null and void. The Initial Term, the First Renewal Period and the Second Renewal Period are herein collectively referred to as the "Term" or "Lease Term". In the event that Tenant shall properly exercise the applicable Renewal Option in accordance with the terms and conditions of this Lease, the term "Expiration Date" shall thereafter be extended accordingly.

**4. Lease Year.** For the purposes of this Lease, a "Lease Year" shall be defined as that twelve (12) month period during the Term or any extension of the Term commencing on the Commencement Date or the annual anniversary thereof, as may be applicable; provided, however, that if the Commencement Date is a day other than the first day of the calendar month, then the first Lease Year shall include that period of time from the Commencement Date up to the first day of the next calendar month, and any subsequent Lease Year shall be the twelve (12) month period beginning on the first day of such month. For the purpose of this Lease, a "Lease Month" shall be defined as those successive calendar month periods beginning with the Commencement Date and continuing through the Term or any extension of the Term of this Lease; provided, however, if the Commencement Date is a day other than the first day of the calendar month, then the first Lease Month shall include that period of time from the Commencement Date up to the first day of the next calendar month, and each subsequent Lease Month shall be a calendar month period beginning on the first day of such month.

**5. Right of First Offer.** From and after the Commencement Date, through and including December 31, 2010 and provided no event of default shall then be occurring beyond any applicable notice and/or cure period, and Tenant is still occupying the entire Premises, Landlord shall grant Tenant a right of first offer (the "Right of First Offer") with respect to approximately 38,853 rentable square feet on the fifth (5<sup>th</sup>) floor of the Building (the "Other Space").

A. In connection with the foregoing, Landlord will offer to Tenant the right to lease such Other Space before leasing such Other Space to third parties. Landlord will make such offer to Tenant in a written notice (the "Offer Notice"). The Offer Notice will specify that Landlord is offering such Other Space to Tenant on the same terms and conditions set forth in this Lease as applicable to the Premises except as otherwise set forth herein, including, without limitation, the Base Rent and Tenant's Proportionate Share of Operating Expenses, as may be increased on a per square foot basis due to the expansion of the Premises. The expiration date of the Lease Term with respect of such Other Space will be coterminous with the Expiration Date for the Premises.

B. Within ten (10) business days (i.e., Monday through Friday, excluding banking holidays) after the effective date of Landlord's Offer Notice, Tenant will deliver to Landlord a binding written notice ("Tenant's Notice") in which Tenant elects to take, or not to take, the offered portion of the Other Space. If Tenant fails to timely give Tenant's Notice, Tenant will irrevocably be deemed to have elected not to take such Other Space. After Tenant delivers the Tenant's Notice exercising the Right of First Offer, Landlord will deliver to Tenant an amendment to this Lease reflecting the terms of the expansion, and Tenant will execute such amendment and deliver it to Landlord within twenty (20) business days after receipt. Time is of the essence with respect to the giving of Tenant's Notice and execution of such amendment. If Tenant accepts Landlord's offer, Tenant must accept all of the Other Space offered by Landlord, and may not exercise its right with respect to only part of such space.

C. If Tenant at any time declines (or fails to timely accept) any Other Space offered by Landlord, Tenant's Right of First Offer on such space will lapse for sixty (60) days, and Landlord will be free to lease such Other Space described in the Offer Notice to any prospective tenant on any terms and conditions, regardless of whether the same as or different from that set forth in the Offer Notice. If Landlord does not enter into a lease for such Other Space within sixty (60) days after the expiration of the ten (10) business day period allowed for Tenant's Notice, then Tenant's Right of First Offer as set forth in (and subject to the terms, conditions and limitations of this Article I, Section 5 with respect to such Other Space will be reinstated in full force and effect, such that Landlord will be required (subject to the terms, conditions and limitations set forth in this Article I, Section 5 to offer such Other Space before leasing such space to third parties.

D. The foregoing Right of First Offer may not be severed from this Lease or separately sold, assigned or transferred and is subject to the following additional conditions, namely: (i) that, at the time that Tenant exercises this Right of First Offer for any Other Space, Tenant must not be in default of any term, covenant or obligation of the Lease after the giving of any required notice and expiration of any applicable grace period; (ii) that Tenant has not assigned this Lease or sublet any portion of the Premises (excluding subleases and assignments for which, under this Lease, Landlord's consent is not required), as of the date of Landlord's

delivery of the Offer Notice, or at any time prior to such date if such assignment or sublease extends to the date of such delivery; and (iii) Tenant's execution and delivery of the amendment described above.

E. In the event that, for any reason whatsoever, Tenant's Right of First Offer shall not be exercised in accordance with the terms and conditions of this Article I, Section 5 by December 31, 2010, then the Right of First Offer shall automatically become null and void and of no further force and/or effect.

**6. Early Termination Right.** Notwithstanding any provision to the contrary contained in this Lease, Tenant shall have a one-time right to terminate this Lease (the "Early Termination Right") effective as of the date which is twelve (12) months from and after Landlord's receipt of the "Tenant's Termination Notice" (as hereinafter defined) (such date which is twelve (12) months from and after Landlord's receipt of the Tenant's Termination Notice being hereinafter referred to as the "Early Termination Date"). In the event that Tenant shall desire to exercise the Early Termination Right, then Tenant shall deliver written notice to Landlord (the "Tenant's Termination Notice") that Tenant has elected to exercise the Early Termination Right effective as of the Early Termination Date, subject to the conditions hereinafter set forth (the "Early Termination Conditions"). In the event that Tenant shall elect the Early Termination Right in accordance with the foregoing, then the following conditions shall apply:

A. Not later than thirty (30) days following its delivery of Tenant's Termination Notice (time being of the essence), Tenant shall deliver to Landlord a termination fee in an amount equal to the unamortized portion of the Landlord's costs of constructing the Leasehold Improvements, brokerage fees and leasing commissions paid by Landlord in connection with this Lease, and the aggregate amount of abated Base Rent pursuant to Article II, Section 2 hereof, within five (5) days from receipt of written notice from Landlord as to the amount of the termination fee, as such amount shall have been determined by Landlord and which amortization shall be based upon a straight line basis over the Initial Term at an eight percent (8%) interest factor;

B. Tenant shall remain liable for all Rent and other charges due under this Lease through the Early Termination Date;

C. Tenant shall remain liable for the performance of all non-monetary obligations required to be performed under this Lease through the Early Termination Date, including, without limitation, surrendering and vacating the Premises in the condition and manner required by the terms and conditions of this Lease;

D. Tenant shall not be in default of the terms and conditions of this Lease beyond any applicable notice and cure period (whether at the time of Tenant's exercise of the Early Termination Right hereunder or on the Early Termination Date); and

## ARTICLE II

### BASE RENT

**1. Base Rent; Late Charge.** Tenant agrees to pay Landlord as rent for the first year of the Lease Term, the sum of \$97,500.00 (to wit: \$13.00 prsf Base Rent x 7,500 rsf<sup>1</sup>) (the "Base Rent"), payable in twelve (12) equal monthly installments of \$8,125.00, in advance on the first day of each and every month during the first year of the Lease Term. In addition, Tenant shall be responsible for the payment of Additional Rent (hereinafter defined) as provided in Article III below (the Base Rent and Additional Rent shall sometimes be collectively referred to as the "Rent"). In the event any monthly Rent payment is not paid within five (5) days after it is due, Tenant agrees to pay a late charge of five percent (5%) of the amount of the payment due. Tenant further agrees that the late charge imposed is fair and reasonable, complies with all laws, regulations and statutes, and constitutes an agreement between Landlord and Tenant as to the estimated compensation for costs and administrative expenses incurred by Landlord due to the

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<sup>1</sup> *Notwithstanding the fact that the Premises, in the aggregate, consist of approximately 8,770 rentable square feet, Landlord has agreed, for the purposes of calculating Base Rent, to calculate the Base Rent based upon an aggregate of 7,500 rentable square feet.*

late payment of Rent by Tenant. Tenant further agrees that the late charge assessed pursuant to this Lease is not interest, and the late charge assessed does not constitute a lender or borrower/creditor relationship between Landlord and Tenant, and may be treated by Landlord as Additional Rent owed by Tenant. Tenant shall also pay to Landlord all sales, use or other taxes pertaining to the Rent which shall be remitted by Landlord to the Florida Department of Revenue or other appropriate taxing authority. Not later than the Commencement Date (time being of the essence), Tenant shall prepay the first months' Base Rent and Additional Rent in the amount set forth on the Tenant's Receipt attached hereto and made a part hereof.

**2. Sales Tax Exemption.** Tenant warrants and represents to Landlord that Tenant is exempt from the payment of sales taxes and use taxes and has obtained a Certificate of Exemption from the Florida Department of Revenue. In connection with the foregoing, Tenant agrees that at all times during the Term of this Lease, Tenant shall maintain such Certificate of Exemption in full force and effect.

**3. Rental Abatement.** Provided there is no continuing default by Tenant after any required notice from Landlord and expiration of any applicable cure period, and Tenant is still occupying the entire Premises, Landlord acknowledges and agrees that Base Rent shall abate in full commencing on the second (2<sup>nd</sup>) month of the Initial Term through and including the last day of the thirteenth (13<sup>th</sup>) month of the Initial Term.

**4. Rental Adjustment.** Commencing with the first (1st) day of the second (2nd) Lease Year of this Lease, and each and every anniversary thereafter, the Base Rent shall increase as follows:

<u>Period</u>	<b>Annual Base Rent</b>	<b>Monthly Installment of Base Rent</b>
Lease Year 2	\$13.39 prsf	\$8,368.75
Lease Year 3	\$13.79 prsf	\$8,618.75
Lease Year 4	\$14.20 prsf	\$8,875.00
Lease Year 5	\$14.63 prsf	\$9,143.75
Lease Year 6	\$15.07 prsf	\$9,418.75
Lease Year 7	\$15.52 prsf	\$9,700.00
Lease Year 8	\$15.99 prsf	\$9,993.75
Lease Year 9	\$16.47 prsf	\$10,293.75
Lease Year 10	\$16.96 prsf	\$10,600.00

**5. Renewal Period Rental Adjustment.** The Base Rent during the each Renewal Period shall be as follows:

<u>First Renewal Period</u>	<b>Annual Base Rent</b>	<b>Monthly Installment of Base Rent</b>
Lease Year 11	\$17.47 prsf	\$10,918.75
Lease Year 12	\$17.99 prsf	\$11,243.75
Lease Year 13	\$18.53 prsf	\$11,581.25
Lease Year 14	\$19.09 prsf	\$11,931.25
Lease Year 15	\$19.66 prsf	\$12,287.50

<b><u>Second Renewal Period</u></b>	<b>Annual Base Rent</b>	<b>Monthly Installment of Base Rent</b>
Lease Year 16	\$20.25 prsf	\$12,656.25
Lease Year 17	\$20.86 prsf	\$13,037.50
Lease Year 18	\$21.49 prsf	\$13,431.25
Lease Year 19	\$22.13 prsf	\$13,831.25
Lease Year 20	\$22.79 prsf	\$14,243.75

**6. Payment Without Notice or Demand.** The Rent called for in this Lease shall be paid to Landlord without notice or demand, and without counterclaim offset, deduction, abatement, suspension, deferment, diminution or reduction. Tenant hereby waives all rights now or hereafter conferred to any offset, deduction, abatement, suspension, deferment, diminution or reduction of the Rent on account of any such circumstances or occurrence.

**7. Place of Payment.** All payments of Rent shall be made and paid by Tenant to Tricony Trade Centre South, L.L.C., 100 West Cypress Creek Road, Suite 920, Fort Lauderdale, Florida 33309, Attention: Property Manager or at such other place as Landlord may, from time to time, designate in writing to Tenant. All Rent shall be payable in current legal tender of the United States, as the same is then by law constituted. Any extension, indulgence, or waiver granted or permitted by Landlord in the time, manner or mode of payment of Rent, upon any one (1) or more occasions, shall not be construed as a continuing extension, indulgence or waiver, and shall not preclude Landlord from demanding strict compliance herewith.

### ARTICLE III

#### ADDITIONAL RENT

**1. Additional Rent.** In addition to the Base Rent, Tenant shall pay as additional rent (hereinafter referred to as "Additional Rent") its proportionate share (hereinafter referred to as "Tenant's Proportionate Share") of the Operating Expenses (hereinafter defined) of the Building and the Property. Additional Rent shall be paid to Landlord in accordance with the following provisions:

A. Landlord shall furnish to Tenant prior to thirty (30) days after the beginning of each calendar year, including the first calendar year, Landlord's estimate of Operating Expenses for the upcoming year. Tenant shall pay to Landlord, on the first day of each month starting with the Commencement Date, as Additional Rent, an amount equal to one-twelfth (1/12th) of Tenant's Proportionate Share of Landlord's estimate of the Operating Expenses for that calendar year. If there shall be any increase or decrease in the Operating Expenses for any year, whether during or after such year, Landlord shall furnish to Tenant a revised estimate and the Operating Expenses shall be adjusted and paid or refunded, as the case may be. If a calendar year ends after the expiration or termination of this Lease, the Additional Rent payable hereunder shall be prorated to correspond to that portion of the calendar year occurring within the Term of this Lease.

B. Within one hundred twenty (120) days after the end of each calendar year, Landlord shall furnish to Tenant a statement showing a summary of the actual Operating Expenses incurred for the preceding calendar year. Tenant shall either receive a refund or be assessed an additional sum based upon the difference between Tenant's Proportionate Share of the actual Operating Expenses and the Additional Rent payments made by Tenant during said year. Any additional sum owed by Tenant to Landlord shall be paid within forty-five (45) days of receipt of assessment. Any refund owed by Landlord to Tenant shall be credited toward the next month's rental payment. Each statement of Operating Expenses given by Landlord shall be conclusive and binding upon Tenant unless, within thirty (30) days after Tenant's receipt thereof, Tenant shall notify Landlord that it disputes the accuracy of said statement. Failure of Landlord to submit the written statement referred to herein shall not waive any rights of Landlord nor excuse Tenant's obligation to pay the difference of actual Operating Expenses hereunder, unless such statement is not submitted within one (1) year from the end of the prior calendar year.

C. "Operating Expenses" shall mean expenses relating to the operation and maintenance of the Building and the Property, and all amenities and appurtenances relating thereto as further defined by the Building Owners and Managers Association (hereinafter referred to as "BOMA"), and shall include, without limitation, the following:

- (i) wages and salaries of all persons engaged in the maintenance and operation of the Building and Property;
- (ii) social security taxes and all other taxes which may be levied against Landlord;
- (iii) medical and general benefits for all Building employees, pension payments and other fringe benefits;
- (iv) administrative expenses and charges;
- (v) all insurance premiums;
- (vi) stand-by sprinkler charges, water charges and sewer charges;
- (vii) electricity and fuel used in the heating, ventilation, air-conditioning, lighting and all other operations of the Building and Property;
- (viii) trash removal and recycling expenses;
- (ix) painting of all common areas in the Building and Property, including painting, striping and the provision of signage on all pavement, curbs, walkways, driveways and parking areas in the Building and upon the Property;
- (x) window cleaning, janitorial services and related equipment and supplies;
- (xi) management fees incurred in the operation of the Building and Property;
- (xii) cleaning, maintenance and repair of the Building and Property;
- (xiii) maintenance and service contracts;
- (xiv) tools, equipment and supplies necessary for the performance of repairs and maintenance (which are not required to be capitalized for federal income tax purposes);
- (xv) maintenance and repair of all mechanical, electrical and intrabuilding network cabling equipment in the Building or upon the Property;
- (xvi) cleaning, maintenance and repair of elevators, restrooms, lobbies, hallways and other common areas of the Building;
- (xvii) cleaning, maintenance and repair of pavement, curbs, walkways, lighting facilities, landscaping, driveways, parking areas and drainage areas upon and adjacent to the Property and the Building;
- (xviii) personal property taxes;
- (xix) real estate taxes assessed against the Building and the Property. The term "real estate taxes" shall mean any tax or assessment levied, assessed or imposed at any time by any governmental authority upon or against the Building or the Property or any part thereof, any tax or assessment levied, or any franchise, income,

profit or other tax or governmental imposition levied, assessed or imposed against or upon Landlord in substitution in whole or in part for any tax or assessment against or upon the Building and the Property or any part thereof;

- (xx) assessments for public improvements imposed against the Building and the Property;
- (xxi) all other costs and expenses which would be considered as an expense of cleaning, maintaining, operating or repairing the Building and the Property, including, without limitation, any expense incurred or associated with administering, managing and providing a government mandated transportation demand management program;
- (xxii) all amounts collected and held by Landlord with respect to reserve accounts for those items which Landlord has designated, which shall include painting, refurbishing, re-carpeting, redecorating or landscaping any portion of the Building and the Property and/or common and public areas of the Building exclusive of any work done in any Tenant's space, and which shall include (a) roof maintenance or replacement; (b) repainting of the Building; and (c) maintenance of the parking lot and garage;
- (xxiii) a reasonable amortization cost due to any capital expenditures or repairs incurred to reduce or limit operating expenses of the Property and Building or which result in a labor or cost saving device or operation;
- (xxiv) the amortized portion of any cost or expense for any capital expenditures or repairs which may be required by governmental authority for any reason, including, without limitation, compliance with the laws referred to herein, or which may be required by Landlord's insurance carrier;
- (xxv) a reasonable amortization cost due to any capital expenditures or repairs incurred to provide electronic security for the Building.

The estimated Operating Expenses for 2010 are currently \$11.41 per rentable square foot, provided, however, Landlord and Tenant acknowledge that this is only an estimate and the actual Operating Expenses may vary. Tenant acknowledges that the estimated Operating Expenses are inclusive of janitorial service and electricity to the common areas of the Building and the Premises during normal business hours only.

**2. Tenant's Proportionate Share.** "Tenant's Proportionate Share" shall, at any given time, be defined as that fraction having as a numerator the total rentable square footage (8,770 sq. ft.) leased hereunder at said time, and having as a denominator the total rentable square footage of the Building (approximately 215,049 sq. ft.) as determined by Landlord using the standard for square footage calculation at said time (to wit:  $8,770/215,049 \times 100 = 4.08\%$ ). The amounts to be included in Tenant's Proportionate Share as described shall be based upon the actual cost per rentable square foot paid by Landlord for those items of expense. Operating Expenses shall not include leasing commissions and expenses or Tenant improvements incurred by Landlord for other tenants in the Building. Upon Tenant's execution of this Lease, Tenant shall prepay the first month's Tenant's Proportionate Share of Operating Expenses in the amount set forth on the Tenant's Receipt attached hereto and made a part hereof. Consistent with Article I, Section 1, for the purposes of calculating the Additional Rent hereunder, such amounts shall be calculated based upon 7,500 rentable square feet.

**3. Operating Expenses All Inclusive.** The examples set forth in Subparagraph 1.C. above are not intended to limit the operating expenses for which Tenant is responsible, it being the intention of the parties for Tenant to pay Tenant's Proportionate Share of all expenses of Landlord, in the operation, maintenance, cleaning and repair of the Building and the Property.

Notwithstanding anything to the contrary contained herein, both the estimated Operating Expenses and the actual Operating Expenses to be paid by Tenant shall be determined as though the Building were occupied at the actual occupancy rate or at an occupancy rate of ninety-five percent (95%), whichever is higher

#### ARTICLE IV

#### INTENTIONALLY DELETED

#### ARTICLE V

#### USE OF PREMISES

Tenant shall have access to the Premises 24 hours a day, seven days a week for the purposes set forth herein (after hours access to be allowed by a programmable card security system). Tenant shall use the Premises for general office purposes, including, without limitation, public assembly and meetings as may be required pursuant to the laws of the State of Florida to be open to the public, and for no other purpose without first obtaining the written consent of Landlord. Tenant will not use or permit the use of the Premises or any part thereof for any unlawful purpose, or in violation of any ordinances, laws, rules or regulations of any governmental body or the rules and regulations attached hereto as Exhibit "D". Tenant shall not do or permit any act which would constitute a public or private nuisance or waste or which would be a nuisance or annoyance or cause damage to Landlord or Landlord's other tenants or which would invalidate any policies of insurance or increase the premiums thereof, now or hereafter written on the Building and/or Premises.

#### ARTICLE VI

#### PARKING

There shall be available at the Building a covered parking lot with up to four (4) non-reserved parking spaces for each 1,000 square feet of rentable square feet contained in the Premises (to wit: 35 non-reserved spaces), the charge of which shall be \$0.00 per month per parking space.

#### ARTICLE VII

#### PREPARATION OF THE PREMISES

**Leasehold Improvements.** Landlord shall not be responsible to make or pay for any improvements to the Premises during the Term, except as expressly hereinafter set forth. Tenant acknowledges that Landlord has not made any representations or warranties with respect to the condition of the Premises and neither Landlord nor any assignee of Landlord shall be liable for any latent defect therein. The taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises were in good and satisfactory condition at the time such possession was taken. Tenant shall accept the Premises in their "as is" condition for the Term. Notwithstanding the foregoing, Landlord, at Landlord's sole cost and expense, will perform certain building standard leasehold improvements to the Premises (the "Leasehold Improvements") as more particularly set forth in the "Plans" (as hereinafter defined). Landlord, through its designated general contractor, will perform and complete the Leasehold Improvements in good and workmanlike condition, and in accordance with the plans and specifications (the "Plans"), which Plans shall be mutually agreed upon in writing prior to Landlord commencing any work in the Premises. Tenant shall not unreasonably withhold or condition its approval of Landlord's comments to the Plans. Tenant shall respond to Landlord in writing within five (5) days of Tenant's receipt of Landlord's written request for approval comments to the Plans or any request for approval made by Landlord in connection with this Lease. Tenant's failure to respond within said 5-day period shall be deemed to be Tenant's approval of Landlord's request. All work by Landlord will be scheduled during normal business hours on normal business days. If applicable, Tenant shall be responsible for the movement of any of its equipment and furniture necessary to accommodate Landlord's work schedule. Landlord and its contractor assume no liability for Tenant's equipment, furniture or other personal property at the Premises during the construction of the Leasehold Improvements and solely to the extent as may be provided by

applicable law with respect to governmental authorities created under the laws of the State of Florida, Tenant shall hold Landlord, its contractor and their respective agents and employees harmless and indemnify same from and against any damage or injury relating to Tenant's equipment, furniture or personal property left in the Premises during the construction of the Leasehold Improvements. If Landlord's substantial completion of the Leasehold Improvements is delayed by any act or omission of Tenant, including, without limitation, Tenant's failure to timely respond to Landlord's request(s) for approval, or Tenant's request to modify the Plans, then the Commencement Date shall be deemed to have occurred one (1) day earlier for each day of delay caused by Tenant. If Landlord shall give Tenant permission to enter into the Premises prior to the Commencement Date, then such early possession or occupancy shall be deemed to be upon all the terms, covenants, conditions, and provisions of this Lease and shall not interfere with the completion of Landlord's work in the Premises.

## ARTICLE VIII

### LANDLORD AND TENANT OBLIGATIONS

**1. Tenant's Obligations.** At Landlord's sole and exclusive discretion, Landlord may perform, at Tenant's expense throughout the Lease Term, any repairs to the fixtures and appurtenances within the Premises and Tenant's property. Said expenses shall be reasonable, and are above and beyond the Operating Expenses. Tenant shall be responsible for all repairs, the need for which arises out of (a) the performance or existence of Tenant's Work or alterations; (b) the installation, use or operation of Tenant's property in the Premises; (c) the moving of Tenant's property in or out of the Building; or (d) the act, omission, misuse or neglect of Tenant or any of its officers, employees, agents, contractors or invitees. Tenant shall also be responsible for the replacement of all scratched, damaged or broken doors and glass in and about the Premises, the maintenance and replacement of window, wall and floor coverings in the Premises, and for the repair and maintenance of all sanitary and electrical fixtures therein, normal wear and tear excepted. All such repairs shall be performed at such times and in such a manner as shall cause the least interference with the operation of the Building and the use of the Building by other occupants.

**2. Landlord's Obligations.** Landlord shall be obligated to keep and maintain, at Tenant's pro rata expense, the common areas of the Building, and the systems and facilities serving the Premises, in good working order and shall make all repairs as and when needed in or about the common areas, except for those repairs for which Tenant is responsible pursuant to any of the provisions of this Lease. Tenant waives all claims against Landlord for damage to person or property arising for any reason. Landlord shall not be liable for any damage to Tenant's property caused by (a) water from bursting or leaking pipes or waste-water about the Property; (b) from an intentional or negligent act of any other tenant or occupant of the Building or the Property; (c) fire, hurricane or other acts of God; (d) riots or vandals; or (e) from any other cause; all such risks shall be assumed by Tenant. Landlord shall not be required to furnish any services or facilities to, or to make any repairs to or replacements or alterations of the Premises where necessitated due to the fault of Tenant, its officers, agents, invitees and employees, or other tenants and their agents or employees. Additionally, Tenant waives any and all claims of any kind, nature or description against Landlord, arising out of the failure of Landlord from time to time to furnish any of the services requested to be furnished hereunder including, without limitation, air conditioning, heat, electricity, elevator service, and restroom facilities, except to the extent such failure was actually caused by the gross negligence or willful misconduct of Landlord.

**3. Floor Loads; Noise and Vibration.** Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry or which is allowed by law. Business machines and mechanical equipment belonging to Tenant which cause noise, electrical interference or vibration that may be transmitted to the structure of the Building or to the Premises to such a degree as to be objectionable to Landlord shall, at Tenant's expense, be placed and maintained by Tenant in settings of cork, rubber, or spring-type vibration eliminators sufficient to eliminate such noise, electrical interference or vibration.

**4. Services.** Landlord shall furnish to the Premises reasonable quantities of heat, ventilation, air conditioning, electricity, elevator service and water at all times during the Term of this Lease from 8:00 a.m. to 6:00 p.m. on weekdays, and on Saturdays from 8:00 a.m. to 1:00

p.m. On Sundays and days observed by the Federal Government or the State of Florida as legal holidays, and such other days as shall be designated by them as holidays, such service to the common areas of the Building shall not be provided by Landlord. Landlord will provide after-hours service provided Tenant notifies Landlord twenty-four (24) hours before service is required. Tenant will be charged for such after hours service at a rate of \$35.00 per hour, which rate is subject to reasonable increase from time to time; provided there is no continuing default by Tenant after any required notice from Landlord and expiration of any applicable cure period, during each calendar month occurring during the Term, the initial two (2) hours of after-hours service which may be provided to Tenant shall be provided at no charge. In the event Landlord feels that Tenant is using an excessive amount of power, Landlord shall have the right at anytime during the Lease Term or any options to install a sub-meter for the Premises at Tenant's sole expense. Tenant shall then be charged the then current rate for electrical consumption plus its pro rata share of applicable surcharges and taxes plus an administrative fee of ten percent (10%).

Tenant shall not, without Landlord's prior written consent, which shall not be unreasonably withheld or delayed, in each instance, connect any fixtures, appliances or equipment (other than computers, printers, UPS systems, lamps, typewriters and similar small office machines) to the Building's electrical system. Should Landlord grant such consent, all additional risers or other equipment required shall be provided by Landlord and the cost thereof shall be paid by Tenant within ten (10) days after being billed therefor. As a condition to granting such consent, Landlord may require Tenant to agree to pay, as an additional Operating Expense, an amount adequate to compensate for the additional electrical energy to be made available to Tenant based upon the estimated additional capacity of such additional risers or other equipment, as determined by Landlord from time to time.

Landlord shall furnish electrical power, conductors, and equipment sufficient to provide to the Premises a capacity of eight (8) watts per square foot of connected load exclusive of HVAC. Such electrical service is furnished without specific measurement of charge, on any meter or otherwise, but is included in Operating Expenses at the cost charged to Landlord by the public utility serving the Building. Landlord shall replace all light bulbs, lamps, tubes, ballasts and starters for Building standard lighting fixtures. Tenant's use of electrical energy in the Premises shall not, at any time, exceed this capacity of or of any of the electrical conductors and equipment in or otherwise serving the Premises. In order to insure that such capacity is not exceeded and to avert possible adverse effects upon the Building's electrical service, Tenant shall not, without the Landlord's prior written consent (not to be unreasonably withheld or delayed) in each instance, connect appliances or equipment to the Building, electric distribution system, telephone system or make any alteration or addition to the electric system of the Premises existing on the Commencement Date. Tenant's electrical usage under this Lease contemplates only the use of normal and customary office equipment for the conduct of Tenant's business, such as typewriters, calculators, personal computers, adding machines, telephone equipment, copiers during normal business hours for normal business days. In the event Tenant installs any office equipment which uses substantial additional amounts of electricity, then Tenant shall request Landlord's consent, which consent shall not be unreasonably withheld. Should Landlord grant its consent, all additional risers or other equipment required therefor shall be provided by Landlord and its cost thereof shall be paid by Tenant upon Landlord's demand. If as a result of such additional office equipment, Tenant's electrical demand exceeds the electrical capacity provided by Landlord to the Premises, then as a condition to granting such consent, Landlord may require Tenant to agree to separately meter and pay for electric usage. Tenant shall receive an amount up to eight (8) watts per usable square foot for electrical outlets and ceiling lights. The Landlord reserves the right, after the Commencement Date and at any time during the original term hereof, or renewal terms, if any, to conduct an electrical survey(s) within the Premises for the purposes of determining Tenant's consumption of electricity during normal business hours and beyond normal business hours. In the event that Landlord determines, as a result of the herein referenced survey, that the Tenant's consumption of electricity is in excess of the usage determined by calculating said eight (8) watts per usable square foot during business hours for business days, then the Tenant shall pay to Landlord the cost and public utility charges incurred by Landlord for such excess consumption of electricity. Such charges shall be in addition to the Operating Expenses otherwise payable by Tenant pursuant to Article III.

**5. Energy Conservation.** Tenant shall take affirmative action to ensure that it will utilize energy-efficient equipment in the Premises, and shall notify Landlord of said specific

affirmative action, including equipment specifications, in writing at Landlord's request from time to time.

**6. Janitorial Services.** Landlord shall cause the Premises, including the exterior and interior of the windows thereof, to be cleaned in a manner standard to the Building. Tenant shall pay to Landlord, on demand, the additional cost incurred by Landlord for (a) extra cleaning work in the Premises required because of (i) misuse or neglect on the part of Tenant or subtenants or its employees or visitors; (ii) the use of portions of the Premises for purposes requiring greater or more difficult cleaning work than normal office areas; (iii) interior glass partitions or unusual quantity of interior glass surfaces, and (iv) non-building standard materials or finishes installed by Tenant or at its request; (b) removal from the Premises and the Building of any refuse and rubbish of Tenant in excess of that ordinarily accumulated in business office occupancy or at times other than Landlord's standard cleaning times; and (c) the use of the Premises by Tenant other than during business hours on business days.

**7. Telephone and Cable.** Tenant shall be solely responsible for all telephone, television, cable and other communication expenses incurred in connection with Tenant's use of the Premises.

**8. Tri-Rail Service** Tenant hereby acknowledges that although a Tri-Rail station is currently located adjacent to the Building, the Landlord has not made any representations or warranties to the Tenant with respect to the continued operation of the same. Additionally, Tenant hereby acknowledges that the Landlord does not own or operate the Tri-Rail stations and has no liability relative to any damages, injury to personal property, or death arising from or in connection with the location or operation of the Tri-Rail station adjacent to the Building and Tenant hereby knowingly, intentionally and voluntarily disclaims and waives all right to which Tenant may otherwise be entitled to assert a claim or initiate a lawsuit against the Landlord with respect to any such damage or injury.

Tenant acknowledges that because of the location of the Tri-Rail Station adjacent to the Building, the parking facilities which serve the Tenant, its agents, employees and invitees may also serve people using the Tri-Rail facility. Landlord has not made any representation to Tenant and hereby disclaims any such representation assuring Tenant that it shall be entitled to any reserved or designated parking spaces within the parking facilities serving the Building. Additionally, Tenant acknowledges that Landlord may grant such easements as Landlord shall elect in its sole discretion over the parking lot facilities serving the Building for the benefit of the owners of Tri-Rail and those making use of the Tri-Rail service.

## ARTICLE IX

### LANDLORD'S AND TENANT'S PROPERTY

**1. Landlord's Property.** All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of, or during the Term of this Lease, including carpeting or other similar personal property, whether or not by or at the expense of Tenant, shall be and remain a part of the Premises, and shall be deemed the property of Landlord ("Landlord's Property") and shall not be removed by Tenant except as set forth herein.

**2. Tenant's Property.** All business and trade fixtures, machinery and equipment, communications equipment and office equipment, whether or not attached to or built into the Premises, which are installed in the Premises by or for the account of Tenant without expense to Landlord and which can be removed without damage to any fixture or Tenant Improvement, nor structural damage to the Building, and all furniture, furnishings and other articles of moveable personal property owned by Tenant and located in the Premises (hereinafter collectively referred to as "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term of this Lease so long as Tenant's obligations are current and no default exists under this Lease. In the event Tenant's Property is so removed, Tenant shall repair or pay the cost of repairing any damage to the Premises or to the Building resulting from the installation and/or removal thereof and restore the Premises to the same physical condition and layout as they existed at the time Tenant was given possession of the Premises, normal wear and tear excepted. Any equipment or other property for which Landlord shall have granted any allowance or credit to Tenant shall not be deemed to have been installed by or for

the account of Tenant without expense to Landlord, shall not be considered Tenant's Property and shall be deemed the property of Landlord.

**3. Removal of Tenant's Property.** At or before the Expiration Date of this Lease, or within five (5) days after any earlier termination hereof, Tenant, at its expense, shall remove from the Premises all of Tenant's Property (except such items thereof as Landlord shall have expressly permitted to remain, which property shall become the property of Landlord), and Tenant shall repair any damage to the Premises or the Building resulting from any installation and/or removal of Tenant's Property, and shall restore the Premises to the same physical condition and layout as they existed at the time Tenant was given possession of the Premises, reasonable wear and tear excepted. In connection with its obligations set forth herein, Tenant specifically acknowledges that it shall be solely responsible prior to the expiration or earlier termination of this Lease for the removal of all of its computer and telecommunication-related equipment, including but not limited to, all wiring and cabling installed in connection therewith, unless Landlord, in its sole discretion, consents in writing to Tenant leaving such equipment, wiring or cabling at the Premises. Tenant agrees that any cabling or wiring installed during the Lease Term shall be subject to Landlord's prior consent, which consent shall not be unreasonably withheld, and shall comply, at Tenant's sole cost and expense, with all the requirements of the National Electric Code (NEC) and applicable national, state and local rules, regulations, laws and fire and safety codes. In the event that Tenant fails to remove all of its cabling and wiring from the Premises in accordance with the terms contained herein, Landlord shall be entitled, in its sole discretion, to remove such wiring, and Tenant shall promptly reimburse Landlord for all sums incurred by Landlord for such removal, plus an administrative fee of ten percent (10%) of the cost thereof. Any other items of Tenant's Property which shall remain in the Premises after the Expiration Date of this Lease, or the earlier termination thereof, may, at the option of Landlord, be deemed to have been abandoned, and in such case, such items may be retained by, or otherwise disposed of by Landlord. Landlord may request Tenant to remove and pay to Landlord the cost of repairing any damage to the Premises or the Building resulting from any installation and/or removal of Tenant's Property and the cost of restoring the Premises to the same physical condition and layout as they existed at the time Tenant was given possession of the Premises, reasonable wear and tear excepted.

**4. Intentionally Deleted.**

ARTICLE X

INSURANCE

**1. Tenant's Insurance.**

A. Tenant shall, during the Term of this Lease, maintain insurance against public liability, including that from personal injury or property damage in or about the Premises resulting from the occupation, use or operation of the Premises, insuring both Landlord and Tenant, in an amount of not less than Three Million (\$3,000,000) Dollars Combined Single Limit for both bodily injury and property damage.

B. Tenant shall maintain insurance upon all property in the Premises owned by Tenant, or for which Tenant is legally liable, and shall provide Landlord with evidence of same. The insurance specified herein shall provide protection against perils included within the standard Florida form of fire and extended coverage insurance policy, together with insurance against vandalism and malicious mischief.

C. All policies of insurance provided for herein shall be issued in a form acceptable to Landlord by insurance companies with general policyholder's rating of "A" as rated in the most current available "Best's Insurance Reports", and qualified to do business in Florida. Each and every such policy:

- (i) shall be issued in the names of Landlord and Tenant and any other parties in interest designated in writing by notice from Landlord to Tenant and named as additional insured;

(ii) shall be for the mutual and joint benefit and protection of Landlord and Tenant and any such other parties in interest as additional insureds;

(iii) shall (or a certified copy thereof or an original certificate of insurance shall) be delivered to Landlord and any such other parties in interest designated by Landlord on or before delivery of possession of the Premises to Tenant and thereafter, within thirty (30) days prior to the expiration of each policy, and as often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained in like manner and to like extent;

(iv) shall contain a provision that the insurer will give to Landlord and such other parties in interest designated by Landlord at least thirty (30) days notice in writing in advance of any cancellation, termination or lapse, or the effective date of any reduction in the amount of insurance;

(v) shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry; and

(vi) shall contain a provision that Landlord and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, officers, agents, invitees and employees by reason of the negligence of Tenant.

D. Any insurance provided for herein may be maintained by means of a policy or policies of blanket insurance, provided, however, that: (i) Landlord and any other parties in interest from time to time designated by Landlord to Tenant shall be named as an additional insured thereunder as their respective interest may appear; (ii) the coverage afforded Landlord and any such other parties in interest will not be reduced or diminished by reason of the use of such blanket policy of insurance; and (iii) the requirements set forth in this Article are otherwise satisfied.

E. These insurance requirements are subject to modification in the event, and to the extent any mortgagee of Landlord requires different insurance. In such event, the requirements of such mortgagee shall control.

**2. Destruction of the Premises or Building.** If, during the Term hereof, the Premises and/or the Building are damaged by reason of fire or other casualty, Tenant shall give immediate notice thereof to Landlord. Subject to the prior rights of any mortgagee, Landlord shall restore the Premises and/or the Building to substantially the same condition they were in immediately before said destruction. If the restoration can be accomplished within one hundred eighty (180) working days after the date Landlord receives notice of the destruction, such destruction shall not terminate this Lease. If the restoration cannot be performed within the time stated in this paragraph, then within ninety (90) days after the parties determine that the restoration cannot be completed within said time, either party may terminate this Lease upon thirty (30) days notice to the other party. If Tenant fails to terminate this Lease and restoration is permitted under existing laws, Landlord, at its election, may restore the Premises and/or the Building, within a reasonable period of time, and this Lease shall continue in full force and effect. Rent shall be abated during the period in which the Premises (or portion thereof on a prorated basis) are rendered untenable as a result of such damage, unless said damage was caused by the negligence or intentional wrongful act of Tenant or its officers, employees, agents or invitees. Should Landlord elect to terminate this Lease, the entire insurance proceeds shall be and remain the outright property of Landlord, subject to the prior rights of any mortgagee and except any proceeds received for Tenant's Property, or proceeds received from Tenant's business interruption insurance, if any.

## ARTICLE XI

### ALTERATIONS AND MECHANIC'S LIENS

**1. Alterations by Tenant.** No alterations to the Premises shall be made by Tenant unless the following conditions are met:

A. Tenant shall provide a sealed set of plans prepared and certified by an architect to Landlord, and Tenant shall have received the prior written consent of Landlord, which may be withheld at Landlord's sole discretion which shall not be unreasonably withheld or delayed.

B. All such alterations or improvements shall be performed by a licensed contractor approved by Landlord.

C. Tenant shall have procured all permits, licenses and other authorizations required for the lawful and proper undertaking thereof, and immediately upon completion of any such alterations, Tenant shall obtain a proper Certificate of Occupancy and deliver same to Landlord.

D. All alterations when completed shall be of such a nature as not to (i) reduce or otherwise adversely affect the value of the Premises; (ii) diminish the general utility or change the general character thereof; (iii) result in an increase of the Operating Expenses, or (iv) adversely affect the mechanical, electrical, plumbing, security or other such systems of the Building or the Premises.

E. All alterations made by Tenant shall remain on and be surrendered with the Premises upon expiration or the earlier termination of this Lease, except that Landlord can elect, within thirty (30) days before expiration or the earlier termination of this Lease, to require Tenant to remove any and all alterations Tenant has made to the Premises.

**2. Mechanic's, Materialman's and Laborer's Liens.** Tenant agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Tenant to the Premises and solely to the extent as may be provided by applicable law with respect to governmental authorities created under the laws of the State of Florida further agrees to indemnify and hold harmless Landlord from and against any and all such costs and liabilities incurred by Tenant, and against any and all mechanic's, materialman's or laborer's liens arising out of or from such work or the costs thereof which may be asserted, claimed or charged against the Premises or the Building or Property. The interest of Landlord in the Property shall not be subject to liens for improvements made by or for Tenant, whether or not the same shall be made or done in accordance with any agreement between Landlord and Tenant. This Lease specifically prohibits the subjecting of Landlord's interest in the Property to any mechanic's, materialman's or laborer's liens for improvements made by Tenant or for which Tenant is responsible for payment under the terms of this Lease. Tenant shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion, or other estate of Landlord in the Property and all mechanics, materialmen, contractors, artisans, and other parties contracting with Tenant or its representatives or agents are hereby charged with notice that they must look to Tenant to secure payment of any bill for work done or material furnished or for any other purpose during the term of this Lease. In addition to the foregoing, the Tenant shall notify any of its contractors making any improvements to the Property of the terms of this provision, and Tenant acknowledges that its knowing and willful failure to provide said notice to the contractor(s) shall render the contract between the Tenant and the contractor(s) voidable at the option of the contractor(s).

In the event any notice or claim of lien shall be asserted of record against the interest of Landlord in the Premises or Building or the site on which it is located on account of or growing out of any improvement or work done by or for Tenant, or any person claiming by, through or under Tenant, for improvements or work the cost of which is the responsibility of Tenant, Tenant agrees to have such notice of claim of lien canceled and discharged of record as a claim against the interest of Landlord in the Premises or the Building or Property (either by payment or bond as permitted by law) within ten (10) days after notice to Tenant by Landlord, and in the event Tenant shall fail to do so, Tenant shall be considered in default under this Lease. Tenant shall,

prior to any work being performed, at Landlord's request, execute and record any such recordable documents as are necessary to evidence Landlord's non-responsibility to potential lienors.

## ARTICLE XII

### ASSIGNMENT AND SUBLETTING

#### 1. Tenant's Transfer.

A. Tenant shall not voluntarily assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining Landlord's written consent, which consent may not be unreasonably withheld. Any assignment, encumbrance or sublease without Landlord's prior written consent shall be voidable and, at Landlord's election, shall constitute a default hereunder. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this provision. Notwithstanding anything to the contrary contained herein, Landlord acknowledges and agrees that Tenant shall have the right to assign this Lease, without Landlord's prior written consent to any subsequent governmental authority which has succeeded to Tenant's authority derived under the laws of the State of Florida in accordance with the laws of the State of Florida.

B. If Tenant is a partnership, a withdrawal or change, voluntary, involuntary, or by operation of law of any partner/or partners owning fifty percent (50%) or more of the partnership, or the dissolution of the partnership, shall be deemed a voluntary assignment, subject to the requirements of Paragraph 1.A. above.

C. If Tenant is a corporation, any dissolution, merger or consolidation, or other reorganization of Tenant, or the sale of or the transfer of controlling percentage of the capital stock of Tenant, or the sale of fifty-one percent (51%) of the total combined voting power of all classes of Tenant's capital stock issued, outstanding and entitled to vote for the election of directors shall be deemed a voluntary assignment, subject to the requirements of Paragraph 1.A. above.

D. In the event Tenant wishes to sublease, assign or otherwise attempt to transfer its interest in this Lease to a third party, Tenant agrees to pay Landlord an administrative fee of One Hundred Dollars (\$100.00) for every such application for sublease, assignment or transfer, whether consent thereto is ultimately granted by Landlord or not. Payment of this administrative fee must be paid to Landlord at the time of application. Landlord shall not be obligated to consider Tenant's application until it has received said fee. Tenant further agrees to pay all of Landlord's attorneys' fees incurred by Landlord in connection with the Landlord's attorneys' review and preparation of any documentation regarding Tenant's proposed sublease, assignment or transfer, whether consent thereto is granted by Landlord or not. Payment of Landlord's attorneys' fees shall be made at any time Landlord shall so request. In the event Landlord consents to the assignment or sublease of all or any part of the Premises, Tenant and the assignee or sublessee shall enter into a sublease incorporating the same terms and conditions as contained herein (exclusive of rent), and Landlord shall be entitled to receive the total amount of any increased Rent provided for in said assignment or sublease, including (to the extent applicable) sales tax, paid by a sublessee or assignee.

E. Any assignment consented to by Landlord shall be evidenced by a validly executed assignment and assumption of lease agreement, upon such terms and provisions as shall be approved by Landlord in its sole discretion.

F. If, without such prior written consent of Landlord, this Lease is transferred or assigned by Tenant, or if the Premises, or any part thereof, are sublet or occupied by anybody other than Tenant, whether as a result of any act or omission by Tenant, or by operation of law or otherwise, Landlord may, in addition to and not in diminution of, or substitution for, any other rights and remedies under this Lease, or pursuant to law to which Landlord may be entitled as a result thereof, collect and retain Rent directly from the transferee, assignee, subtenant or occupant and apply the net amount collected to the Rent due from Tenant to Landlord under this Lease.

**2. Tenant's Liability.** Notwithstanding any assignment or sublease, and notwithstanding the acceptance of Rent by Landlord from any such assignee or sublessee, Tenant shall continue to remain liable for the payment of Rent hereunder and for the performance of all of the agreements, conditions, covenants and terms herein contained.

**3. Landlord's Right of Cancellation.** Notwithstanding anything contained herein to the contrary, should Tenant desire or attempt to assign this Lease or to sublease the Premises, except to an affiliated company of Tenant or as otherwise expressly permitted herein, Landlord shall have the right, but not the obligation, to cancel and terminate this Lease and deal with Tenant's prospective assignee or sublessee directly and without any obligation to Tenant.

**4. Landlord's Transfer.** Landlord shall have the right to sell, assign, mortgage or otherwise encumber or dispose of Landlord's interest in the Building, the Property, the Premises and this Lease. In the event of any such disposition, Landlord shall have no further liability or obligation to Tenant under this Lease. Landlord's obligation to return Tenant's Security Deposit (if any) shall also cease upon any sale, assignment, mortgage, or other disposition of its interest in the Building, the Property, the Premises, or this Lease so long as the Landlord has transferred said Security Deposit (if any) to such purchaser, assignee, or mortgagee.

### ARTICLE XIII

#### OBLIGATION TO COMPLY

**1. Obligations of Tenant.** Tenant shall, during the Term of this Lease, at its sole cost and expense, comply with all valid laws, ordinances, regulations, orders and requirements of any governmental authority which may be applicable to the Premises or to its use, whether or not the same shall interfere with the use or occupancy of the Premises arising from (a) Tenant's use of the Premises; (b) the manner or conduct of Tenant's business or operation of its installations, equipment or other property therein; (c) any cause or condition created by or at the instance of Tenant; or (d) breach of any of Tenant's obligations hereunder, whether or not such compliance requires work which is structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. Tenant shall pay all of the costs, expenses, fines penalties and damages which may be imposed upon Landlord by reason or arising out of Tenant's failure to fully and promptly comply with and observe the provisions of this Section. Tenant shall give prompt notice to Landlord of any notice it receives of the violation of any law or requirement of any public authority with respect to the Premises or the use or occupation thereof. Tenant's obligation to comply with laws shall include, without limitation, those laws and regulations contemplated by Article IV, Section 2 and Article XXIV, Section 9 below and Title III of the Americans With Disabilities Act of 1990, as Amended. In the event Tenant receives any notice alleging violation of any of the aforementioned laws, ordinances, regulations, orders, rules or requirements relating to any portion of the Premises, the Building or of the Property; or any notice of regulatory action or investigation instituted in connection therewith, Tenant shall provide written notice to Landlord thereof within ten (10) days after receipt of same by Tenant.

**2. Rules and Regulations.** Tenant shall comply with all rules and regulations now existing (See Exhibit "D"), or as may be subsequently published by Landlord to tenants of the Building.

**3. Attorneys' Fees.** With respect to any default or failure to perform on the part of Tenant, or any other dispute between Tenant and Landlord arising out of this Lease, Landlord (subject to the last sentence of this Article XIII, Section 3) shall be entitled to recover all actual and reasonable costs incurred, including reasonable attorneys' fees, which shall include, but not be limited to, such fees incurred prior to the institution of litigation or in litigation, including trial and appellate review, and in arbitration, bankruptcy or other administrative or judicial proceedings, and such costs, expenses and attorneys' fees incurred by or on behalf of Landlord shall constitute Rent hereunder and shall be paid upon written demand therefor. In addition, from time to time, Tenant will pay, on demand, all expenses (including, without limitation, the reasonable fees and expenses of legal counsel for Landlord) relating to any request or demand made, or notice given by Tenant pursuant to the Terms of this Lease, including, without limitation, under Articles VI, XII, XX and XXIV. The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this

Lease is entitled to receive its reasonable attorneys' fees and other reasonable costs and expenses from the non-prevailing party.

#### ARTICLE XIV

##### RIGHT OF LANDLORD TO PERFORM TENANT'S COVENANTS

1. **Payment or Performance.** Landlord shall have the right, upon ten (10) days prior written notice to Tenant (or without notice in the case of emergency or in order to avoid any fine, penalty or cost which may otherwise be imposed or incurred) to make any payment or perform any act required of Tenant under any provision in this Lease, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorney's fees. Nothing herein shall imply any obligation on the part of Landlord to make any payment or perform any act required of Tenant, and the exercise of the right to do so shall not constitute a release of any obligation, waiver of any default or obligation of Landlord to make any similar payment or perform any similar act in the future.

2. **Reimbursement.** All payments made, and all costs and expenses incurred in connection with Landlord's exercise of the right set forth in Paragraph 1 above, shall be reimbursed by Tenant within ten (10) days after receipt of written notice from Landlord and a bill setting forth the amounts so expended, together with interest at the annual rate of eighteen percent (18%) from the respective dates of the making of such payments or the incurring of such costs and expenses. Any such payments, costs and expenses made or incurred by Landlord shall be treated as Additional Rent owed by Tenant.

#### ARTICLE XV

##### NON-LIABILITY AND INDEMNIFICATION

1. **Non-Liability of Landlord.** Neither Landlord, nor any joint venture partner, officer, director, agent, servant or employee of Landlord, nor any Superior Mortgagee (as defined in Article XX below), shall be liable to Tenant for any loss, injury, or damage to Tenant or to any other person, or to its property, irrespective of the cause of such injury, damage or loss, in the operation or maintenance of the Premises or the Building, subject to the doctrine of comparative negligence in the event of contributory negligence on the part of Tenant or any of its subtenants, licensees, employees, invitees, officers, agents or contractors. Tenant agrees that any Superior Mortgagee will not be liable to Tenant for injury, damage or loss caused by or resulting from the negligence of Landlord. Further, neither Landlord, nor any Superior Mortgagee, nor any joint venture partner, director, officer, agent, servant or employee of Landlord shall be liable (a) for any damage caused by other tenants or persons in, upon or about the Building or caused by operations in construction of any private, public or quasi-public work; or (b) even if grossly negligent, for incidental or consequential damages or lost profits arising out of any loss of use of the Premises or any equipment or facilities therein by Tenant or any person claiming through or under Tenant.

2. **Indemnification by Tenant.** Solely to the extent as may be provided by applicable law with respect to governmental authorities created under the laws of the State of Florida, Tenant shall indemnify and hold Landlord and all Superior Mortgagees and its or their respective joint venture partners, directors, officers, agents, employees and invitees, harmless against and from any and all claims from or in connection with (a) the conduct or management of the Premises or any business therein, or any condition created (other than by Landlord) in or about the Premises during the Term of this Lease or during the period of time, if any, prior to the Commencement Date that Tenant may have been given access to the Premises; (b) any act, omission or negligence of Tenant or any of its subtenants or licensees or its or their partners, directors, officers, agents, employees or contractors; (c) any accident, injury or damage whatsoever (unless caused solely by Landlord's gross negligence) occurring in, at or upon the Premises; and (d) any breach or default by Tenant in the full and prompt payment and performance of Tenant's obligations under this Lease, together with all costs, expenses and liabilities incurred in or in connection with each such claim, action or proceeding brought against Landlord and/or its employees, including, without limitation, all reasonable attorney's fees and expenses. In case any action or proceeding is brought against Landlord or a Superior Mortgagee, Tenant, upon notice from Landlord or such Superior Mortgagee, shall resist and defend such

action or proceeding (by counsel reasonably satisfactory to Landlord or such Superior Mortgagee) at Tenant's sole cost and expense.

**3. Independent Obligations; Force Majeure.** The obligations of Tenant hereunder shall not be affected, impaired or excused, nor shall Landlord have any liability whatsoever to Tenant, because (a) Landlord is unable to fulfill, or is delayed in fulfilling, any of its obligations under this Lease by reason of strike, other labor trouble, governmental preemption of priorities or other controls or shortages of fuel, supplies, labor or materials, acts of God or any other cause, whether similar or dissimilar, beyond Landlord's reasonable control; or (b) of any failure or defect in the supply, quantity or character of electricity or water furnished to the Premises, by reason of any requirement, act or omission of the public utility or others serving the Building with electric energy, steam, oil, gas or water, or for any other reason whether similar or dissimilar, beyond Landlord's reasonable control. Tenant shall not hold Landlord liable for any latent defect in the Premises, the Property or the Building, nor shall Landlord be liable for injury or damage to person or property caused by fire, theft, or resulting from the operation of elevators, heating or air conditioning or lighting apparatus, or from falling plaster, or from steam, gas, electricity, water, rain or dampness, which may leak or flow from any part of the Building or Property, or from the pipes, appliances or plumbing work of the same.

## ARTICLE XVI

### DEFAULT

**1. Events of Default.** Tenant shall be in default under this Lease if any one or more of the following events shall occur:

**A.** Tenant shall fail to pay any installment of the Rent or any other expenses called for hereunder as and when the same shall become due and payable and such failure shall continue for a period of five (5) days following written notice from Landlord with respect to the same; or

**B.** Tenant shall default in the performance of or compliance with any of the other terms or provisions of this Lease, and such default shall continue for a period of ten (10) days after the giving of written notice thereof from Landlord to Tenant, or, in the case of any such default which cannot, with bona fide due diligence, be cured within said ten (10) days, Tenant shall fail to proceed within said ten (10) day period to cure such default and thereafter to prosecute the curing of same with all due diligence (it being intended that as to a default not susceptible of being cured with due diligence within such period of ten (10) days, the time within which such default may be cured shall be extended for such period as may be necessary to permit the same to be cured with bona fide due diligence); or

**C.** Tenant shall assign, transfer, mortgage or encumber this Lease or sublet the Premises in a manner not permitted by Article XII; or

**D.** Tenant shall file a voluntary petition in bankruptcy or any Order for Relief be entered against it, or shall file any petition or answer seeking any arrangement, reorganization, composition, readjustment or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of Tenant of all or any substantial part of Tenant's properties; or

**E.** If any creditor of Tenant shall file a petition in bankruptcy against Tenant or for reorganization of Tenant, under state or federal law, and if such petition is not discharged within ninety (90) days after the date on which it is filed; or

**F.** Tenant shall vacate or abandon the Premises, then, and in such event, or during the continuation thereof (subject to the time period described in subparagraph (e) above, Landlord may, at its option, by written notice to Tenant, designate a date not less than five (5) days from the giving of such notice on which this Lease shall end, and thereupon, on such date, this Lease and all rights of Tenant hereunder shall terminate. Such termination by Landlord shall not affect the remedies of Landlord provided in this Lease.

**2. Surrender of Premises.** Upon any termination of this Lease, Tenant shall surrender the Premises to Landlord, and Landlord, at any time after such termination, may, without further notice, re-enter and repossess the Premises without being liable to any prosecution or damages therefore, and no person claiming through or under Tenant or by virtue of any statute or of any order of any court shall be entitled to possession of the Premises.

**3. Reletting.** At any time or from time to time after any such termination of this Lease, Landlord may relet the Premises or any part thereof, in the name of Landlord or otherwise, for such term or terms and on such conditions as Landlord, in its sole discretion, may determine, and may collect and receive the rents therefore. Landlord shall not be responsible or liable for any failure to relet the Premises or any part thereof or for any failure to collect any rent due upon such reletting.

**4. Survival of Obligations.** No termination, pursuant to this Article XVI, shall relieve Tenant of its liability and obligations under this Lease, and such liability and obligations shall survive any such termination. Any Rent or other monetary obligation of Tenant that has been abated, deferred or forgiven by Landlord in this Lease or any amendment thereto, and the cost of all Tenant Improvements provided or paid for by Landlord pursuant to Article VII.1 above, shall immediately become due and payable upon the occurrence of an event of default by Tenant under this Lease.

**5. Holdover.** Should Tenant hold over and remain in possession of the Premises at the expiration of any Term hereby created, Tenant shall, by virtue of this Section, become a tenant-at-sufferance and shall pay Landlord twice the Rent per month of the last monthly installment of Rent above provided to be paid. Said tenancy shall be subject to all the conditions and covenants of this Lease as though the same had been a tenancy-at-sufferance instead of a tenancy as provided herein, and Tenant shall give to Landlord at least thirty (30) days prior written notice of any intention to remove from the Premises, and shall be entitled to ten (10) days prior notice of any intention of Landlord to remove Tenant from the Premises in the event Landlord desires possession of the Premises; provided, however, that said tenant-at-sufferance shall not be entitled to ten (10) days notice in the event the said Rent is not paid in advance without demand, the said ten (10) days written notice being hereby expressly waived.

## ARTICLE XVII

### REMEDIES

Upon the occurrence of any event of default, Landlord shall be entitled to all remedies available to it under Florida law, including, but not limited to, the filing of suit for the recovery of all monetary damages sustained by Landlord as a result thereof. In addition to its statutory and common law remedies in the event of a default by Tenant, Landlord shall also be entitled, at its option, to exercise any one or more of the following remedies:

**A. Termination.** Landlord shall be entitled to declare this Lease terminated and the term ended and/or shall have the immediate right of re-entry and may remove all persons and property from the Premises in accordance with Florida law and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, without evidence of notice and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby so long as all actions taken by Landlord were in accordance with Florida law.

**B. Right to Re-Let.** Landlord may elect to re-enter the Premises, either by taking possession pursuant to legal proceedings or otherwise, and may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to re-let the Premises, and re-let the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such re-letting all rentals and other sums received by Landlord from such re-letting shall be applied, first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such re-letting, including reasonable brokerage fees and attorneys' fees and of costs of such alterations and repairs and costs of moving other tenants in the Building in order to re-let the

Premises, such as repairs and alterations to other portions of the Building or reduced rental from other tenants; third, to the payment of Rent and other charges due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. If such rentals and other sums received from such re-letting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall in no event be entitled to any rent collected or payable upon any re-letting, whether or not such rent shall exceed the Rent reserved in this Lease. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Landlord may at any time hereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises and reasonable attorney's fees, which amount shall be immediately due and payable from Tenant to Landlord.

**C. Acceleration.** Landlord may, without notice or demand, accelerate and declare all Rent, including Additional Rent, to become immediately due and payable and bring suit for the collection thereof and for damages, as hereinafter described, without entering into possession of the Premises or terminating this Lease. The amount of expenses (Additional Rent) and other sums to become due under this Lease shall be those amounts payable during the twelve (12) month period immediately preceding default, multiplied by the number of years, or a portion thereof, remaining in the Term at the date of default.

**D. Additional Charges.** In addition to the amounts recoverable by Landlord from Tenant as described above, Landlord may, upon a default by Tenant hereunder, recover damages from Tenant for the unamortized portion of the Landlord's costs of the Leasehold Improvements, brokerage fees and attorneys' fees and costs, plus such other amounts in addition to or in lieu of any other damages as may be permitted by the laws of the State of Florida, plus interest thereon at the rate described in Article XIV, Section 2 hereof.

## ARTICLE XVIII

### EMINENT DOMAIN

**1. Taking.** If the whole of the Building or the Premises or if a portion of the Building or the Premises which will materially and adversely affect Tenant's use and occupancy of the Premises (in Landlord's sole opinion) shall be taken by condemnation or in any other manner for any public or quasi-public use or purpose, this Lease shall terminate as of the date of vesting of title on such taking (herein called "Date of Taking"), and the Base Rent and Additional Rent shall be prorated and adjusted as of such date.

**2. Award.** In the event any action is brought, it shall be in the name of Landlord, and Landlord shall be entitled to receive the entire award or payment in connection with any taking without deduction therefrom, except to the extent that Tenant shall be entitled to compensation based upon damages sustained to its personal property. Tenant shall not be precluded from taking its own action against the condemning authority.

**3. Temporary Taking.** If the temporary use or occupancy of all or any part of the Premises shall be taken by condemnation or in any other manner for any public or quasi-public use or purpose during the Term of this Lease, Tenant shall be entitled, except as hereinafter set forth, to receive that portion of the award or payment for such taking which represents compensation for the temporary use and occupancy of the Premises, for the taking of Tenant's Property and for moving expenses, and Landlord shall be entitled to receive all other award or payment, including, without limitation, that portion which represents reimbursement for the cost of restoration of the Premises. This Lease shall be and remain unaffected by such taking and Tenant shall continue to pay the Rent in full when due. If the period of temporary use or occupancy shall extend beyond the Expiration Date of this Lease, that part of the award which represents compensation for the use and occupancy of the Premises (or a part thereof) shall be divided between Landlord and Tenant so that Tenant shall receive so much thereof as represents

the period up to and including such Expiration Date and Landlord shall receive so much as represents the period after such Expiration Date. All monies received by Landlord as, or as part of, an award for temporary use and occupancy for a period beyond the date through which the Rent has been paid by Tenant, shall be held and applied by Landlord as a credit against the Rent becoming due hereunder.

**4. Partial Taking.** If any taking of less than the whole of the Building does not result in termination of this Lease, then (a) subject to the prior rights of a Superior Mortgagee, Landlord, at its expense, shall proceed with reasonable diligence to repair the remaining parts of the Building and the Premises (other than those parts of the Premises which are Landlord's property and Tenant's property) to substantially their former condition to the extent that the same is feasible (subject to reasonable changes which Landlord shall deem desirable), so as to constitute a complete and tenantable Building and Premises; and (b) Tenant, at its expense, shall proceed with reasonable diligence to repair the remaining parts of the Premises which are deemed Landlord's Property and Tenant's Property pursuant hereto, to substantially their former condition to the extent feasible, subject to reasonable changes which Tenant shall deem desirable and Landlord shall approve. Such work by Tenant shall be deemed alterations as described in Article XIX, Section 1 hereinabove. In the event of any partial taking, Tenant shall be entitled to a reduction in Rent for the remainder of the Lease Term following such partial taking based upon the percentage of Premises taken relative to the original Premises leased.

## ARTICLE XIX

### QUIET ENJOYMENT

Landlord agrees that Tenant, upon paying all Rent and all other charges herein provided for and observing and keeping the covenants, agreements, terms and conditions of this Lease and the rules and regulations of Landlord affecting the Premises on its part to be performed, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term hereof, expressly subject to the terms, limitations and conditions contained in this Lease.

## ARTICLE XX

### SUBORDINATION AND ATTORNMENT

**1. Subordination.** This Lease, and all rights of Tenant hereunder, are and shall be subordinate to any Superior Mortgage (as defined below). Notwithstanding that such subordination is self-operative without any further act of Tenant, Tenant shall, from time to time, within ten (10) days of request from Landlord, execute and deliver any documents or instruments that may be requested by a lender to confirm such subordination. Any mortgage, long-term lease or other encumbrance to which this Lease is subject and subordinate is hereinafter referred to as a "Superior Mortgage", and the holder of a Superior Mortgage is hereinafter referred to as a "Superior Mortgagee".

**2. Notice to Landlord and Superior Mortgagee.** If any act or omission of Landlord would give Tenant the right, immediately or after the lapse of a period of time, to cancel this Lease or to claim a partial or total eviction, Tenant shall not exercise such right; (a) until it has given written notice of such act or omission to Landlord and any Superior Mortgagee; and (b) until a reasonable period of time for remedying such act or omission shall have elapsed following the giving of such notice and following the time when such Superior Mortgagee shall have become entitled under such Superior Mortgage to remedy the same. In the event any Superior Mortgagee shall request reasonable modifications to this Lease (excluding any modification of Rent, use of the Premises or which would otherwise diminish Tenant's rights or increase Tenant's obligations hereunder) as a condition to financing or refinancing, Tenant shall not withhold, delay or defer in providing its consent thereto. In the event Tenant has not provided its consent to modifications requested by a Superior Mortgagee within ten (10) days after written notice from Landlord, Landlord, at its sole option, shall have the right to either terminate this Lease or to execute any instrument for and on behalf of Tenant as its attorney-in-fact. In acknowledgment thereof, Tenant hereby appoints Landlord as its irrevocable attorney-in-fact for the purpose of executing any instruments required to carry out the intent of this Section on behalf of Tenant after proper notice, and default hereunder by Tenant and Tenant

further agrees to pay all of Landlord's attorneys' fees incurred by Landlord in connection therewith.

**3. Attornment.** If any Superior Mortgagee shall succeed to the rights of Landlord hereunder, whether through possession or foreclosure action or delivery of a new lease or deed, then, at the request of such party (hereinafter referred to as "Successor Landlord"), Tenant shall attorn to and recognize such Successor Landlord as Tenant's Landlord under this Lease and shall promptly execute and deliver any instrument such Successor Landlord may reasonably request to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as a direct Lease between Successor Landlord and Tenant, upon all terms, conditions, and covenants as set forth in this Lease, except that the Successor Landlord shall not: (a) be liable for any previous act or omission of Landlord under this Lease; (b) be subject to any offset; or (c) be bound by any previous modification of this Lease or by any previous prepayment, unless such modification or prepayment shall have been previously approved in writing by such Successor Landlord if such approval was required. Further, upon such attornment, Landlord shall be released from any further obligation hereunder.

## ARTICLE XXI

### LANDLORD'S RIGHT OF ACCESS

**1. Access for Maintenance and Repair.** Except for the space within the inside surfaces of all walls, hung ceilings, floors, windows and doors bounding the Premises, all of the Building including, without limitation, exterior walls, core interior walls and doors and any core corridor entrance, any terraces or roofs adjacent to the Premises and any space in or adjacent to the Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other facilities of the Building, and the use thereof, as well as access thereto throughout the Premises for the purposes of operation, maintenance, decoration and repair, are reserved to Landlord. Landlord reserves the right, and Tenant shall permit Landlord, to install, erect, use and maintain pipes, ducts and conduits in and through the Premises. Landlord shall be allowed to take all materials into and upon the Premises that may be required in connection therewith, without any liability to Tenant and without any reduction of Tenant's covenants and obligations hereunder. Landlord and its agents shall have the right to enter upon the Premises for the purpose of making any repairs therein or thereto or, upon reasonable notice to Tenant for any other purpose which shall be considered necessary or desirable by Landlord, in such a manner as not to unreasonably interfere with Tenant in the conduct of Tenant's business on the Premises; and in addition, Landlord and its agents shall have the right to enter the Premises, as Landlord deems reasonably necessary or desirable, at any time in cases of emergency to all or any part of the Building.

**2. Access for Inspection and Showing.** Upon reasonable notice to Tenant and during normal business hours, Landlord and its agents shall have the right to enter and/or pass through the Premises at any time to inspect or examine the Premises and to show them to prospective purchasers, mortgagees or lessees of the Building. During the period of six (6) months prior to the Expiration Date of this Lease, Landlord and its agents may exhibit the Premises to prospective tenants.

**3. Landlord's Alterations and Improvements.** If, at any time, any windows of the Premises are temporarily darkened or obstructed by reason of any repairs, improvements, maintenance and/or cleaning in or about the Building, or if any part of the Building, other than the Premises, is temporarily or permanently closed or inoperable, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease. Landlord reserves the right to make such changes, alterations, additions and improvements in or to the Building and the fixtures and equipment thereof, as well as in or to the street entrances, doors, halls, passages, elevators, escalators and stairways thereof, and other public portions of the Building and the Property, as Landlord shall deem necessary or desirable, and no such alterations or changes shall be deemed a breach of Landlord's covenant of quiet enjoyment or a constructive eviction.

## ARTICLE XXII

### SIGNS AND OBSTRUCTION

**1. Signs.** Tenant shall not place or suffer to be placed or maintained upon any exterior door, roof, wall or window of the Premises or the Building, any sign, awning, canopy or advertising matter of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises except as previously approved in writing by Landlord, in Landlord's sole discretion. Tenant shall not place or maintain any freestanding standard within or upon the Common Area of the Premises or the Building or immediately adjacent thereto, without first obtaining Landlord's express prior written consent. No interior or exterior sign visible from the exterior of the Building shall be permitted. Landlord and Tenant agree that the only signage Tenant shall be entitled to under this Lease shall be a listing in the Building directory and a door plate identification sign. Said Building directory listing will be at Landlord's sole cost and expense. Said door plate signage will also be at Landlord's sole cost and expense; however, any replacements thereafter will be at Tenant's sole cost and expense.

**2. Obstruction.** Tenant shall not obstruct the corridors, elevators, stairs, common areas, sidewalks, parking lots or other public portions of the Building or the Property in any manner whatsoever.

### ARTICLE XXIII

#### NOTICES

Any notice or other information required or authorized by this Lease to be given by either Party to the other may be given by hand with receipt; or sent by facsimile transmission; or by certified prepaid mail, return receipt requested; or by nationally recognized overnight courier service, to the other Party at the address stated below. Such address may be changed by either respective Party at any time by giving thirty (30) days prior written notice as herein provided. Any notice or information given pursuant to this Section shall be deemed to have been given when received by the Party to whom it has been directed.

AS TO LANDLORD: TRICONY TRADE CENTRE SOUTH, L.L.C.  
c/o Tricony Trade Centre South Manager, L.L.C.  
313 1/2 Worth Avenue  
Building B-1,  
Palm Beach, Florida 22480

With a copy to: Attention: Rick Torres  
TRICONY TRADE CENTER SOUTH, L.L.C.  
100 West Cypress Creek Road, Suite 920  
Fort Lauderdale, Florida 33309  
Attention.: Property Manager  
Telephone No. (954) 796-9213

With a copy to: RONALD M. GACHE, ESQUIRE  
Broad and Cassel  
Attorneys at Law  
One North Clematis Street, Suite 500  
West Palm Beach, Florida 33401  
Telephone: (561) 832-3300  
Facsimile: (561) 655-1109

AS TO TENANT: Broward Metropolitan Planning Organization  
100 West Cypress Creek Road  
Suite 845  
Fort Lauderdale, Florida 33309  
Attention: Gregory Stuart, Executive Director  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

With a copy to:

ALAN L. GABRIEL, ESQUIRE  
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.  
200 East Broward Boulevard  
Suite 1900  
Fort Lauderdale, Florida 33301  
Telephone: (954) 763-4242  
Facsimile: (954) 764-7770

## ARTICLE XXIV

### MISCELLANEOUS

**1. Substitute Premises..** At any time during the Term of this Lease, Landlord, in its sole discretion, shall have the right to request in writing that Tenant move to substitute premises situated within the Building. The substitute premises shall contain the same approximate square footage and shall contain similar decor as the Premises. Tenant shall have thirty (30) days from the date of Landlord's written notice to accept the substitute premises, and shall move within ninety (90) days thereafter. If Tenant refuses to accept the substitute premises or fails to reply to Landlord's request within the time stated, Landlord may, at its option, terminate this lease. Except for the change in designation of Premises, all provisions of this Lease shall remain the same. Exclusive of the cost of address changes for supplies, Landlord shall pay the cost of relocating Tenant in, and all costs of preparing and decorating, the substitute premises.

**2. Environmental Indemnity.** Solely to the extent as may be provided by applicable law with respect to governmental authorities created under the laws of the State of Florida, Tenant agrees to indemnify and hold Landlord harmless from and against any and all loss, claim, liability, damages, injuries to person, property, or natural resources, cost, expense, action or cause of action, arising in connection with the release or presence of any Hazardous Substances at the Premises, through the acts of Tenant, its officers, employees, contractors, agents or invitees, whether foreseeable or unforeseeable, regardless of the source of such release and when such release occurred or such presence is discovered. The foregoing indemnity includes, without limitation, all costs in law or in equity of removal, remediation of any kind, and disposal of such Hazardous Substances; all costs of determining whether the Premises is in compliance and to cause the Premises to be in compliance with all applicable environmental laws, all costs associated with claims for damages to persons, property or natural resources, and Landlord's reasonable attorneys' and consultants' fees and costs, whether or not litigation is instituted. For the purposes of definition, "Hazardous Substances" includes, without limitation, any toxic or hazardous wastes, pollutants (or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9061 et. seq., hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act 49 U.S.C. Section 1802 et. seq.

**3. Radon Gas.** Pursuant to Florida Statutes, Section 404.056[6], the following disclosure is required by law: 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.

**4. Broker Commission.** Landlord and Tenant covenant, warrant and represent that Flagler Real Estate Services, LLC ("Broker") was instrumental in bringing about or consummating this Lease. Further, neither Landlord nor Tenant have had any conversations or negotiations with any broker except Broker concerning the leasing of the Premises. Both parties agree to indemnify the other against and from any claims for any brokerage commissions (except those payable to Broker) and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, for any breach of the foregoing representation. Landlord shall pay all brokerage commissions due Broker in accordance with a separate agreement between Landlord and Broker.

**5. Intentionally Deleted.**

**6. Estoppel Certificates.** Each party agrees, at any time and from time to time as requested by the other party, to execute and deliver to the other a statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications), certifying the dates to which the Rent and other charges have been paid, stating whether or not the other party is in default in performance of any of its obligations under this Lease, to the best of the certifying parties' knowledge, and, if so, specifying each such default, and stating whether or not any event has occurred which, with the giving of notice or passage of time, or both, would constitute such a default, and, if so, specifying each such event. Tenant also shall include in any such statements such other information concerning this Lease as Landlord may reasonably request. It shall be a condition precedent to the Landlord's obligation to deliver possession of the Premises to Tenant, that Tenant executes an Estoppel Certificate accepting the Premises and acknowledging this Lease. A form of such Estoppel Certificate is attached hereto as Exhibit "C". In the event either party fails to comply with this section, such failure shall constitute a material breach of this Lease. If Tenant fails to execute the initial Estoppel Certificate, Rent shall continue to accrue, but Landlord shall be under no obligation to deliver possession of the Premises.

**7. Approval by Superior Mortgagee.** If required by a Superior Mortgagee, this Lease shall become binding upon Landlord upon Landlord's execution and approval of this Lease by Landlord's Superior Mortgagee for the Building.

**8. No Recordation.** This Lease shall not be recorded. Any attempted recordation by Tenant shall render this Lease null and void and entitle Landlord to the remedies provided for Tenant's default. At the request of Landlord, Tenant shall promptly execute, acknowledge and deliver to Landlord a Memorandum of Lease with respect to this Lease and a Memorandum of modification of Lease with respect to any modification of this Lease, prepared by Landlord and sufficient for recording. Such Memorandum shall not be deemed to change or otherwise affect any of the obligations or provisions of this Lease.

**9. Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Florida, and in the event litigation arises between the parties in connection with any of the terms of this Lease, venue shall lie in the Circuit Court in Broward County, Florida, or in the Federal District Court for the Southern District of Florida. If any provision of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease shall remain in full force and effect. The table of contents, captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation or other provision of this Lease on Tenant's part to be performed shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender, as the context may require.

**10. No Partnership or Joint Venture.** Nothing contained in this Lease will be deemed or construed to create a partnership or joint venture between Landlord and Tenant, or to create any other relationship between the parties other than that of Landlord and Tenant.

**11. Capacity to Execute Lease.** If Tenant is other than a natural person, Tenant represents that it is legally constituted, in good standing and authorized to conduct business in the State of Florida. Tenant further represents that the person who is executing this Lease on its behalf has the full power and authority to perform such execution and deliver this Lease to Landlord, and that upon such execution and delivery, this Lease shall be valid and binding upon Tenant in accordance with its respective terms and conditions. To further evidence the foregoing, upon request by Landlord, Tenant shall deliver to Landlord an appropriate corporate or partnership resolution specifying that the signatory to this Lease has been duly authorized to execute same on behalf of Tenant, and a Certificate of Good Standing from the State of Florida if Tenant is anything other than a natural person or a general partnership.

**12. Exculpation of Landlord.** Landlord's obligations and liability to Tenant with respect to this Lease shall be limited solely to Landlord's interest in the Property, and neither Landlord nor any of the partners of Landlord, nor any officer, director or shareholder of Landlord, shall have any personal liability whatsoever with respect to this Lease.

**13. Waiver of Trial by Jury.** IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES HERETO SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT OR TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR BY ANY COURSE OF CONDUCT OR COURSE OF DEALING. TENANT FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTERCLAIM (OR COUNTERCLAIMS IN ANY SUMMARY PROCEEDING) IN ANY ACTION INITIATED BY LANDLORD OR BASED UPON NONPAYMENT OF RENT OR OTHER PAYMENTS REQUIRED OF TENANT HEREUNDER.

**14. Entire Agreement.** This Lease constitutes the entire understanding between the parties and shall bind the parties, their successors and assigns. No representations, except as herein expressly set forth, have been made by either party to the other, and this Lease cannot be amended or modified except by a writing signed by Landlord and Tenant.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

WITNESSES:

"LANDLORD"

TRICONY TRADE CENTRE SOUTH,  
L.L.C., a Florida limited liability company

By: Tricony Trade Center South Manager,  
L.L.C., a Florida limited liability  
company, its Managing Member

  
Witness #1 Signature

Brad Torres  
Witness #1 Printed Name

  
Witness #2 Signature

CATINA DAI  
Witness #2 Printed Name

By:   
Name: Rick Torres  
Its: Pres. Mgr

"TENANT"

BROWARD METROPOLITAN PLANNING  
ORGANIZATION, a governmental authority  
created under the laws of the State of Florida

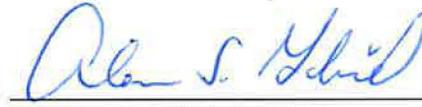
ATTEST:

\_\_\_\_\_

By:   
Daniel J. Stermer, Chairman

This 28th day of May, 2010

Approved as to form and legal sufficiency for  
the use of and reliance by the MPO only:

By:   
Alan L. Gabriel, Esquire  
Weiss Serota Helfman Pastoriza Cole &  
Boniske, P.L.



**EXHIBIT "B"**

**LEGAL DESCRIPTION**

Tract "A" of CYPRESS BUSINESS CENTER II, according to the Plat thereof, as recorded in Plat Book 116, Page 26, of the Public Records of Broward County, Florida.

LESS AND EXCEPT:

A portion of Tract "A", CYPRESS BUSINESS CENTER II, according to the Plat thereof, as recorded in Plat Book 116, Page 26 of the public records of Broward county, Florida, lying in Section 10, Township 49 South, Range 42 East, being more particularly described as follows:

Commence (1) at the Northwest corner of said tract: thence along the Westerly line of said tract, South 10° 46' 50" West, 64.81 feet to the Point of Beginning (1); thence South 79° 13' 10' East, 14.67 feet; thence North 63° 55' 43' East 4.06 feet to a reference Point "A"; thence South 26° 04' 17' East, 19.50 feet; thence South 63° 55' 43' West, 13.26 feet; thence along a line 19.00 feet Easterly of and parallel with said Westerly line, South 10° 46' 50" West, 49.88 feet; thence perpendicular to the last described course, North 79° 13' 10' West, 19.00 feet to a point on said Westerly line; thence along said Westerly line, North 10° 46' 50" East, 71.00 feet to the Point of Beginning (1)

TOGETHER WITH

Commence (2) at aforementioned reference Point "A"; thence North 63° 55' 43" East, 57.50 feet to the Point of Beginning (2); thence continue North 63° 55' 43" East, 19.50 feet to a reference point "B"; thence perpendicular to the last described course, South 26° 04' 17" East, 19.50 feet; thence perpendicular to the last described course, South 63° 55' 43" West, 19.50 feet; thence perpendicular to the last described course, North 26° 04' 17" West, 19.50 feet to the Point of Beginning(2).

TOGETHER WITH

Commence (3) at aforementioned Reference Point "B" thence North 63° 55' 43" East, 61.50 feet to the Point of Beginning (3); thence continue North 63° 55' 43" East, 12.76 feet to a point on the Easterly line of said tract; thence along said Easterly line, South 01° 26' 47" East, 21.45 feet; thence South 63° 55' 43" West, 3.82 feet; thence perpendicular to the last described course, North 26° 04' 17" West, 19.50 feet to the Point of Beginning (3).

**EXHIBIT "C"**

**ESTOPPEL CERTIFICATE**

RE: Premises: Trade Centre South, 100 West Cypress Creek Road, Fort Lauderdale, Florida 33309  
Suite Nos. 840, 845 and 850

LEASE DATED: \_\_\_\_\_, 2010

BETWEEN TRICONY TRADE CENTRE SOUTH, L.L.C. (Landlord) and BROWARD METROPOLITAN PLANNING ORGANIZATION (Tenant)

1. The Lease is presently in full force and effect and is unmodified except as indicated herein, if any.
2. Tenant took possession of the Premises on \_\_\_\_\_ and has paid Rent commencing on \_\_\_\_\_, and all Rent due under the Lease has been paid to \_\_\_\_\_.
3. The Term of the Lease commenced on \_\_\_\_\_, and terminates on \_\_\_\_\_.
4. Tenant has accepted possession of the Premises and all improvements required by the terms of the Lease to be made by Landlord, if any, have been completed to the satisfaction of Tenant.
5. No Rent under the Lease has been paid more than 30 days in advance of its due date.
6. Landlord has not defaulted in its obligations under the Lease to Tenant.
7. Tenant, as of this date, has no charge, lien, cause of action, claim or right of offset against Landlord under the Lease or otherwise, against Rents or other charges due or to become due under the Lease.
8. Tenant is leasing \_\_\_\_\_ rentable square feet in the Building.
9. The present Base Rent is \$ \_\_\_\_\_ per square foot, per year.
10. Tenant's security deposit is \$ \_\_\_\_\_ .00 and has been paid in full and is presently held by Landlord.

BROWARD METROPOLITAN PLANNING ORGANIZATION, a governmental authority created under the laws of the State of Florida

By: \_\_\_\_\_  
Daniel J. Stermer, Chairman

## EXHIBIT "D"

### TENANT RULES & REGULATIONS

The following rules and regulations of Landlord shall apply, where applicable, to the Premises, the Building, the parking garage or lot associated therewith (if any), the Property and the appurtenances thereto:

- A. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash or material of any nature shall be placed, emptied or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in common areas or elsewhere in or about the Building or Property.
- B. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by Tenant or its agents, employees or invitees shall be paid for by Tenant, and Landlord shall not in any case be responsible therefor.
- C. No signs, advertisements or notices shall be painted or affixed on or to any windows, doors or other parts of the Building, except those of such color, size, style and in such places as shall be first approved in writing by Landlord. No nails, hooks or screws shall be driven or inserted into any part of the Premises or Building except by the Building maintenance personnel, nor shall any part of the Building be defaced by Tenant.
- D. Landlord may provide and maintain in the first floor (main lobby) of the Building an alphabetical directory board listing all Tenants, and no other directory shall be permitted unless previously consented to by Landlord in writing.
- E. Tenant shall not place any additional lock or locks on any door in the Premises or Building without Landlord's prior written consent. A reasonable number of keys to the locks on the doors in the Premises shall be furnished by Landlord to Tenant at the cost of Tenant, and Tenant shall not have any duplicate keys made. All keys shall be returned to Landlord at the expiration or earlier termination of this Lease.
- F. All contractors, contractor's representatives and installation technicians performing work in the Building shall be subject to Landlord's prior approval and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, as the same may be revised from time to time. Tenant shall be solely responsible for complying with all applicable laws, codes and ordinances pursuant to which said work shall be performed.
- G. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of any merchandise or materials which require the use of elevators, stairways, lobby areas or loading dock areas, shall be restricted to hours designated by Landlord. Tenant must seek Landlord's prior approval by providing in writing a detailed listing of any such activity. If approved by Landlord, such activity shall be under the supervision of Landlord and performed in the manner stated by Landlord. Landlord may prohibit any article, equipment or any other item from being brought in to the building. Tenant is to assume all risk for damage to articles moved and injury to any persons resulting from such activity. If any equipment, property and/or personnel of Landlord or of any other tenant is damaged or injured as a result of or in connection with such activity, Tenant shall be solely liable for any and all damage or loss resulting therefrom.
- H. Landlord shall have the power to prescribe the weight and position of safes and other heavy equipment or items, which in all cases shall not, in the opinion of Landlord, exceed acceptable floor loading and weight distribution requirements. All damage done to the Building by the installation, maintenance, operation, existence or removal of any property of Tenant shall be repaired at the expense of Tenant.
- I. Corridor doors, when not in use, shall be kept closed.
- J. Tenant shall not: (1) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons having

business with them; (2) solicit business or distribute or cause to be distributed in any portion of the Building any handbills, promotional materials or other advertising; or (3) conduct or permit any other activities in the Building that might constitute a nuisance.

K. No animals, except seeing eye dogs, shall be brought into or kept in, on or about the Premises.

L. No inflammable, explosive or dangerous fluid or substance shall be used or kept by Tenant in the Premises or Building. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Premises or any other portion of the Property, any asbestos-containing materials or any solid, liquid or gaseous material now or hereafter considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental law which may now or hereafter be in effect. If Landlord does give written consent to Tenant pursuant to the foregoing sentence, Tenant shall comply with all applicable laws, rules and regulations pertaining to and governing such use by Tenant, and shall remain liable for all costs of cleanup or removal in connection therewith.

M. Tenant shall not use or occupy the Premises in any manner or for any purpose which would injure the reputation or impair the present or future value of the Premises or the Building; without limiting the foregoing, Tenant shall not use or permit the Premises or any portion thereof to be used for lodging, sleeping or for any illegal purpose.

N. Tenant shall not take any action which would violate Landlord's labor contracts affecting the Building or which would cause any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Landlord or any other tenant or occupant of the Building or with the rights and privileges of any person lawfully in the Building. Tenant shall take any actions necessary to resolve any such work stoppage, picketing, labor disruption, dispute or interference and shall have pickets removed and, at the request of Landlord, immediately terminate at any time any construction work being performed in the Premises giving rise to such labor problems, until such time as Landlord shall have given its written consent for such work to resume. Tenant shall have no claim for damages of any nature against Landlord or any of the Landlord Related Parties in connection therewith, nor shall the date of the commencement of the Term be extended as a result thereof.

O. Tenant shall utilize the termite and pest extermination service designated by Landlord to control termites and pests in the Premises. Except as included in Operating Expenses, Tenant shall bear the cost and expense of such extermination services.

P. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building any electrical equipment which does not bear the U/L (Underwriters Laboratories) seal of approval, or which would overload the electrical system or any part thereof beyond its capacity for proper, efficient and safe operation as determined by Landlord, taking into consideration the overall electrical system and the present and future requirements therefor in the Building. Tenant shall not furnish any cooling or heating to the Premises, including, without limitation, the use of any electronic or gas heating devices, without Landlord's prior written consent. Tenant shall not use more than its proportionate share of telephone lines available to service the Building.

Q. Tenant shall not operate or permit to be operated on the Premises any coin- or token-operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, food, candy, cigarettes or other goods), except for those vending machines or similar devices which are for the sole and exclusive use of Tenant's employees, and then only if such operation does not violate the lease of any other tenant of the Building.

R. Bicycles and other vehicles are not permitted inside or on the walkways outside the Building, except in those areas specifically designated by Landlord for such purposes.

S. Landlord may, from time to time, adopt appropriate systems and procedures for the security or safety of the Building, its occupants, entry and use, or its contents. Tenant, Tenant's

agents, employees, contractors, guest and invitees shall comply with Landlord's reasonable requirements relative thereto.

T. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that, in Landlord's opinion, may tend to impair the reputation of the Building or its desirability for Landlord or other tenants. Upon written notice from Landlord, Tenant will refrain from and/or discontinue such publicity immediately.

U. Tenant shall carry out Tenant's permitted repair, maintenance, alterations and improvements in the Premises only during times agreed to in advance by Landlord and in a manner which will not interfere with the rights of other tenants in the Building.

V. Canvassing, soliciting and peddling in or about the Building is prohibited. Tenant shall cooperate and use its best efforts to prevent the same.

W. At no time shall Tenant permit or shall Tenant's agents, employees, contractors, guests or invitees smoke in any common area of the Building, unless such common area has been declared a designated smoking area by Landlord.

X. Tenant shall observe Landlord's rules with respect to maintaining standard window coverings at all windows in the Premises so that the Building presents a uniform exterior appearance. Tenant shall ensure that, to the extent reasonably practicable, window coverings are closed on all windows in the Premises while they are exposed to the direct rays of the sun.

Y. All deliveries to or from the Premises shall be made only at such times, in the areas and through the entrances and exits designated for such purposes by Landlord. Tenant shall not permit the process of receiving deliveries to or from the Premises outside of said areas or in a manner which may interfere with the use by any other tenant of its premises or of any common areas, any pedestrian use of such area, or any use which is inconsistent with good business practice.

Z. The work of cleaning personnel shall not be hindered by Tenant after 5:30 p.m., and such cleaning work may be done at any time when the offices are vacant. Windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles necessary to prevent unreasonable hardship to Landlord regarding cleaning service.

**TRADE CENTRE SOUTH**  
**TENANT'S RECEIPT**

Receipt is hereby acknowledged by Landlord of the total sum of \$15,256.25, which represents payment by Tenant of the First Month's Prepaid Base Rent and the First Month's Prepaid Additional Rent as follows:

- \$8,125.00 First Month's Prepaid Base Rent.
- \$7,131.25 First Months Prepaid Additional Rent<sup>2</sup>
- \$15,256.25 Total Amount Due

DATED effective as of the 28<sup>th</sup> day of May, 2010.

TRICONY TRADE CENTRE SOUTH, L.L.C.,  
BY ITS AGENT:

By: \_\_\_\_\_

4822-9778-6886, v. 1

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<sup>2</sup> *Notwithstanding the fact that the Premises, in the aggregate, consist of approximately 8,770 rentable square feet, Landlord has agreed, for the purposes of calculating First Month's Prepaid Additional Rent, to calculate the First Month's Prepaid Additional Rent based upon an aggregate of 7,500 rentable square feet.*

Tenant's Receipt