LEASE AGREEMENT

BY AND BETWEEN

WEST OAKS MALL FL LLC[1] WHICH OWNS THE REAL PROPERTY, AND ALL PERSONAL PROPERTY LOCATED THEREON, LOCATED AT 9405 WEST COLONIAL DRIVE, OCOEE, FLORIDA, 34761

AS LANDLORD

AND

CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC. dba CAREERSOURCE CENTRAL FLORIDA

AS TENANT

DATED January 14, 2020

[1] **West Oaks Mall FL LLC** is a Florida limited liability company validly formed on November 21, 2012; federal tax id# 90-0899427.

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LEASE AGREEMENT

BASIC LEASE INFORMATION

Effective Date:	January 14, 2020
Landlord:	**West Oaks Mall FL LLC, a Florida limited liability company ("Landlord")**
Landlord's Address:	**9101 Alta Drive, Suite 1801** **Las Vegas, NV 89145** All Rent payments shall be sent to Landlord at the following address: **West Oaks Mall FL LLC** **9101 Alta Drive, Suite 1801** **Las Vegas, NV 89145** All notices sent to Landlord under this Lease shall be sent to the above addresses.
Tenant:	**Central Florida Regional Workforce Development Board, Inc., a Florida corporation, dba CareerSource Central Florida ("Tenant")**
Tenant's Address:	Career Source Central Florida 390 N. Orange Avenue, Suite 700 Orlando, FL 32801
Guarantor:	None
Premises Square Footage:	Approximately +/- **12,041** Square Feet
Premises Address:	~~9405~~ 9401 **West Colonial Drive**, suite 403 (LA) **Ocoee, Florida 34761** (The Premises encompass Suites 400, 401, 402, 403, 404, and 406)
Project:	The building commonly known as West Oaks Mall and all Common Areas (including the Parking Areas) associated therewith, together with the land on which the Project is situated.
Building:	The building which houses the Premises.

Length of Term:	**From the Effective Date through the last day of the full calendar month of the Term that is Seventy-two (72) Months following the Commencement Date.**
Commencement Date:	**The date of substantial completion of Tenant's Work as set forth in Exhibit C. The Commencement Date shall be memorialized by Tenant's execution of the Commencement Date Certificate attached hereto as Exhibit G. The Commencement Date Certificate must be submitted to Landlord no later than two (2) calendar days after the issuance of the certificate of occupancy for the Premises by local governing authorities.**
Expiration Date:	**The last day of the full calendar month that is Seventy-two (72) Months following the Commencement Date.**
Option to Renew:	**Tenant shall have two (2) five (5) year options to renew the Term of the Lease pursuant to the provisions of Paragraph 3(b).**
Base Rent:	**The Base Rent for the Term equals the sum of (1) $15.00 per square foot per annum with 2.5% per annum increases during each year of the Term ("Partial Base Rent") plus (2) the TI Payment (as defined in Exhibit C). For avoidance of doubt, Exhibit H contains a schedule of the estimated Base Rent for the Term, based on the assumptions set forth therein. When the Tenant Improvements are completed, the parties shall replace Exhibit H with a schedule of the actual Base Rent for the Term. The Base Rent for the First Renewal Term shall be $17.00 per square foot with 2.5% per annum increases and the Base Rent for the Second Renewal Term shall be $19.50 per square foot with 2.5% per annum increases, pursuant to Section 3(b).**

Florida Sales and Use Tax:	Unless the Tenant provides Landlord with proof that Tenant is exempt under state law, this state tax equals 6.5% of monthly Base Rent and Additional Rent and is due under the Lease pursuant to the provisions of Paragraph 28(c).
Tenant's Share of Real Estate Taxes:	Tenant shall pay Tenant's Share of Real Estate Taxes pursuant to the provisions of Paragraph 28(b).
Tenant's Share of Increase in Operating Expenses:	Tenant shall pay Tenant's Share of the amount by which the annual Operating Expenses exceed the Operating Expenses applicable to the Base Year pursuant to the provisions of Paragraph 7.
Base Year:	2020.
Permitted Use:	The operation of a job placement agency, the provision of worker resources and worker training, all other purposes, uses, and operations required of Tenant or permitted to be performed by Tenant pursuant to Florida and/or federal law , and ancillary office use and administration.
Security Deposit:	Upon Tenant's execution of the Lease, Tenant shall pay a Security Deposit equal to the first (1st) month of Base Rent due under the Lease pursuant to the provisions of Paragraph 4(c).
Prepaid Base Rent:	On the Commencement Date, Tenant shall prepay $165,563.75 in Base Rent due under the Lease pursuant to the provisions of Paragraph 4(a).
Brokers:	**John Doran, RE Commercial Corporate Real Estate (to be compensated under a separate agreement).**

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between Landlord and Tenant on the Lease Date. The defined terms used in this Lease which are defined in the Basic Lease Information attached to this Lease Agreement and incorporated herein by reference **("Basic Lease Information")** shall have the meaning and definition given them in the Basic Lease Information. The Basic Lease Information, the exhibits attached hereto, and this Lease Agreement are and shall be construed as a single instrument and are referred to herein as the **"Lease".**

1. DEMISE.

In consideration for the rents and all other charges and payments payable by Tenant, and for the agreements, terms and conditions to be performed by Tenant in this Lease, LANDLORD DOES HEREBY LEASE TO TENANT, AND TENANT DOES HEREBY HIRE AND TAKE FROM LANDLORD, the Premises described below (the **"Premises"),** upon the agreements, terms and conditions of this Lease for the Term hereinafter stated.

2. PREMISES

The Premises demised by this Lease are collectively Suites 400, 401, 402, 403, 404, and 406 of that certain building located at the Premises Address (the **"Building"**) specified in the Basic Lease Information, which Building is located in that certain real estate development (the **"Project"**) specified in the Basic Lease Information and legally described in **Exhibit B-1**, which is attached hereto and incorporated herein. The Premises has the address and contains the approximate square footage specified in the Basic Lease Information. Any statement of square footage set forth in this Lease, or that may have been used in calculating any of the economic terms hereof, is an approximation which Landlord and Tenant agree is reasonable and no economic terms based thereon shall be subject to revision whether or not the actual square footage is more or less. The location and dimensions of the Premises are depicted on **Exhibit B,** which is attached hereto and incorporated herein by this reference. Tenant shall have the non-exclusive right (in common with the other tenants, Landlord and any other person granted use by Landlord) to use the Common Areas (as hereinafter defined), except that with respect to the Project's parking areas (the **"Parking Areas"**), Tenant shall have only the rights, if any, set forth in Paragraph 44 below. For purposes of this Lease, the term **"Common Areas"** shall mean all areas and facilities outside the Premises and within the exterior boundary line of the Project that are, from time to time, provided and designated by Landlord for the non-exclusive use of Landlord, Tenant and other tenants of the Project and their respective employees, guests and invitees, and specifically includes, without limitation, the Parking Areas.

The Premises demised by this Lease shall include any Tenant Improvements (as that term is defined in **Exhibit C** attached to this Lease Agreement and incorporated herein by reference) to be constructed by Tenant within the interior of the Premises, if any. Landlord and Tenant agree to and shall be bound by the terms and conditions of **Exhibit C** attached hereto and incorporated herein.

Landlord has the right, in its sole discretion, from time to time, to: (a) make changes to the Common Areas, the Building and/or the Project, including, without limitation, changes in the

location, size, shape, type, architectural features, number and use of buildings, driveways, entrances, parking spaces, parking areas, ingress, egress, direction of driveways, entrances, hallways, corridors, lobby areas and walkways; (b) close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available; (c) add additional buildings and improvements to the Common Areas and/or the Project and/or remove existing buildings and/or improvements therefrom; (d) use the Common Areas while engaged in making additional improvements, repairs, demolition and/or other alterations to the Project or any portion thereof; and (e) do and perform any other acts, alter, expand or reduce, or make any other changes in, to or with respect to the Common Areas, the Building and/or the Project as Landlord may, in its sole discretion, deem to be appropriate, including, without limitation, apply to subdivide any portion thereof and/or change the zoning applicable thereto and/or the use that may be made thereof; and Tenant agrees not to oppose or assist any third party in opposing any of the foregoing provided that the foregoing do not materially, adversely affect access to the Premises or Tenant's use of the Premises. Without limiting the foregoing, Landlord reserves the right from time to time to install, use, maintain, repair, relocate and replace pipes, ducts, conduits, wires, and appurtenant meters and equipment for service to the Premises or to other parts of the Building which are above the ceiling surfaces, below the floor surfaces, within the walls and in the central core areas of the Building which are located within the Premises or located elsewhere in the Building. In connection with any of the foregoing activities of Landlord, Landlord shall use reasonable efforts while conducting such activities to minimize any interference with Tenant's use of the Premises. During the time such work is being carried on in or about the Common Areas, the Building, the Project and/or the Premises, payments provided herein shall not abate and Tenant waives any claim or cause of action against Landlord for damages by reason of interruption of or interference with Tenant's business or loss of profits therefrom because of the prosecution of any such work or any part thereof.

3. TERM; OPTIONS TO RENEW

(a) **Term.** The term of this Lease (the "**Term**") shall be for the period of time specified in the Basic Lease Information, commencing on the "**Effective Date**" specified in the Basic Lease Information and expiring on the "**Expiration Date**" set forth in the Basic Lease Information.

(b) **Option to Renew.** Tenant shall have two (2) options to extend the Term for five (5) years each (each a "**Renewal Term**"), subject to the following provisions. Such options shall be exercised in the manner set forth below and Base Rent for each Renewal Term shall be as indicated below.

(i) The Renewal Term shall be on the same terms and conditions as the Lease except Base Rent shall be as set forth herein. Written notice (the "**Tenant's Renewal Election**") of Tenant's exercise of an option to renew ("**Option to Renew**") the Term of this Lease for a Renewal Term must be given to Landlord no less than six (6) months but not more than twelve (12) months prior to the date the Renewal Term will commence. The Tenant's Renewal Election shall be binding upon Landlord and Tenant when made.

(ii) Tenant shall not have the right to exercise an Option to Renew during the time that Tenant is in "**Default**" (as defined in Section 24 below) under any provisions of the Lease.

(iii) In the event Tenant validly exercises an Option to Renew as herein provided, Base Rent shall be adjusted to $17.00 per square foot as of the commencement date of the First Renewal Term with 2.5% per annum increases thereafter, and $19.50 per square foot as of the commencement date of the Second Renewal Term with 2.5% per annum increases.

4. **RENT**

(a) **Base Rent**. Commencing on the Commencement Date, Tenant shall pay to Landlord, in advance on the first (1st) day of each month, without further notice or demand and without abatement, offset, rebate, credit or deduction for any reason whatsoever, the monthly installments of rent specified in the Basic Lease Information (the "**Base Rent**"). Notwithstanding the foregoing, Tenant shall pay to Landlord the Prepaid Rent specified in the Basic Lease Information on the Commencement Date, to be applied toward Base Rent for the initial eleven (11) months of the Term.

(b) **General Payment Terms**. The Base Rent, Additional Rent and all other sums payable by Tenant to Landlord hereunder, any late charges assessed pursuant to Paragraph 6 below and any interest assessed pursuant to Paragraph 46 below, are referred to as the "**Rent**". All Rent shall be paid in lawful money of the United States of America. Checks are to be made payable to Landlord and shall be mailed to Landlord at the address set forth in the Basic Lease Information, or to such other person or place as Landlord may, from time to time, designate to Tenant in writing. The Rent for any fractional part of a calendar month at the commencement or termination of the Term shall be a prorated amount of the Rent for a full calendar month based upon a thirty (30) day month.

(c) Tenant shall pay to Landlord the "**Security Deposit**" specified in the Basic Lease Information. The Security Deposit shall be held by Landlord and not spent, but without liability for interest, as security for the timely performance by Tenant of all the terms of this Lease which are to be observed and performed by Tenant. Landlord shall account for the security deposit in a fund or account separate from the Landlord's funds, but shall not be obligated to hold the Security Deposit in a separate bank deposit account. If any sum payable by Tenant to Landlord shall be unpaid or if Landlord makes payments on behalf of Tenant, or performs any of Tenant's obligations under this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, apply the Security Deposit as may be necessary to compensate Landlord toward the payment of the sum payable by Tenant to Landlord for loss or damage sustained by Landlord due to such breach on the part of Tenant, and Tenant shall, upon demand, restore the Security Deposit to the original sum deposited. If Tenant complies with all of the terms of this Lease, the Security Deposit shall be returned in full to Tenant at the expiration or termination of this Lease. In the event of bankruptcy or other debtor/creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of rent and other charges due Landlord for all periods prior to the filing of such proceedings. Landlord may deliver the Security Deposit to the purchaser of Landlord's interest in the Premises in the event that such interest is sold, and thereupon Landlord shall be

discharged from any further liability with respect to the Security Deposit and this provision shall also apply to any subsequent transferees.

(d) As used in this Lease, the term "**Additional Rent**" shall mean all sums of money, other than Base Rent, that shall become due from and payable by Tenant pursuant to this Lease.

5. UTILITIES AND SERVICES

(a) Tenant shall directly contract with utility providers to furnish to the Premises electricity, gas, cable, telephone, and Internet. Tenant shall provide janitorial services for the Premises which will include vacuuming, dusting, cleaning of glass surfaces and standard trash removal. Tenant shall separately arrange with, and pay directly to, the applicable local public authorities or utilities, as the case may be, for the furnishing, installation and maintenance of all telephone services and equipment as may be required by Tenant in the use of the Premises. Landlord shall not be liable for any damages resulting from interruption of, or Tenant's inability to receive such service, and any such inability shall not relieve Tenant of any of its obligations under this Lease.

(b) Without limiting the terms of Paragraph 5(a) above, Tenant acknowledges that Landlord reserves the right to change the electricity provider at any time and from time to time in Landlord's sole discretion (any such provider being referred to herein as the "**Electric Service Provider**") so long as the Electric Service Provider charges rates to tenants of the Project that are uniform. Tenant shall cooperate with Landlord and the Electric Service Provider at all times to facilitate the delivery of electrical service to Tenant at the Premises and to the Building, including without limitation allowing Landlord and the Electric Service Provider, and their respective agents and contractors, (a) to install, repair, replace, improve and remove and any and all electric lines, feeders, risers, junction boxes, wiring, and other electrical equipment, machinery and facilities now or hereafter located within the Building or the Premises for the purpose of providing electrical service to or within the Premises or the Building, and (b) reasonable access for the purpose of maintaining, repairing, replacing or upgrading such electrical service from time to time. In no event shall Landlord be liable or responsible for any loss, damage, expense or liability, including without limitation loss of business or any consequential damages, arising from any failure or inadequacy of the electrical service being provided to the Premises or the Building, whether resulting from any change, failure, interference, disruption, or defect in the supply or character of the electrical service furnished to the Premises or the Building, or arising from the partial or total unavailability of electrical service to the Premises or the Building, from any cause whatsoever, or otherwise, nor shall any such failure, inadequacy, change, interference, disruption, defect or unavailability constitute an actual or constructive eviction of Tenant. However, if an outage of electrical power lasts longer than four of Tenant's work days and makes all or any portion of the Premises unusable for the conduct of Tenant's business, Tenant shall be entitled to a reduction in rent in proportion to the extent to which such outage makes the Premises unusable for the conduct of Tenant's business pro rated for the number of days of the outage.

(c) Tenant acknowledges that the Premises, the Building and/or the Project may become subject to the rationing of utility services or restrictions on utility use as required by a public utility company, governmental agency or other similar entity having jurisdiction thereof.

Tenant acknowledges and agrees that its tenancy and occupancy hereunder shall be subject to such rationing or restrictions as may be imposed upon Landlord, Tenant, the Premises, the Building and/or the Project, and Tenant shall in no event be excused or relieved from any covenant or obligation to be kept or performed by Tenant by reason of any such rationing or restrictions. Tenant agrees to comply with energy conservation programs implemented by Landlord by reason of rationing, restrictions or Laws (as defined in Section 9(b) of this Lease).

(d) Landlord shall not be liable for any loss, injury or damage to property caused by or resulting from any variation, interruption, or failure of utilities due to any cause whatsoever, or from failure to make any repairs or perform any maintenance. No temporary interruption or failure of such services incident to the making of repairs, alterations, improvements, or due to accident, strike, or conditions or other events shall be deemed an eviction of Tenant or relieve Tenant from any of its obligations hereunder. In no event shall Landlord be liable to Tenant for any damage to the Premises or for any loss, damage or injury to any property therein or thereon occasioned by bursting, rupture, leakage or overflow of any plumbing or other pipes (including, without limitation, water, steam, and/or refrigerant lines), sprinklers, tanks, drains, drinking fountains or washstands, or other similar cause in, above, upon or about the Premises, the Building, or the Project.

(e) Landlord makes no representation with respect to the adequacy or fitness of the air-conditioning or ventilation equipment in the Building to maintain temperatures which may be required for, or because of, any equipment of Tenant, other than normal fractional horsepower office equipment, and Landlord shall have no liability for loss or damage in connection therewith. Tenant shall not, without Landlord's prior written consent, use heat-generating machines, machines other than normal fractional horsepower office machines, equipment or lighting other than building standard lights in the Premises, which may affect the temperature otherwise maintained by the air conditioning system or increase the water normally furnished for the Premises by Landlord pursuant to the terms of this Paragraph 5. If such consent is given, Tenant shall have the right to install supplementary air conditioning units or other facilities in the Premises, including supplementary or additional metering devices, and the cost thereof, including the cost of installation, operation and maintenance, increased wear and tear on existing equipment and other similar charges, shall be paid by Tenant to Landlord (if not paid directly by Tenant to third parties) upon billing by Landlord. Tenant shall not use water or heat or air conditioning in excess of that normally supplied by Landlord. Tenant's consumption of electricity shall not exceed the Building's capacity considering all other tenants of the Building, if any.

6. LATE CHARGE

Notwithstanding any other provision of this Lease to the contrary, Tenant hereby acknowledges that late payment to Landlord of Rent, or other amounts due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. If any Rent or other sums due from Tenant are not received by Landlord or by Landlord's designated agent within five (5) days after their due date, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount, plus any costs and attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder;. Landlord and Tenant hereby agree that such late charges

represent a fair and reasonable estimate of the cost that Landlord will incur by reason of Tenant's late payment and shall not be construed as a penalty. Landlord's acceptance of such late charges shall not constitute a waiver of Tenant's default with respect to such overdue amount or estop Landlord from exercising any of the other rights and remedies granted under this Lease.

7. INCREASE IN OPERATING EXPENSES

Tenant shall pay "**Tenant's Share**" of the amount by which the annual "**Operating Expenses**" exceed the annual Operating Expenses applicable to the "**Base Year**" (as those terms are defined in Paragraph 7 (A) below); provided, however, that in no event shall any decrease in Operating Expenses after the Base Year entitle Tenant to a decrease in Base Rent or any credit against sums due under this Lease. Tenant's Share of the increase in Operating Expenses shall be referred to herein as "**OPEX Costs**", and shall be considered as additional rent due under the Lease. All amounts due under this Paragraph 7 as the OPEX Costs shall be payable for the same periods and in the same manner as the Base Rent; provided, however, that the first monthly installment of Tenant's Share of any "**Estimated Excess**," as that term is defined in Paragraph 7 (C) of this Lease, shall first be due and payable for the calendar month occurring immediately following the expiration of the Base Year.

A. **Definitions of Key Terms.** The following terms shall have the following meanings:

(i) "**Base Year**" shall mean the calendar year set forth in the Basic Lease Information.

(ii) "**Tenant's Share**" shall mean 1.12%.

(iii) "**Expense Year**" shall mean each calendar year in which any portion of the Term falls, through and including the calendar year in which the Term expires.

(iv) "**Operating Expenses**" shall mean all costs of operating, repairing and maintaining the Project excluding the Premises, the landscaping of Common Areas of the Project and the parking lot or garage used as parking for the Project. All costs of operating, servicing, administering, repairing and maintaining the Project excluding the Premises shall include any reasonable and necessary costs of operation, insurance, maintenance and repair, computed in accordance with sound accounting principles applied on a consistent basis, and will include by way of illustration but not limitation:

(a) all necessary costs of managing, operating, insuring, repairing and maintaining the Project, including, without limitation, wages, salaries, fringe benefits and payroll burden for employees on-site utilized in the day to day operation of the Project, public liability, flood, property damage and all other insurance premiums paid by Landlord with respect to the Project, including any amounts that would be charged as premiums if Landlord self-insures any of the insurance risks; liability disclaimers; water and sewer, heating, air conditioning, and ventilating equipment, and all other utility charges (other than with respect to utilities separately metered and paid directly by Tenant or other tenants); the cost of contesting the validity or amount of real estate and personal property taxes; access control; window cleaning; elevator maintenance; fire detection and security services; gardening and landscape maintenance; all costs of snow and ice removal; trash rubbish, garbage and other refuse removal for the Common Areas

of the Project; pest control; painting; façade maintenance; lighting; exterior and partition (demising) wall repairs; roof repairs; maintenance of all steam, water and other water retention and discharging piping, lakes, culverts, fountains, pumps, weirs, lift stations, catch basins and other areas and facilities, whether or not on-site; canal embankment and related maintenance; repair and repainting of sidewalks due to settlement and potholes and general resurfacing and maintenance of parking areas; sanitary control; depreciation of machinery and equipment used in any of such maintenance and repair activities; repair, maintenance and replacement of signage located in the Project; management fees, union increases, road sidewalk and driveway maintenance; and all other Project maintenance, repairs and insurance;

(b) the costs (amortized together with a reasonable finance charge) of any capital improvements (i) made to the Project by Landlord primarily for the purpose of reducing Operating Expenses; or (ii) made to the Project by Landlord primarily to comply with any governmental law or regulation that was not in force at the Effective Date;

(c) The costs of supplies, materials, tools and equipment for repairs and maintenance.

Operating Expenses shall not include:

(e) Depreciation on the Project or any Common Areas;

(f) Costs of space planning, tenant improvements, marketing expenses, finders' fees and real estate brokerage commissions;

(g) Cost of capital improvements unless meeting the requirements of Paragraph 7 A (b);

(h) Interest on debt or amortization payments on any mortgage/deed of trust, or Rent on any ground lease;

(i) Federal and state taxes on income, death, estate or inheritance; or franchise taxes.

B. **Calculation and Payment of OPEX Costs**. If for any Expense Year ending or commencing within the Term, the Operating Expenses for such Expense Year exceed the Operating Expenses applicable to the Base Year (such difference, the "**Excess**"), then Tenant shall pay to Landlord, in the manner set forth in Paragraph 7 (C) and as OPEX Costs, an amount equal to the Tenant's Share of the Excess.

C. **Statement of Actual Project Operating Expenses and Payment by Tenant**. Landlord shall give to Tenant following the end of each Expense Year, a statement ("**Statement**") which shall state in general major categories the Project Operating Expenses incurred or accrued for the Base Year or such preceding Expense Year, as applicable, and which shall indicate the amount of the Excess. Landlord shall use commercially reasonable efforts to deliver such Statement to Tenant on or before May 1 of the calendar year following the end of the Expense Year to which such Statement relates. Upon receipt of the Statement for each Expense Year commencing or ending during the Term, if an Excess is present, Tenant shall on a monthly basis pay, commencing within thirty (30) days after receipt of such Statement, an

amount that will fully reimburse the Landlord by the end of the year of the Excess for such Expense Year, less the amounts, if any, paid during such Expense Year as "**Estimated Excess**," as that term is defined in Paragraph 7 (D) below, and if Tenant paid more as Estimated Excess than the actual Excess, Tenant shall receive a credit in the amount of Tenant's overpayment against Rent next due under this Lease. The failure of Landlord to timely furnish the Statement for any Expense Year shall not prejudice Landlord or Tenant from enforcing their respective rights under this Paragraph 7. Notwithstanding the expiration of the Term and Tenant's vacation of the Premises, when the final determination is made of OPEX Costs for the Expense Year in which this Lease terminates, if an Excess is present, Tenant shall, within thirty (30) days after receipt of such Statement, pay to Landlord such amount, and if Tenant paid more as Estimated Excess than the actual OPEX Costs, Landlord shall, within thirty (30) days, deliver a check payable to Tenant in the amount of the overpayment. The provisions of this Paragraph 7 (C) shall survive the expiration or earlier termination of the Term.

D. **Statement of Estimated Project Operating Expenses.** In addition, Landlord shall give Tenant a yearly expense estimate statement ("**Estimate Statement**") which shall set forth in general major categories Landlord's reasonable estimate ("**Estimate**") of what the total amount of Project Operating Expenses for the then-current Expense Year shall be and the estimated excess ("**Estimated Excess**") as calculated by comparing the Project Operating Expenses for such Expense Year, which shall be based upon the Estimate, to the amount of Project Operating Expenses for the Base Year. Landlord shall use commercially reasonable efforts to deliver such Estimate Statement to Tenant on or before May 1 following the commencement of the Expense Year to which such Estimate Statement relates. The failure of Landlord to timely furnish the Estimate Statement for any Expense Year shall not preclude Landlord from enforcing its rights to collect any OPEX Costs under this Paragraph 7, nor shall Landlord be prohibited from revising any Estimate Statement or Estimated Excess theretofore delivered to the extent necessary. Thereafter, Tenant shall pay, within thirty (30) days after receipt of the Estimate Statement, a fraction of the Estimated Excess for the then-current Expense Year (reduced by any amounts paid pursuant to the second to last sentence of this Paragraph 7(D). Such fraction shall have as its numerator the number of months that have elapsed in such current Expense Year, including the month of such payment, and twelve (12) as its denominator. Until a new Estimate Statement is furnished (which Landlord shall have the right to deliver to Tenant at any time), Tenant shall pay monthly, with the monthly Base Rent installments, an amount equal to one-twelfth (1/12) of the total Estimated Excess set forth in the previous Estimate Statement delivered by Landlord to Tenant. Throughout the Term Landlord shall maintain books and records with respect to Project Operating Expenses in accordance with generally accepted real estate accounting and management practices, consistently applied, and Tenant shall have the right to inspect such books and records during normal business hours upon reasonable advance notice as may be reasonably necessary or useful to verify the validity of an Excess or Estimated Excess.

E. As of the Effective Date, the Project Operating Costs for the Base Year are estimated to be $2.94 per square foot of the Project per annum.

F. Landlord agrees that any controllable Operating Expenses shall not increase by more than 2.50% over the Operating Expenses during the previous Expense Year. Controllable Operating Expenses shall specifically exclude utilities and insurance.

8. POSSESSION

(a) **Tenant's Right of Possession.** Subject to Paragraphs 8(b) and 15(a), Tenant shall be entitled to possession of the Premises upon the Effective Date.

(b) **Delay in Delivering Possession.** If for any reason whatsoever, Landlord cannot deliver possession of the Premises to Tenant on the Effective Date, this Lease shall not be void or voidable, nor shall Landlord, or Landlord's agents, advisors, employees, managers, members, partners, shareholders, directors, officers, trustees, beneficiaries, invitees, independent contractors or Landlord's investment advisors or attorneys (collectively, **"Landlord's Agents"),** be liable to Tenant for any loss or damage resulting therefrom. The Expiration Date shall be extended by the same number of days that Tenant's possession of the Premises was delayed beyond the Effective Date. However, if the Landlord does not deliver possession of the Premises on or before the twentieth (20th) business day after the Effective Date for any reason except Force Majeure (as defined in Section 54 below) and/or delays caused by Tenant, its employees, agents and/or contractors (the "**Outside Delivery Date**"), the Tenant may declare this Lease terminated by written notice delivered to Landlord within seven (7) days after the Outside Delivery Date (the "**Termination Notice**", TIME BEING OF THE ESSENCE, at which time the Landlord shall promptly refund all amounts paid as of then by Tenant. If Landlord does not timely receive the Termination Notice, Tenant's right to terminate the Lease pursuant to this Section 8(b) shall expire without notice and be void and of no effect.

9. USE OF PREMISES

(a) **Permitted Use**. The use of the Premises by Tenant and Tenant's agents, employees, officers, directors, and independent contractors (collectively, **"Tenant's Agents"**) shall be solely for the Permitted Use specified in the Basic Lease Information and for no other use. Tenant shall not permit any objectionable or unpleasant odor, smoke, dust, gas, noise or vibration to emanate from or near the Premises. Tenant agrees that Tenant's Permitted Use will not violate the provisions of Section 9.1 of the Construction, Operation and Reciprocal Easement Agreement dated December 15, 1995, as amended to date (the "**REA**"). The Premises shall not be used to create any nuisance or trespass, for any illegal purpose, for any purpose not permitted by Laws (as defined in Section 9(b) of this Lease), for any purpose that would invalidate the insurance or increase the premiums for insurance on the Premises, the Building or the Project or for any purpose or in any manner that would interfere with other tenants' use or occupancy of the Project. If any of Tenant's equipment disturbs any other tenant in the Building, then Tenant shall provide adequate insulation or take such other action as may be necessary to eliminate the noise or disturbance.

(b) **Compliance with Governmental Regulations.** Tenant and Tenant's Agents shall, at Tenant's expense, faithfully observe and comply with, and Tenant's use of the Premises shall be subject to, (1) all municipal, state and federal laws, statutes, codes, rules, regulations, ordinances, requirements, and orders (collectively, **"Laws"),** now in force or which may hereafter be in force pertaining to the Premises or Tenant's use of the Premises, the Building or the Project; and (2) the Rules and Regulations (as defined in Paragraph 41 of this Lease). Without limiting the generality of the foregoing, to the extent Landlord is required by the city or county in which the Building is located to maintain carpooling and public transit programs,

Tenant shall cooperate in the implementation and use of these programs by and among Tenant's employees.

(c) **Compliance with Americans with Disabilities Act.** Landlord and Tenant hereby agree and acknowledge that the Premises, the Building and/or the Project may be subject to, among other Laws, the requirements of the Americans with Disabilities Act, a federal law codified at 42 U.S.C. 12101 *et seq.,* including, but not limited to Title III thereof, and all regulations and guidelines related thereto, together with any and all laws, rules, regulations, ordinances, codes and statutes now or hereafter enacted by local or state agencies having jurisdiction thereof, as the same may be in effect on the date of this Lease and may be hereafter modified, amended or supplemented (collectively, the **"ADA").** Any Tenant Improvements to be constructed hereunder shall be in compliance with the requirements of the ADA, and all costs incurred for purposes of compliance therewith shall be a part of and included in the costs of the Tenant Improvements. If any barrier removal work or other work is required to the Building, the Common Areas or the Project under the ADA, then such work shall be the responsibility of Landlord; provided, if such work is required under the ADA as a result of Tenant's use of the Premises or any work or Alteration (as hereinafter defined) made to the Premises by or on behalf of Tenant (other than the initial Tenant Improvements), then such work shall be performed by Landlord at the sole cost and expense of Tenant. Except as otherwise expressly provided in this provision, Tenant shall be responsible at its sole cost and expense for fully and faithfully complying with all applicable requirements of the ADA. Within ten (10) days after receipt, Tenant shall advise Landlord in writing, and provide Landlord with copies of (as applicable), any notices alleging violation of the ADA relating to any portion of the Premises, the Building or the Project; any claims made or threatened orally or in writing regarding noncompliance with the ADA and relating to any portion of the Premises, the Building, or the Project; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Premises, the Building or the Project. Tenant shall and hereby agrees to protect, defend (with counsel acceptable to Landlord) and hold Landlord and Landlord's Agents harmless and indemnify Landlord and Landlord's Agents from and against all liabilities, damages, claims, losses, penalties, judgments, charges and expenses (including attorneys' fees, costs of court and expenses necessary in the prosecution or defense of any litigation including the enforcement of this provision) arising from or in any way related to, directly or indirectly, Tenant's or Tenant's Agents violation or alleged violation of the ADA. Tenant agrees that the obligations of Tenant herein shall survive the expiration or earlier termination of this Lease.

10. ACCEPTANCE OF PREMISES

By taking possession of the Premises, Tenant accepts the Premises as suitable for Tenant's intended use and as being in good and sanitary operating order, condition and repair, AS IS, and without representation or warranty by Landlord as to the condition, use or occupancy which may be made thereof. Any exceptions to the foregoing must be by written agreement executed by Landlord and Tenant. Except as expressly set forth in this Lease, neither Landlord nor Landlord's agents have made any representations, warranties or promises with respect to the Project, the Building or the Premises, or any matter or thing affecting or related to the Premises and Landlord is leasing and Tenant accepts the Premises in its present, "**AS IS**" condition.

11. SURRENDER

At the expiration or earlier termination of the Term, Tenant shall surrender the Premises in good condition and repair, reasonable wear and tear excepted, and Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant's obligation to observe or perform this covenant shall survive the expiration or earlier termination of this Lease. Prior to the expiration or earlier termination of this Lease, and within five (5) days after the date of written notice of Landlord's exercise of its remedies under Paragraph 25 (b) (1) or (2), Tenant shall remove any and all trade fixtures, equipment and other unattached items which Tenant may have purchased, provided and installed in the Premises (including, but not limited to, counters, shelving, showcases, chairs and unattached movable machinery) and which are susceptible to being moved without damage to the building of which the Premises are a part, except as provided to the contrary below, provided that if Landlord has exercised its remedies under Paragraph 25 (b) (1) or (2), Tenant must schedule a mutually convenient time for removal with Landlord, and a representative of Landlord must be present during such removal to verify compliance or noncompliance with the provisions hereof. Tenant shall repair any damage to the Premises caused by its removal of such trade fixtures and movables. In the event Tenant does not make such repairs, Tenant shall be liable for and agrees to pay Landlord's costs and expenses in making such repairs, together with a sum equal to twenty percent (20%) of such costs and expenses to cover Landlord's overhead in making such repairs for Tenant. Tenant shall not remove any plumbing or electrical fixtures or equipment, heating or air conditioning equipment, floor coverings (including but not limited to wall-to-wall carpeting), walls or ceilings, all of which shall be deemed to constitute a part of the interest and estate of Landlord, nor shall Tenant remove any furniture, fixtures or machinery and/or any replacements thereof (a) that were furnished or paid for by Landlord, (b) that were purchased or provided by Tenant with the proceeds of a tenant improvement allowance from Landlord, and/or (c) the purchase price for which Landlord reimbursed Tenant. The Premises shall be left in a broom-clean condition. If Tenant shall fail to remove its trade fixtures or other property in strict compliance with the provisions of this Paragraph 11, time being of the essence, such fixtures and other property not removed by Tenant shall be deemed abandoned by Tenant and at the option of Landlord shall become the property of Landlord, or at Landlord's option may be removed by Landlord at Tenant's expense, or sold or otherwise disposed of, in which event the proceeds of such sale or other disposition shall belong to Landlord. Tenant waives its rights, if any, under any and all statutes and/or other legal doctrines requiring or permitting Landlord to remove, store, return or auction such property, and Landlord may dispose of such property as it see fits, free of any claims of Tenant and/or any person or entity claiming through Tenant. No act or conduct of Landlord, whether consisting of the acceptance of the keys to the Premises, or otherwise, shall be deemed to be or constitute an acceptance of the surrender of the Premises by Tenant prior to the expiration of the Term. Acceptance by Landlord of surrender of the Premises by Tenant shall only occur if and when Landlord executes and delivers to Tenant a written acknowledgment of acceptance of surrender.

12. ALTERATIONS AND ADDITIONS

(a) Tenant shall not make, or permit to be made, any alteration, addition or improvement (hereinafter referred to individually as an "**Alteration**" and collectively as the

"Alterations") to the Premises or any part thereof which affects (i) any structural portion of the Premises, the Building or the Project and/or any system serving the Premises, the Building and/or the Project or any portion thereof and/or (ii) the exterior thereof without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. Tenant may make any Alteration without Landlord's consent that does not affect any structural portion and/or the exterior of the Premises, the Building or the Project and/or any system serving the Premises, the Building and/or the Project or any portion thereof.

(b) Any Alteration to the Premises shall be at Tenant's sole cost and expense, in compliance with all applicable Laws and all requirements requested by Landlord, including, without limitation, the requirements of any insurer providing coverage for the Premises or the Project or any part thereof, and in accordance with plans and specifications reasonably approved in writing by Landlord, and shall be constructed and installed by a contractor reasonably approved in writing by Landlord. In connection with any Alteration, Tenant shall deliver plans and specifications therefor to Landlord. As a further condition to giving consent to any Alterations being made by Tenant, Landlord may require Tenant to provide Landlord, at Tenant's sole cost and expense, a payment and performance bond in form acceptable to Landlord, in a principal amount not less than one and one-half times the estimated costs of such Alterations, to ensure Landlord against any liability for mechanic's and materialmen's liens and to ensure completion of work. Before Alterations may begin, valid building permits or other permits or licenses required must be furnished to Landlord. Tenant will diligently and continuously pursue any Alterations being made by Tenant to completion. Landlord may monitor construction of Alterations performed by Tenant. With respect to Alterations performed by Tenant, Tenant shall maintain during the course of construction, at its sole cost and expense, builders' risk insurance for the amount of the completed value of the Alterations on an all-risk non-reporting form covering all improvements under construction, including building materials, and other insurance in amounts and against such risks as Landlord shall reasonably require in connection with the Alterations. In addition to and without limitation on the generality of the foregoing, Tenant shall ensure that its contractors procure and maintain in full force and effect during the course of construction, and furnish to Landlord before Alterations may begin, a "broad form" commercial general liability and property damage policy of insurance naming Landlord, Tenant, any property manager designated by Landlord and Landlord's lenders as additional insureds. The minimum limit of coverage of the aforesaid policy shall be in the amount of not less than Three Million Dollars ($3,000,000.00) for injury or death of one person in any one accident or occurrence and in the amount of not less than Three Million Dollars ($3,000,000.00) for injury or death of more than one person in any one accident or occurrence, and shall contain a severability of interest clause or a cross liability endorsement. Such insurance shall further insure Landlord and Tenant against liability for property damage of at least One Million Dollars ($1,000,000.00).

(c) All Alterations, including, but not limited to, heating, lighting, electrical, air conditioning, fixed partitioning, window treatments, wall covering and paneling, built-in cabinet work and carpeting installations made pursuant to this Paragraph 12, together with all property that has become an integral part of the Premises or the Building, shall at once be and become the property of Landlord, and shall not be deemed trade fixtures or Tenant's Property.

(d) Tenant, at its expense, may install, maintain, upgrade and replace phone, computer and/or telecommunications systems at Tenant's discretion without notification to or consent from Landlord, provided that Tenant may not enter upon or access the roof and/or install, maintain, upgrade and replace any equipment thereon except in strict compliance with Paragraph 43 below.

(e) Notwithstanding anything herein to the contrary, before installing any equipment or lights which generate an undue amount of heat in the Premises, or if Tenant plans to use any high-power usage equipment in the Premises, Tenant shall obtain the written permission of Landlord. Landlord may refuse to grant such permission unless Tenant agrees to pay the costs to Landlord for installation of supplementary air conditioning capacity or electrical systems necessitated by such equipment.

(f) Tenant agrees not to proceed to make any Alterations, notwithstanding consent from Landlord to do so, until Tenant notifies Landlord in writing of the date Tenant desires to commence construction or installation of such Alterations and Landlord has approved such date in writing, in order that Landlord may post appropriate notices to avoid any liability to contractors or material suppliers for payment for Tenant's improvements. Tenant shall at all times permit such notices to be posted and to remain posted until the completion of work. Further, Tenant shall notify any contractor making improvements upon the Premises, before the contractor makes the improvements, that Landlord's interest shall not be subject to liens for improvements made by Tenant, and Tenant shall comply in all respects with Section 713.10 of the Florida Statutes, as amended from time to time.

(g) Tenant shall not, at any time prior to or during the Term, directly or indirectly employ, or permit the employment of, any contractor, mechanic or laborer in the Premises, whether in connection with any Alteration or otherwise, if it is reasonably foreseeable that such employment will materially interfere or cause any material conflict with other contractors, mechanics, or laborers engaged in the construction, maintenance or operation of the Project by Landlord, Tenant or others. In the event of any such interference or conflict, Tenant, upon demand of Landlord, shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Project immediately.

13. MAINTENANCE AND REPAIRS OF PREMISES

(a) **Maintenance by Tenant**. Throughout the Term, Tenant shall, at its sole expense, subject to Paragraphs 5(a) and 13(b) hereof, (1) keep and maintain in good order and condition the Premises and Tenant's Property, (2) keep and maintain in good order and condition, repair and replace all of Tenant's security systems and other equipment of Tenant (including but not limited to any heating, ventilating, and air conditioning equipment installed by Tenant at any time during the Term), if applicable, in or about or serving the Premises, and (3) maintain and replace all specialty lamps, bulbs, starters and ballasts. Tenant shall not do nor shall Tenant allow Tenant's Agents to do anything to cause any damage, deterioration or unsightliness to the Premises, the Building or the Project. In addition, following the completion of Landlord's Work, Tenant is solely responsible to maintain, but not repair, all heating, ventilating and air conditioning equipment ("HVAC") which services the Premises and shall obtain and keep in force a standard maintenance agreement on all such HVAC equipment and provide a copy of

said maintenance agreement to Landlord within thirty (30) days after the Commencement Date, which maintenance agreement shall require at least a semiannual inspection of such HVAC equipment by a licensed HVAC contractor. Tenant further agrees to furnish Landlord semiannually with written certifications by the contractor performing said inspections that such HVAC equipment is in good repair. Notwithstanding the foregoing, Tenant shall have air filters in the HVAC equipment changed at least quarterly.

(b) **Maintenance by Landlord.** Subject to the provisions of Paragraphs 13(a), 21 and 22, Landlord agrees to repair and maintain the following items: the roof coverings (provided that Tenant installs no additional air conditioning or other equipment on the roof that damages the roof coverings, in which event Tenant shall pay all costs resulting from the presence of such additional equipment), the mechanical systems servicing the Premises to include electrical and plumbing, and, following the completion of Landlord's Work, the repair and replacement of HVAC installed by Landlord (with Tenant to maintain the HVAC installed by Landlord which services the Premises and to maintain and repair any new HVAC installed by Tenant at any time during the Term, as set forth in Paragraph 13(a) above), the Parking Areas, pavement, landscaping, sprinkler systems, sidewalks, driveways, curbs, and lighting systems in the Common Areas. Subject to the provisions of Paragraphs 13(a), 21 and 22, Landlord, agrees to repair and maintain the following items: the structural portions of the roof and roof-covering materials (provided that Tenant installs no additional air conditioning or other equipment on the roof that damages the roof coverings, in which event Tenant shall pay all costs resulting from the presence of such additional equipment), the foundation, the footings, the floor slab, and the load bearing walls and exterior walls of the Building (excluding any glass). Notwithstanding anything in this Paragraph 13 to the contrary, Landlord shall have the right to either repair or to require Tenant to repair any damage to any portion of the Premises, the Building and/or the Project caused by or created due to any act, omission, negligence or willful misconduct of Tenant or Tenant's Agents and to restore the Premises, the Building and/or the Project, as applicable, to the condition existing prior to the occurrence of such damage; provided, however, that in the event Landlord elects to perform such repair and restoration work, Tenant shall reimburse Landlord upon demand for all costs and expenses incurred by Landlord in connection therewith. Landlord's obligation hereunder to repair and maintain is subject to the condition precedent that Landlord shall have received written notice of the need for such repairs and maintenance and a reasonable time to perform such repair and maintenance. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair, and failure to so report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such condition.

14. LANDLORD'S INSURANCE

Landlord shall purchase and keep in force commercially reasonable insurance coverage in commercially reasonable amounts, including without limitation fire, extended coverage and "all risk" insurance covering the Building and the Project. Tenant shall, at its sole cost and expense, comply with any and all reasonable requirements pertaining to the Premises, the Building and the Project of any insurer necessary for the maintenance of reasonable fire and commercial general liability insurance, covering the Building and the Project.

15. TENANT'S INSURANCE

Tenant shall obtain and maintain in full force during the Term of the Lease the following insurance coverage with respect to the Premises:

(a) **Commercial General Liability Insurance.** Without waiving its right to sovereign immunity under Florida law, Tenant shall maintain commercial general liability ("**CGL**") insurance at a limit of not less than One Million Dollars ($1,000,000) each occurrence, subject to a general aggregate of not less than Five Million Dollars ($5,000,000.00).

(b) **Property Insurance.** Tenant shall further maintain property damage insurance (**Property Policies**") upon the Premises, as well as on Tenant's equipment, fixtures, and personal property ("**Tenant's Property**"), against loss or damage by fire or other casualty, in the amount of at least One Hundred Percent (100%) of full insurable value. The proceeds from any Property Policies shall be disbursed in the following order: (i) the replacement and repair of the Premises; and (ii) the replacement of Tenant's equipment, fixtures and personal property.

(c) **Intentionally Deleted.**

(d) **Plate Glass Insurance.** Tenant shall maintain plate glass insurance covering the plate glass in the Premises.

(e) **Worker's Compensation.** Tenant shall maintain worker's compensation insurance as required by laws of the State where the Premises are located or of the United States.

(f) **Automobile Liability Insurance.** Tenant shall purchase and maintain commercially reasonable coverage for owned, hired and non-owned automobiles

Tenant shall be solely responsible for payment of premiums and Landlord or its designees shall not be required to pay any premium for such insurance. Tenant shall deliver to Landlord at least 15 days prior to the time such insurance is first required to be carried by Tenant, and thereafter at least 15 days prior to the expiration of such policy, either a duplicate original or certificate of insurance on all policies procured by Tenant in compliance with its obligations hereunder. If Tenant fails to obtain and provide any or all of the aforesaid insurance, then Landlord may, but shall not be required to, purchase such insurance on behalf of Tenant and add the cost of such insurance as additional rent payable with the next due installment of Fixed Minimum Rent.

Notwithstanding anything in the Lease to the contrary, Tenant has not and does not waive its right to sovereign immunity as provided in Section 768.28, Florida Statutes, and other applicable Florida law.

16. INDEMNIFICATION

(a) Each party agrees to defend, indemnify and hold harmless the other party, its officials, officers, managers, members, agents, affiliates, and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including reasonable attorney's fees) attributable to (i) the negligent and/or intentional acts or omissions of the indemnifying party, its

agents and/or contractors, and/or (ii) those of its officials and/or employees acting (A) within the scope of their employment and/or (B) during the course of employment to further a purpose or interest of the indemnifying party, and/or to the extent arising out of or resulting from the indemnifying party's negligent performance under this Lease. Further, Tenant agrees to defend, indemnify and hold harmless Landlord, its officers, managers, members, agents, affiliates, and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including reasonable attorney's fees) attributable to the negligent and/or intentional acts or omissions of Tenant and its agents and contractors within the Premises. The obligations under this Paragraph 16 shall survive the expiration or termination of this Lease.

(b) **No Impairment of Insurance.** The foregoing indemnity shall not relieve any insurance carrier of its obligations under any policies required to be carried by either party pursuant to this Lease, to the extent that such policies cover the peril or occurrence that results in the claim that is subject to the foregoing indemnity.

(c) **Sovereign Immunity.** Notwithstanding anything in the Lease to the contrary, Tenant has not and does not waive its right to sovereign immunity as provided in Section 768.28, Florida Statutes.

17. WAIVER OF SUBROGATION

All insurance policies carried by either party covering the Premises, including but not limited to contents, fire, and casualty insurance, shall to the extent permitted by law expressly waive any right on the part of the insurer against the other party, except with respect to the right of Landlord's insurer against Tenant in regard to deductibles under Landlord's insurance policy or policies. The failure of any insurance policy to include such waiver clause or endorsement shall not affect the validity of this Lease or relieve a party of liability to the other for failure to carry insurance required by this Lease. Tenant and Landlord further agree to waive all claims, causes of action and rights of recovery against the other, and their respective agents, officers, and employees, for any injury to or death of persons or any damage or destruction of persons, property or business which shall occur on or about the Premises originating from any cause whatsoever including the negligence of either party and their respective agents, officers, and employees to the extent such injury, death or property damage is required to be covered by a policy or policies maintained by either Landlord or Tenant pursuant to this Lease (and in the case of Tenant, to the extent that any loss, damage, theft, misappropriation or other casualty to Tenant's personal property could have been insured against by a policy or policies as described in Paragraph 15 above), except to the extent that such claims, causes of action and rights of recovery arise from Tenant's gross negligence or willful misconduct or Landlord's gross negligence or willful misconduct, and except that the foregoing waiver by Landlord shall not apply to claims, causes or action or rights of recovery in regard to deductibles under Landlord's insurance policy or policies. Notwithstanding anything herein to the contrary, if Tenant, its agents, officers, employees and/or contractors damages the Premises and/or the Property, Tenant shall be responsible for paying all deductibles under Landlord's insurance policy or policies in regard to such damage, up to $5,000 per incident.

18. SIGNS

Subject to compliance with local sign codes and governmental regulations and the provisions of this Section 18, Landlord shall permit Tenant to place signage above the Premises entry door. Landlord shall also permit Tenant to place signage at locations within the Project as shown on Exhibit F-1. All signs must comply with the requirements of **Exhibit F** attached hereto and incorporated herein and must be submitted to Landlord for written consent prior to the purchase and installation thereof, which consent shall not be unreasonably withheld. Except as provided in the preceding sentences, Tenant shall not place or permit to be placed in, upon, or about the Premises, the Building or the Project any exterior lights, decorations, balloons, flags, pennants, banners, advertisements or notices, or erect or install any signs, windows or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior the Premises (including being viewed from any of the interior common areas) without obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld. All such signage shall be designed, fabricated and installed at Tenant's sole cost and expense. Tenant shall remove any sign, advertisement or notice placed on the Premises, the Building and/or the Project's monument sign by Tenant upon the expiration of the Term or sooner termination of this Lease and shall repair any damage or injury to the Premises, the Building and/or the Project's monument sign caused thereby, all at Tenant's expense. If any signs are not removed, or necessary repairs not made, Landlord shall have the right to remove the signs and repair any damage or injury to the Premises, the Building and/or the Project's monument sign at Tenant's sole cost and expense.

19. FREE FROM LIENS

Tenant shall keep the Premises, the Building and the Project free from any liens arising out of any work performed, material furnished or obligations incurred by or for Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein and by law, the right but not the obligation to cause same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith (including, without limitation, attorneys' fees) shall be payable to Landlord by Tenant upon demand. Landlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law or that Landlord shall deem proper for the protection of Landlord, the Premises, the Building and the Project, from mechanics' and materialmen's liens. Tenant shall give to Landlord at least ten (10) business days' prior written notice of commencement of any repair or construction on the Premises.

20. ENTRY BY LANDLORD

Tenant shall permit Landlord and Landlord's Agents to enter into and upon the Premises at all reasonable times, upon reasonable notice (except in the case of an emergency, for which no notice shall be required), and subject to Tenant's reasonable security arrangements, for the purpose of inspecting the same or showing the Premises to prospective purchasers, lenders or tenants or to alter, improve, maintain and repair the Premises and/or the Building as required or permitted of Landlord under the terms hereof, or for any other business purpose, without any rebate of Rent and

without any liability to Tenant for any loss of occupation or quiet enjoyment of the Premises thereby occasioned (except for actual damages resulting from the negligence or willful misconduct of Landlord); and Tenant shall permit Landlord to post notices of non-responsibility and ordinary "**for sale**" or "**for lease**" signs. No such entry shall be construed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction or constructive eviction of Tenant from the Premises. Landlord may temporarily close entrances, doors, corridors, elevators or other facilities without liability to Tenant by reason of such closure in the case of an emergency and when Landlord otherwise reasonably deems such closure necessary for protection of life, limb, and property.

21. DESTRUCTION AND DAMAGE

(a) If the Premises are damaged by fire or other perils covered by extended coverage insurance, Tenant shall give Landlord immediate notice thereof and Landlord shall, at Landlord's option:

(i) In the event of total destruction (which shall mean destruction or damage in excess of twenty-five percent (25%) of the full replacement value thereof) of the Premises, elect either to commence promptly to repair and restore the Premises and prosecute the same diligently to completion, in which event this Lease shall remain in full force and effect; or not to repair or restore the Premises, in which event this Lease shall terminate. Landlord shall give Tenant written notice of its intention within sixty (60) days after the date (the **"Casualty Discovery Date"**) Landlord obtains actual knowledge of such destruction. If Landlord elects not to restore the Premises, this Lease shall be deemed to have terminated as of the Casualty Discovery Date.

(ii) In the event of a partial destruction (which shall mean destruction or damage to an extent not exceeding twenty-five percent (25%) of the full replacement value thereof) of the Premises for which Landlord will receive insurance proceeds sufficient to cover the cost to repair and restore such partial destruction and, if the damage thereto is such that the Premises may be substantially repaired or restored to its condition existing immediately prior to such damage or destruction within two hundred seventy (270) days from the Casualty Discovery Date, Landlord shall commence and proceed diligently with the work of repair and restoration, in which event the Lease shall continue in full force and effect. If such repair and restoration requires longer than two hundred seventy (270) days or if the insurance proceeds therefor (plus any amounts Tenant may elect or is obligated to contribute) are not sufficient to cover the cost of such repair and restoration, Landlord may elect either to so repair and restore, in which event the Lease shall continue in full force and effect, or not to repair or restore, in which event the Lease shall terminate. In either case, Landlord shall give written notice to Tenant of its intention within sixty (60) days after the Casualty Discovery Date. If Landlord elects not to restore the Premises, this Lease shall be deemed to have terminated as of the Casualty Discovery Date.

(iii) Notwithstanding anything to the contrary contained in this Paragraph, in the event of damage to the Premises occurring during the last twelve (12) months of the Term, Landlord may elect to terminate this Lease by written notice of such election given to Tenant within thirty (30) days after the Casualty Discovery Date.

(b) If the Premises are damaged by any peril not fully covered by insurance proceeds to be received by Landlord, and the cost to repair such damage exceeds any amount Tenant may agree to contribute, Landlord may elect either to commence promptly to repair and restore the Premises and prosecute the same diligently to completion, in which event this Lease shall remain in full force and effect; or not to repair or restore the Premises, in which event this Lease shall terminate. Landlord shall give Tenant written notice of its intention within sixty (60) days after the Casualty Discovery Date. If Landlord elects not to restore the Premises, this Lease shall be deemed to have terminated as of the date on which Tenant surrenders possession of the Premises to Landlord, except that if the damage to the Premises materially impairs Tenant's ability to continue its business operations in the Premises, then this Lease shall be deemed to have terminated as of the date such damage occurred.

(c) Notwithstanding anything to the contrary in this Paragraph 21, Landlord shall have the option to terminate this Lease, exercisable by notice to Tenant within sixty (60) days after the Casualty Discovery Date, in each of the following instances:

(i) If more than twenty-five percent (25%) of the full replacement value of the Building or the Project is damaged or destroyed, regardless of whether or not the Premises is destroyed.

(ii) If the Building or the Project or any portion thereof is damaged or destroyed and the repair and restoration of such damage requires longer than one hundred eighty (180) days from the date Landlord has actual knowledge of such damage or destruction, regardless of whether or not the Premises is destroyed.

(iii) If the Building or the Project or any portion thereof is damaged or destroyed and the insurance proceeds therefor are not sufficient to cover the costs of repair and restoration, regardless of whether or not the Premises is destroyed.

(iv) If the Building or the Project or any portion thereof is damaged or destroyed during the last twelve (12) months of the Term, regardless of whether or not the Premises is destroyed.

(d) In the event of repair and restoration as herein provided, the monthly installments of Base Rent shall be abated proportionately in the ratio which Tenant's use of the Premises is impaired during the period of such repair or restoration. Except as expressly provided in the immediately preceding sentence with respect to abatement of Base Rent, Tenant shall have no claim against Landlord for, and hereby releases Landlord and Landlord's Agents from responsibility for and waives its entire claim of recovery for any cost, loss or expense suffered or incurred by Tenant as a result of any damage to or destruction of the Premises, the Building or the Project or the repair or restoration thereof, including, without limitation, any cost, loss or expense resulting from any loss of use of the whole or any part of the Premises, the Building or the Project and/or any inconvenience or annoyance occasioned by such damage, repair or restoration.

(e) If Landlord is obligated to or elects to repair or restore as herein provided, Landlord shall repair or restore only the initial tenant improvements, if any, constructed by

Landlord in the Premises pursuant to the terms of this Lease together with any Alterations approved by Landlord which will become the property of Landlord upon expiration of this Lease, substantially to their condition existing immediately prior to the occurrence of the damage or destruction; and Tenant shall promptly repair and restore, at Tenant's expense, any other Alterations and Tenant's Personal Property.

22. CONDEMNATION

(a) If twenty-five percent (25%) or more of either the Premises, the Building or the Project or the Parking Areas is taken for any public or quasi-public purpose by any lawful governmental power or authority, by exercise of the right of appropriation, inverse condemnation, condemnation or eminent domain, or sold to prevent such taking (each such event being referred to as a "**Condemnation**"), Landlord may, at its option, terminate this Lease as of the date title vests in the condemning party. If ten percent (10%) or more of the Premises is taken by Condemnation and if the Premises remaining after such Condemnation and any repairs by Landlord would be untenantable for the conduct of Tenant's business operations, Tenant shall have the right to terminate this Lease as of the date title vests in the condemning party. If either party elects to terminate this Lease as provided herein, such election shall be made by written notice to the other party given within thirty (30) days after the nature and extent of such Condemnation have been finally determined. If neither Landlord nor Tenant elects to terminate this Lease to the extent permitted above, Landlord shall promptly proceed to restore the Premises, to the extent of any Condemnation award received by Landlord, to substantially the same condition as existed prior to such Condemnation, allowing for the reasonable effects of such Condemnation, and a proportionate abatement shall be made to the Base Rent corresponding to the time during which, and to the portion of the floor area of the Premises (adjusted for any increase thereto resulting from any reconstruction) of which, Tenant is deprived on account of such Condemnation and restoration, as reasonably determined by Landlord. Except as expressly provided in the immediately preceding sentence with respect to abatement of Base Rent, Tenant shall have no claim against Landlord for, and hereby releases Landlord and Landlord's Agents from responsibility for and waives its entire claim of recovery for any cost, loss or expense suffered or incurred by Tenant as a result of any Condemnation or the repair or restoration of the Premises, the Building or the Project or the parking areas for the Building or the Project following such Condemnation, including, without limitation, any cost, loss or expense resulting from any loss of use of the whole or any part of the Premises, the Building, the Project or the parking areas and/or any inconvenience or annoyance occasioned by such Condemnation, repair or restoration.

(b) Landlord shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection with any Condemnation, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise; provided, however, that Tenant shall be entitled to receive any award separately allocated by the condemning authority to Tenant for Tenant's relocation expenses or the value of Tenant's Property (specifically excluding fixtures, Alterations and other components of the Premises which under this Lease or by law are or at the expiration of the Term will become the property of Landlord), provided that such award does not reduce any award otherwise allocable or payable to Landlord.

23. ASSIGNMENT AND SUBLETTING

Except as provided in Paragraph 23(i) below, Tenant shall not voluntarily or by operation of law, (1) mortgage, pledge, hypothecate or encumber this Lease or any interest herein, (2) assign or transfer this Lease or any interest herein, sublease the Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed more than five (5) business days, provided that (i) Tenant is not then in Default under this Lease nor is any event then occurring which with the giving of notice or the passage of time, or both, would constitute a Default hereunder, and (ii) Tenant has not previously assigned or transferred this Lease or any interest herein or subleased the Premises or any part thereof. A transfer of greater than a fifty percent (50%) interest (whether stock, partnership interest, membership interest or otherwise) of Tenant, either in one (1) transaction or a series of transactions shall be deemed to be an assignment under this Lease unless substantially all of the assets of Tenant are transferred or the business continues to be operated in substantially the same manner. When Tenant requests Landlord's consent to such assignment or subletting, it shall notify Landlord in writing of the name and address of the proposed assignee or subtenant and the nature and character of the business of the proposed assignee or subtenant and, unless Tenant shall remain liable for all any obligations under the Lease accruing after such assignment, Tenant shall provide current and prior financial statements for the proposed assignee or subtenant, which financial statements shall be audited to the extent available and shall in any event be prepared in accordance with generally accepted accounting principles. Tenant shall also provide Landlord with a copy of the proposed sublease or assignment agreement, including all material terms and conditions thereof. Landlord shall have no right of participation, recapture or the right to change any terms of the Lease in the event of an approved or permitted sublease or assignment, provided that the sublessee and/or assignee shall not have any Renewal Option, any Expansion Option and/or any Right of First Offer unless it occupies the entire Premises following such assignment or subletting. Tenant shall not have any restrictions imposed on the sublease rate or other terms and conditions that can be quoted for the sublease, and Landlord may not withhold approval of a sublease or assignment on the basis that the proposed sublessee or assignee is an existing tenant or prospect in the Building or Project, provided that the sublessee and/or assignee shall not have any Renewal Option, any Expansion Option and/or any Right of First Offer unless it occupies the entire Premises following such assignment or subletting and that no use by the sublessee or assignee shall be permitted that violates Section 9.1 of the REA. All rights of the Tenant under the Lease shall inure to the benefit of the approved or permitted sublessee and/or assignee, provided that the sublessee and/or assignee shall not have any Renewal Option, any Expansion Option and/or any Right of First Offer unless it occupies the entire Premises following such assignment or subletting.

(a) Without otherwise limiting the criteria upon which Landlord may withhold its consent, but subject to all of the provisions of this Paragraph 23, Landlord shall be entitled to consider all reasonable criteria including, but not limited to, the following: (1) whether or not the proposed subtenant or assignee is engaged in a business which, and the use of the Premises will be in an manner which, is in keeping with the then character and nature of all other tenancies in the Project, (2) whether the use to be made of the Premises by the proposed subtenant or assignee will conflict with any so-called "exclusive" use then in favor of any other tenant of the Building

or the Project, and whether such use would be prohibited by any other portion of this Lease, including, but not limited to, any rules and regulations then in effect, or under applicable Laws, and whether such use imposes a greater load upon the Premises and the Building and Project services then imposed by Tenant, (3) the business reputation of the proposed individuals who will be managing and operating the business operations of the assignee or subtenant, and the long-term financial and competitive business prospects of the proposed assignee or subtenant, and (4) the creditworthiness and financial stability of the proposed assignee or subtenant in light of the responsibilities involved. In any event, Landlord may withhold its consent to any assignment or sublease, if (i) the actual use proposed to be conducted in the Premises or portion thereof conflicts with the provisions of Paragraph 9(a) or 9(b) above or with any other lease which restricts the use to which any space in the Building or the Project may be put or violations Section 9.1 of the REA, (ii) the proposed assignment or sublease requires alterations, improvements or additions to the Premises or portions thereof, (iii) the portion of the Premises proposed to be sublet is irregular in shape and/or does not permit safe or otherwise appropriate means of ingress and egress, or does not comply with governmental safety and other codes, or (iv) the proposed sublessee or assignee is either a governmental agency or instrumentality thereof.

(b) The assignment or sublease agreement, as the case may be, after approval by Landlord, shall not be amended without Landlord's prior written consent, and shall contain a provision directing the assignee or subtenant to pay the rent and other sums due thereunder directly to Landlord upon receiving written notice from Landlord that Tenant is in Default under this Lease with respect to the payment of Rent. In the event that, notwithstanding the giving of such notice, Tenant collects any rent or other sums from the assignee or subtenant, then Tenant shall hold such sums in trust for the benefit of Landlord and shall immediately forward the same to Landlord. Landlord's collection of such rent and other sums shall not constitute an acceptance by Landlord of attornment by such assignee or subtenant. A consent to one assignment, subletting, occupation or use shall not be deemed to be a consent to any other or subsequent assignment, subletting, occupation or use, and consent to any assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Except as permitted under this Paragraph 23, any assignment or subletting without Landlord's consent shall be void, and shall, at the option of Landlord, constitute a Default under this Lease.

(c) Notwithstanding any assignment or subletting, except as expressly provided to the contrary in this Paragraph 23, Tenant and any guarantor or surety of Tenant's obligations under this Lease shall at all times remain fully and primarily responsible and liable for the payment of the Rent and for compliance with all of Tenant's other obligations under this Lease (regardless of whether Landlord's approval has been obtained for any such assignment or subletting).

(d) Notwithstanding anything in this Lease to the contrary, in the event Landlord consents to an assignment or subletting by Tenant in accordance with the terms of this Paragraph 23, Tenant's assignee or subtenant shall have no right to further assign this Lease or any interest therein or thereunder or to further sublease all or any portion of the Premises. In furtherance of the foregoing, Tenant acknowledges and agrees on behalf of itself and any assignee or subtenant claiming under it (and any such assignee or subtenant by accepting such assignment or sublease shall be deemed to acknowledge and agree) that no sub-subleases or further assignments of this Lease shall be permitted at any time.

(e) If this Lease is assigned, whether or not in violation of the provisions of this Lease, Landlord may collect Rent from the assignee. If the Premises or any part thereof is sublet or used or occupied by anyone other than Tenant, whether or not in violation of this Lease, Landlord may, after an Event of Default by Tenant, collect Rent from the subtenant or occupant. In either event, Landlord may apply the net amount collected to Rent, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of the provisions of this Paragraph 23, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of Tenant's obligations under this Lease. The consent by Landlord to an assignment, mortgaging, pledging, encumbering, transfer, use, occupancy or subletting pursuant to any provision of this Lease shall not, except as otherwise provided herein, in any way be considered to relieve Tenant from obtaining the express consent of Landlord to any other or further assignment, mortgaging, pledging, encumbering, transfer, use, occupancy or subletting. References in this Lease to use or occupancy by anyone other than Tenant shall not be construed as limited to subtenants and those claiming under or through subtenants but as including also licensees or others claiming under or through Tenant, immediately or remotely. The listing of any name other than that of Tenant on any door of the Premises or on any directory or in any elevator in the Building, or otherwise, shall not, except as otherwise provided herein, operate to vest in the person so named any right or interest in this Lease or in the Premises, or be deemed to constitute, or serve as a substitute for, or any waiver of, any prior consent of Landlord required under this Paragraph 23.

(f) Except as expressly provided to the contrary in this Paragraph 23, each subletting and/or assignment pursuant to this Paragraph shall be subject to all of the covenants, agreements, terms, provision and conditions contained in this Lease and each of the covenants, agreements, terms, provisions and conditions of this Lease shall be automatically incorporated therein. If Landlord shall consent to, or reasonably withhold its consent to, any proposed assignment or sublease, Tenant shall indemnify, defend and hold harmless Landlord against and from any and all loss, liability, damages, costs and expenses (including reasonable counsel fees) resulting from any claims that may be made against Landlord by the proposed assignee or sublessee or by any brokers or other persons claiming a commission or similar in connection with the proposed assignment or sublease.

(g) Notwithstanding anything herein to the contrary, Tenant may assign this Lease or sublet the Premises to any of its subsidiaries or affiliates without Landlord's prior written consent, provided that (A) the assignee occupies the Premises after such assignment or subletting, (B) substantially all of Tenant's assets are transferred to the assignee, (C) no such assignment shall relieve Tenant of any obligations under the Lease accruing prior to such assignment, and (D) no such assignment shall relieve Tenant of any obligations under the Lease accruing after such assignment unless the affiliate or subsidiary has a net worth equal to or greater than that of Tenant.

24. INTENTIONALLY DELETED.

25. DEFAULTS.

(a) The occurrence of any of the following shall constitute an event of Default (each a "Default") under this Lease:

1. The vacating, abandonment or desertion of the Premises by Tenant for one (1) or more days.

2. A failure by Tenant to make any payment required to be made by Tenant hereunder, if such failure continues for five (5) days after written notice thereof by Landlord to Tenant.

3. A failure by Tenant to observe and perform any other provision of this Lease, whereby such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant. In the event Tenant requires more than thirty (30) days to cure the default, and if (i) Tenant notifies Landlord in writing that the process of curing the default has commenced; (ii) Tenant keeps Landlord apprised of its efforts to cure the default; and (iii) Tenant cures the default no later than sixty (60) days after the end of such thirty (30)-day period, said occurrence shall not constitute an event of Default under the Lease.

(b) In the event of a Default by Tenant, in addition to any rights or remedies available to Landlord at law or in equity, Landlord shall have the option to pursue any one or more of the following remedies, without limitation, and without any notice or demand whatsoever:

(1) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord and remove Tenant's trade fixtures and personal property from the Premises in strict compliance with the provisions of Paragraph 11 of the Lease. Landlord may, without prejudice to any other remedy which it may have, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim of damages therefore.

(2) Not terminate this Lease but rather, without further notice to Tenant, enter upon and take possession of the Premises, change the door locks and exclude Tenant therefrom, if permitted by applicable law, and, if Landlord so elects, make such alterations and repairs as may be necessary to re-let the Premises or any part thereof, as the agent of Tenant, at such rent and for such term and subject to such terms and conditions as Landlord may deem advisable and receive the rent therefore. Within five (5) days after the date of written notice from Landlord that Landlord has retaken possession of the Premises without terminating the Lease, time being of the essence, Tenant may remove any of Tenant's remaining trade fixtures and personal property from the Premises in strict compliance with the provisions of Paragraph 11 of the Lease. Upon each such re-letting all rentals received by the Landlord for 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 loss and expenses of such re-letting, including brokerage fees and attorneys' fees and costs of such alterations and repairs; third, to the payment of rent 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; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such re-letting. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

(3) 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, reasonable attorneys' fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the Lease Term over the then fair market value of the Premises as determined by comparing similarly situated tenants in similarly sized spaces within the geographic area of the Center (adjusted to take into account leasing agent commissions and any customary concessions) for the remaining portion of the Lease Term, discounted to present value at a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank, all of which amounts shall be immediately due and payable from Tenant to Landlord upon demand. In determining the rent which would be payable by Tenant hereunder, subsequent to default, the annual rent for each year of the unexpired term shall be equal to the greater of (i) the average Minimum Rent and Percentage Rent paid by Tenant from the Rental Commencement Date to the time of default, or during the preceding two (2) calendar years, whichever period is shorter or (ii) the Minimum Rent at the stated rate for the balance of the term and Percentage Rent at five percent (5%) higher than the average amount payable during the 12-month period prior to the default.

(4) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the covenants and provisions herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

(5) If, because of any breach or default by Tenant in Tenant's obligations hereunder, it shall become necessary for Landlord to employ a collections agency or an attorney to enforce or defend any of the Landlord's rights or remedies hereunder, Tenant agrees to pay reasonable collections and attorneys' fees and court costs incurred by Landlord in such connection, whether or not a lawsuit is brought.

(6) If Landlord exercises any of its remedies under this Paragraph 25, Landlord shall not be liable to Tenant for any compensatory, punitive, special, consequential, incidental, statutory, and/or other damages arising directly or indirectly from the expulsion, removal and/or exclusion of Tenant from the Premises.

26. LANDLORD'S RIGHT TO PERFORM TENANT'S OBLIGATIONS

(a) Without limiting the rights and remedies of Landlord contained in Paragraph 25 above, if Tenant shall be in Default in the performance of any of the terms, provisions, covenants or conditions to be performed or complied with by Tenant pursuant to this Lease, then Landlord may at Landlord's option, without any obligation to do so, and without notice to Tenant perform any such term, provision, covenant, or condition, or make any such payment and Landlord by reason of so doing shall not be liable or responsible for any loss or damage thereby sustained by Tenant or anyone holding under or through Tenant or any of Tenant's Agents.

(b) Without limiting the rights of Landlord under Paragraph 26(a) above, Landlord shall have the right at Landlord's option, without any obligation to do so, to perform any of Tenant's covenants or obligations under this Lease without notice to Tenant in the case of an emergency, as determined by Landlord in its sole and absolute judgment, or if Landlord otherwise determines in its sole discretion that such performance is necessary or desirable for the proper management and operation of the Building or the Project or for the preservation of the rights and interests or safety of other tenants of the Building or the Project.

(c) If Landlord performs any of Tenant's obligations hereunder in accordance with this Paragraph 26, the full amount of the cost and expense incurred or the payment so made or the amount of the loss so sustained shall immediately be owing by Tenant to Landlord, and Tenant shall promptly pay to Landlord upon demand, as Additional Rent, the full amount thereof with interest thereon from the date of payment by Landlord at the lower of (i) twelve percent (12%) per annum, or (ii) the highest rate permitted by applicable law.

27. ATTORNEY'S FEES

If either party hereto fails to perform any of its obligations under this Lease or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Lease, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Lease shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Lease and to survive and not be merged into any such judgment.

28. TAXES

(a) Tenant shall be liable for and shall pay directly to the taxing authority, prior to delinquency, all taxes levied against Tenant's Property. If any Alteration installed by Tenant pursuant to Paragraph 12 or any of Tenant's Property is assessed and taxed with the Project or Building, Tenant shall pay such taxes to Landlord within ten (10) days after delivery to Tenant of a statement therefor.

(b) Tenant shall pay to Landlord, as additional rent, without demand, offset or deduction, Tenant's share of "Real Estate Taxes" (as hereinafter defined) as specified herein. Tenant's share of "Real Estate Taxes" shall be computed by multiplying the total amount of such taxes by a fraction, the numerator of which shall be the total number of square feet in the Premises, and the denominator of which shall be the total number of square feet in the Project.

The term "**Real Estate Taxes**" shall include real estate taxes and assessments, water and sewer rents (except water and sewer charges which are measured by the consumption of the actual user) and all other governmental levies and charges, general and special, extraordinary as well as ordinary, each installment thereof which shall be levied, assessed or imposed, become due and

payable, or liens upon or arising in connection with the use, occupancy or possession of the Project or any part thereof or any land, buildings or other improvements therein (as initially or at any time thereafter constructed), including interest on installment payments, and all costs and fees (including reasonable attorney's and appraiser's fees) incurred by Landlord in contesting or settling Real Estate Taxes; provided, however, that if at any time during the Term the methods of taxation prevailing at the Lease Date shall be altered so that in addition to, or in lieu of, or as a substitute for Real Estate Taxes now levied, assessed or imposed on real estate as such there shall be levied, assessed or imposed (i) a tax on the rents received from such real estate, or (ii) a license fee measured by the rents receivable by Landlord for the Project or any portion thereof, or (iii) a tax or license fee imposed upon Landlord which is otherwise measured by or based upon the Project or any portion thereof, then the same shall be included in Real Estate Taxes, computed as if the amount so payable were that part due if the Project was the only property of Landlord subject thereto. Landlord shall estimate Real Estate Taxes based on the amounts levied the previous year, prorated to match the Term of this Lease, and Tenant shall pay one-twelfth (1/12) of such estimate in equal monthly installments, together with the payment of Base Rent. In the event the aggregate of Tenant's installments during any such period (or part thereof) shall be less than the amount of taxes due from Tenant, such deficiency shall be paid to Landlord within ten (10) days after demand therefore. For any period within the Term which is less than a full year, Tenant's share of Real Estate Taxes shall be appropriately prorated. As of the Effective Date, Tenant's share of Real Estate Taxes is estimated to be $0.56 per square foot per annum.

(c) If not exempt under state law, Tenant shall be liable for and shall pay directly to Landlord monthly the "**Florida Sales and Use Tax**", which is calculated by multiplying 6.5% times the amount of all Rent due by Tenant under the Lease. The Florida Sales and Use Tax May be subject to adjustment by the State of Florida.

29. EFFECT OF CONVEYANCE

The term "**Landlord**" as used in this Lease means, from time to time, the then current owner of the Building or the Project containing the Premises (or the receiver appointed to oversee the Building or the Project), so that, in the event of any sale of the Building or the Project, Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed and construed, without further agreement between the parties and the purchaser at any such sale, that the purchaser of the Building or the Project has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder.

30. TENANT'S ESTOPPEL CERTIFICATE

From time to time, within five (5) days of Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord or its designee, a statement in writing (a) identifying this Lease and all amendments thereto and certifying that this Lease, as so amended, is in full force and effect, and setting forth the dates to which the rent and any other charges have been paid, (b) certifying the Commencement Date and Expiration Date of the Term, (c) describing any and all options or rights to renew, extend, expand and/or purchase in favor of Tenant, if any, or certifying that there are none, if none, (d) listing any and all defaults of Landlord and/or Tenant and any existing circumstances or events which, the giving of notice or the passage of time, or both, may constitute defaults, and (e) a statement in writing from any

guarantor of this Lease certifying that said guaranty is in full force and effect (an "**Estoppel Certificate**"), and such Estoppel Certificates so delivered to the Landlord may be relied upon by any prospective purchaser of, or by any mortgagee or prospective holder of a mortgage or other security interest in the Building or Project of which the Premises are a part. Tenant's failure to deliver such Estoppel Certificates within such time period shall be conclusive upon Tenant that this Lease is in full force and effect, without modification, except as may be represented by Landlord, that there are no defaults in Landlord's performance, and that not more than one (1) month's rental has been paid in advance and, at Landlord's election, shall constitute a Default under this Lease.

31. SUBORDINATION

This Lease, and all rights of Tenant hereunder, are and shall be subject and subordinate to all ground leases, overriding leases and underlying leases affecting the Building or the Project now or hereafter existing and each of the terms, covenants and conditions thereto (the "**Superior Lease(s)**"), and to all mortgages which may now or hereafter affect the Building, the Property or any of such leases and each of the terms, covenants and conditions thereto (the "**Superior Mortgage(s)**"), whether or not such mortgages shall also cover other lands, buildings or leases, to each and every advance made or hereafter to be made under such mortgages, and to all renewals, modifications, replacements and extensions of such leases and such mortgages and spreaders and consolidations of such mortgages. This Paragraph shall be self-operative and no further instrument of subordination shall be required. Tenant shall promptly execute, acknowledge and deliver any reasonable instrument that Landlord, the lessor under any such lease or the holder of any such mortgage or any of their respective successors in interest may reasonably request to evidence such subordination; if Tenant fails to execute, acknowledge or deliver any such instrument within ten (10) business days after request therefor, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact, coupled with an interest, to execute and deliver any such instrument for and on behalf of Tenant. As used herein the lessor of a Superior Lease or its successor in interest is herein called "**Superior Lessor**"; and the holder of a Superior Mortgage is herein called "**Superior Mortgagee**".

If any Superior Lessor or Superior Mortgagee shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed (such party so succeeding to Landlord's rights herein called "**Successor Landlord**"), then Tenant shall attorn to and recognize such Successor Landlord as Tenant's landlord under this Lease (without the need for further agreement) and shall promptly execute and deliver any reasonable instrument that such Successor Landlord may reasonably request to evidence such attornment. This Lease shall continue in full force and effect as a direct lease between the Successor Landlord and Tenant upon all of the terms, conditions and covenants as are 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, except to the extent such act or omission shall constitute a continuing Landlord default hereunder; (b) be subject to any offset, not expressly provided for in this Lease; or (c) be bound by any previous prepayment of more than one month's Base Rent, unless such prepayment shall have been expressly approved in writing by the Successor Landlord or its predecessor in interest.

32. ENVIRONMENTAL COVENANTS

(a) Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated or disposed of in, on or about the Premises by Tenant or its agents, employees, contractors or invitees, except for such Hazardous Substances that are normally utilized in and are necessary to Tenant's business. Any such Hazardous Substances permitted on the Premises as hereinabove provided, and all containers therefor, shall be used, kept, stored and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to any such Hazardous Substances. Tenant shall indemnify and hold Landlord harmless from any and all claims, damages, fines, judgments, penalties, costs, fees, taxes, expenses or liabilities (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Term to the extent such results from the use, storage, generation or disposal of Hazardous Substances in, on or about the Premises by Tenant or its agents, employees, contractors or invitees.

(b) As used herein, "**Hazardous Substances**" means any substance which directly or indirectly is harmful to human health or the natural environment and which is regulated by any state or local government with jurisdiction over the premises, or by the United States government, for purposes of preventing harm to human health or the natural environment. "**Hazardous Substances**" includes any and all materials or substances which are defined as a "hazardous material", "hazardous waste", "extremely hazardous waste" or "hazardous substance" pursuant to state, federal or local governmental laws applicable to the premises. "**Hazardous Substances**" includes but is not restricted to asbestos, polychlorinated biphenyls ("**PCBs**") and petroleum products.

(c) Upon reasonable notice to Tenant, Landlord may inspect the Premises for the purpose of determining whether there exists on the Premises any Hazardous Substances or other condition or activity that is in violation of the requirements of this Lease or of any environmental laws. The right granted to Landlord herein to perform inspections shall not create a duty on Landlord's part to inspect the Premises, or liability on the part of Landlord for Tenant's use, storage or disposal of Hazardous Substances, it being understood that Tenant shall be solely responsible for all liability in connection therewith.

(d) Tenant shall surrender the Premises to Landlord upon the expiration or earlier termination of this Lease free of debris, waste or Hazardous Substances placed on or about the Premises by Tenant or its agents, employees, contractors or invitees, and in a condition which complies with all environmental laws.

(e) Landlord represents and warrants as of the Effective Date that to the current actual knowledge of Steven Maksin, Manager of Landlord, without inquiry or investigation, the Building and Property are free of Hazardous Substances, except as set forth in that certain Phase I Environmental Site Assessment dated June 6, 2012, performed by the Orin Group, LLC for a prior owner or manager of the Building and Property, including the assumptions, limitations and exceptions set forth therein. Landlord will indemnify and hold harmless Tenant against any Hazardous Substances contained in the Building or Property that were introduced prior to the first entry upon the Premises by Tenant, its contractors, representatives, agents and employees after the Effective Date.

(f) The provisions of this Paragraph 32 shall survive the expiration or earlier termination of this Lease.

33. NOTICES

All notices and demands which are required or may be permitted to be given to either party by the other hereunder shall be in writing and shall be sent by United States mail, postage prepaid, certified, or by personal delivery or nationally recognized overnight courier, addressed to the addressee at Tenant's Address or Landlord's Address as specified in the Basic Lease Information, or to such other place as either party may from time to time designate in a notice to the other party given as provided herein. Copies of all notices and demands given to Landlord shall additionally be sent to Landlord's property manager at the address specified in the Basic Lease Information or at such other address as Landlord may specify in writing from time to time. Notice shall be deemed given upon actual receipt (or attempted delivery if delivery is refused), if personally delivered, or one (1) business day following deposit with a reputable overnight courier that provides a receipt, or on the third (3rd) day following deposit in the United States mail in the manner described above.

34. WAIVER

The waiver of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No delay or omission in the exercise of any right or remedy of Landlord in regard to any Default by Tenant shall impair such a right or remedy or be construed as a waiver. Any waiver by Landlord of any Default must be in writing and shall not be a waiver of any other Default concerning the same or any other provisions of this Lease.

35. HOLDING OVER

Any holding over after the expiration of the Term, without the express written consent of Landlord, shall constitute a Default and, without limiting Landlord's remedies provided in this Lease, such holding over shall be construed to be a tenancy at sufferance, at a rental rate equal to (i) the Base Rent due as of the last month of the Term in this Lease, plus Additional Rent, for the initial four (4) months of holding over; and (ii) one hundred fifty percent (150%) of the Base Rent due in this Lease, plus Additional Rent, for any months holding over thereafter, and shall otherwise be on the terms and conditions herein specified, so far as applicable; provided, however, in no event shall any renewal, expansion or other option contained in this Lease be deemed applicable to any such tenancy at sufferance If the Premises are not surrendered at the end of the Term or sooner termination of this Lease, and in accordance with the provisions of Paragraphs 11 and 32, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all loss or liability resulting from delay by Tenant in so surrendering the Premises including, without limitation, any loss or liability resulting from any claim against Landlord made by any succeeding tenant or prospective tenant founded on or resulting from such delay and losses to Landlord due to

lost opportunities to lease any portion of the Premises to any such succeeding tenant or prospective tenant, together with, in each case, actual attorneys' fees and costs.

36. SUCCESSORS AND ASSIGNS

The terms, covenants and conditions of this Lease shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, personal representatives and assigns of all of the parties hereto. If Tenant shall consist of more than one entity or person, the obligations of Tenant under this Lease shall be joint and several.

37. TIME

Time is of the essence of this Lease and each and every term, condition and provision herein.

38. BROKERS

Landlord and Tenant each represents and warrants to the other that neither it nor its officers or agents nor anyone acting on its behalf has dealt with any real estate broker except the Broker(s) specified in the Basic Lease Information in the negotiating or making of this Lease, and each party agrees to indemnify and hold harmless the other from any claim or claims, and costs and expenses, including attorneys' fees, incurred by the indemnified party in conjunction with any such claim or claims of any other broker or brokers to a commission in connection with this Lease as a result of the actions of the indemnifying party. At the signing of this Lease, the Broker(s) identified in the Basic Lease Information represented the party noted therein. All sums paid and/or to be paid by Landlord to the Broker(s) in regard to this Lease pursuant to a separate agreement are referred to collectively herein as "**Commissions**".

39. LIMITATION OF LIABILITY

Tenant agrees that, in the event of any default or breach by Landlord under this Lease or arising in connection herewith or with Landlord's operation, management, leasing, repair, renovation, alteration or any other matter relating to the Project or the Premises, Tenant's remedies shall be limited solely and exclusively to an amount which is equal to the interest in the Building of the then current Landlord provided that in no event shall such liability extend to any sales or insurance proceeds received by Landlord or the "**Landlord Parties**" in connection with the Project, Building or Premises. For purposes of this Lease, "**Landlord Parties**" shall mean, collectively Landlord, its partners, beneficiaries, trustees, shareholders, officers, directors, employees, agents, attorneys and/or any successor in interest of any of them. Neither Landlord, nor any of the Landlord Parties shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. The limitations of liability contained in this Paragraph 39 shall inure to the benefit of Landlord's and the Landlord Parties' present and future partners, beneficiaries, officers, directors, trustees, shareholders, agents and employees, and their respective partners, heirs, executors, personal representatives, successors and assigns. Under no circumstances shall any present or future partner of Landlord (if Landlord is a partnership), future member in Landlord (if Landlord is a limited liability company) or trustee or beneficiary (if Landlord or any partner or member of Landlord is a trust), have any liability for the performance of Landlord's obligations

under this Lease. Notwithstanding any contrary provision herein, neither Landlord nor the Landlord Parties shall be liable under any circumstances for injury or damage to, or interference with Tenant's business, including but not limited to, loss or profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring. The provisions of this Paragraph shall apply only to the Landlord and the parties herein described, and shall not be for the benefit of any insurer or any other third party.

40. INTENTIONALLY DELETED

41. RULES AND REGULATIONS

Tenant agrees to comply with the rules and regulations attached hereto as **Exhibit E-1** and the code of conduct attached hereto as **Exhibit E-2**, along with any modifications, amendments and supplements thereto, and such reasonable rules and regulations as Landlord may adopt in the future, from time to time, for the orderly and proper operation of the Building and the Project (collectively, the "**Rules and Regulations**"). The Rules and Regulations may include, but shall not be limited to, the following: (a) restriction of employee parking to a limited, designated area or areas; and (b) regulation of the removal, storage and disposal of Tenant's refuse and other rubbish. The then current Rules and Regulations attached hereto shall be binding upon Tenant upon execution and delivery of the Lease to the parties. Landlord shall not be responsible to Tenant for the failure of any other person to observe and abide by any of said Rules and Regulations.

42. MORTGAGEE PROTECTION

(a) **Modifications for Lender.** If, in connection with obtaining financing for the Project or any portion thereof, Landlord's lender shall request reasonable modifications to this Lease as a condition to such financing, Tenant shall not unreasonably withhold, delay or defer its consent to such modifications, provided such modifications do not materially adversely affect Tenant's rights or increase Tenant's obligations under this Lease.

(b) **Rights to Cure.** Tenant agrees to give to any trust deed or mortgage holder ("**Holder**"), by a method provided for in Paragraph 33 above, at the same time as it is given to Landlord, a copy of any notice of default given to Landlord, provided that prior to such notice Tenant has been notified, in writing, (by way of notice of assignment of rents and leases, or otherwise) of the address of such Holder. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the Holder shall have an additional reasonable period within which to cure such default, or if such default cannot be cured without Holder pursuing its remedies against Landlord, then such additional time as may be necessary to commence and complete a foreclosure proceeding, provided Holder commences and thereafter diligently pursues the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings, if necessary to effect such cure), in which event this Lease shall not be terminated.

43. ROOF ACCESS

Subject to the other provisions in this Lease, Tenant shall be permitted to access and have the non-exclusive use of the roof of the Building for installing, replacing, inspecting and/or performing maintenance obligations (at Tenant's sole expense and risk) with respect to one (1)

satellite dish and related equipment; provided that: (i) the plans and specifications for any such satellite dish and related equipment shall be subject to Landlord's prior approval, which shall not be unreasonably withheld, conditioned or delayed; (ii) the satellite dish and related equipment shall not violate any applicable law; (iii) any such satellite dish and related equipment shall be installed in a location approved by Landlord, in its reasonable discretion, which consent is deemed to include the requirement that Tenant install screening to hide the equipment from view; (iv) if such installation requires roof penetration, such installation shall be conducted under the direct supervision of Landlord's roof contractor (or such other contractor engaged by Tenant and approved by Landlord in writing, who must comply with the insurance requirements of this Lease prior to engaging in any work in the Project); (v) such installation shall not invalidate Landlord's roof warranty or violate any restriction(s) contained in any lease or operating agreement affecting the Project; (vi) Tenant shall comply with all applicable laws and all applicable provisions of this Lease; (vii) Tenant shall be responsible for any damage to the Premises, roof or to other property or persons caused by such satellite dish or related equipment (unless caused by Landlord's or claimant(s)'s gross negligence or willful misconduct); and, (viii) Landlord shall have no liability to Tenant for any loss or damage to Tenant resulting from Tenant's use of the satellite dish or related equipment (except to the extent caused by Landlord's gross negligence or willful misconduct or as otherwise provided herein).

44. PARKING

(a) Provided that Tenant shall comply with and abide by Landlord's parking rules and regulations from time to time in effect, Tenant shall have a license to use the parking of standard size passenger automobiles the number of non-exclusive and undesignated parking spaces in the Parking Areas, provided, however, that Landlord shall not be required to enforce Tenant's right to use such parking spaces; and, provided further, that the number of parking spaces allocated to Tenant hereunder shall be reduced on a proportionate basis in the event any of the parking spaces in the Parking Areas are taken or otherwise eliminated as a result of any Condemnation or casualty event affecting such Parking Areas or any modifications made by Landlord to such Parking Areas or any reduction in the size of the Premises. All unreserved spaces will be available on a first-come, first-served basis in common with other tenants of and visitors to the Project in parking spaces provided by Landlord from time to time in the Project's Parking Areas. Tenant's license to use the parking spaces provided for herein shall be subject to such terms, conditions, rules and regulations as Landlord or the operator of the Parking Area may impose from time to time, including, without limitation, the imposition of a parking charge.

(b) Neither Landlord nor its Agents shall be liable for: (i) loss or damage to any vehicle or other personal property parked or located upon or within such parking spaces or any Parking Areas whether pursuant to this license or otherwise and whether caused by fire, theft, explosion, strikes, riots or any other cause whatsoever; or (ii) injury to or death of any person in, about or around such parking spaces or any Parking Areas or any vehicles parking therein or in proximity thereto whether caused by fire, theft, assault, explosion, riot or any other cause whatsoever and Tenant hereby waives any claim for or in respect to the above and against all claims or liabilities arising out of loss or damage to property or injury to or death of persons, or both, relating to any of the foregoing. Tenant shall not assign any of its rights hereunder and in the event an attempted assignment is made, it shall be void.

(c) In the event any tax, surcharge or regulatory fee is at any time imposed by any governmental authority upon or with respect to parking or vehicles parking in the parking spaces referred to herein, Tenant shall pay such tax, surcharge or regulatory fee as Additional Rent under this Lease, such payments to be made in advance and from time to time as required by Landlord (except that they shall be paid monthly with Base Rent payments if permitted by the governmental authority).

45. ENTIRE AGREEMENT

This Lease, including the Exhibits and any Addenda attached hereto, which are hereby incorporated herein by this reference, contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein or therein, shall be of any force and effect. If there is more than one Tenant, the obligations hereunder imposed shall be joint and several.

46. INTEREST

Any installment of Rent and any other sum due from Tenant under this Lease which is not received by Landlord within five (5) days from when the same is due shall bear interest from the date such payment was originally due under this Lease until paid at the rate of twelve percent (12%) per annum, or if twelve percent per annum is greater than the amount of interest allowable by law, the amount allowable by law. Payment of such interest shall not excuse or cure any Default by Tenant. In addition, Tenant shall pay all costs and attorneys' fees incurred by Landlord in collection of such amounts.

47. GOVERNING LAW; CONSTRUCTION; VENUE

This Lease shall be construed and interpreted in accordance with the internal laws of state in which the Premises are located and venue for all disputes shall be the circuit court in the Ninth Judicial Circuit of Florida, in Orange County. The parties acknowledge and agree that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Lease, including the Exhibits and any Addenda attached hereto. All captions in this Lease are for reference only and shall not be used in the interpretation of this Lease. Whenever required by the context of this Lease, the singular shall include the plural, the masculine shall include the feminine, and vice versa. If any provision of this Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect.

48. REPRESENTATIONS AND WARRANTIES OF TENANT

Tenant hereby makes the following representations and warranties, each of which is material and being relied upon by Landlord, is true in all respects as of the date of this Lease, and shall survive the expiration or termination of the Lease.

(a) Tenant is duly organized, validly existing and in good standing under the laws of the state of its organization, and is qualified to do business in the state in which the Premises is located. The person executing this Lease on behalf of Tenant has the full right and authority to execute this Lease on behalf of Tenant and to bind Tenant without the consent or approval of any

other person or entity. Tenant has full power, capacity, authority and legal right to execute and deliver this Lease and to perform all of its obligations hereunder. Assuming this Lease is enforceable against the Landlord, this Lease is a legal, valid and binding obligation of Tenant, enforceable in accordance with its terms.

(b) Tenant has not (1) made a general assignment for the benefit of creditors, (2) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by any creditors, (3) suffered the appointment of a receiver to take possession of all or substantially all of its assets, (4) suffered the attachment or other judicial seizure of all or substantially all of its assets, (5) admitted in writing its inability to pay its debts as they come due, or (6) made an offer of settlement, extension or composition to its creditors generally.

49. NAME OF BUILDING

In the event Landlord chooses to change the name or address of the Building and/or the Project, Tenant agrees that such change shall not affect in any way its obligations under this Lease, and that, except for the name or address change, all terms and conditions of this Lease shall remain in full force and effect. Tenant agrees further that such name or address change shall not require a formal amendment to this Lease, but shall be effective upon Tenant's receipt of written notification from Landlord of said change.

50. SECURITY

(a) Tenant acknowledges and agrees that, while Landlord may in its sole and absolute discretion engage security personnel to patrol the Building or the Project, Landlord is not providing any security services with respect to the Premises and that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises, the Building or the Project.

(b) Tenant hereby agrees to the exercise by Landlord, within its sole discretion, of such security measures as, but not limited to, the evacuation of the Premises, the Building or the Project for cause, suspected cause or for drill purposes, the denial of any access to the Premises, the Building or the Project and other similarly related actions that it deems necessary to prevent any threat of property damage or bodily injury. The exercise of such security measures by Landlord and Landlord's Agents, and the resulting interruption of service and cessation of Tenant's business, if any, shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, or render Landlord or Landlord's Agents liable to Tenant for any resulting damages or relieve Tenant from Tenant's obligations under this Lease.

51. JURY TRIAL WAIVER

Tenant hereby waives any right to trial by jury with respect to any action or proceeding (i) brought by Landlord, Tenant or any other party, relating to (A) this Lease and/or any understandings or prior dealings between the parties hereto, or (B) the Premises, the Building or the Project or any part thereof, or (ii) to which Landlord is a party.

52. RECORDATION

Neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by any one acting through, under or on behalf of Tenant, and the recording thereof in violation of this provision shall make this Lease null and void at Landlord's election.

53. RIGHT TO LEASE

Landlord reserves the absolute right to effect such other tenancies in the Project as Landlord in the exercise of its sole business judgment shall determine to best promote the interest of the Project. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Term, occupy any space in the Project.

54. FORCE MAJEURE

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to the Lease (collectively, "**Force Majeure**"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance cause by a Force Majeure.

55. ACCEPTANCE

This Lease shall only become effective and binding upon full execution hereof by Landlord and delivery of a signed copy to Tenant.

56. QUIET ENJOYMENT

Subject to the provisions of this Lease and conditioned upon performance of all of the provisions to be performed by Tenant hereunder, Landlord shall secure to Tenant during the Lease Term the quiet and peaceful possession of the Premises and all rights and privileges appertaining thereto.

57. INTENTIONALLY DELETED.

58. COUNTERPARTS.

This Agreement may be executed in several counterparts, each signature page of which shall be deemed to be an original copy, all of which together, when attached to the body hereof, will constitute one Agreement, binding upon both parties, notwithstanding that both parties shall not have signed the same counterparts. If any counterpart to this Agreement is transmitted by

facsimile machine, email or other electronic medium, it will be treated for all purposes as an original document.

59. **RADON.**

The following disclosure is required by Florida Statutes, Section 404.056(8): "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." Landlord has not conducted radon testing for the Project, the Building or the Premises. Landlord disclaims any and all representations and warranties regarding the absence of radon gas or radon gas producing conditions in connection with the Premises.

60. **TENANT'S RIGHT TO TERMINATE**

Notwithstanding anything herein to the contrary, it is expressly understood and agreed that the moneys available to Tenant for the payment of rents under this Lease are received from federal and state funding sources (the "**Funding Sources**"). This Lease, therefore, is subject to the condition that such funds are made available for carrying out the functions and programs which this Lease contemplates.

If, after the first twelve (12) months following the Commencement Date, the funding appropriated, granted, or otherwise to be provided by the Funding Sources is reduced by an amount that Tenant determines in good faith will render Tenant's anticipated future revenues insufficient, when taking into account Tenant's other budgeted expenses, to pay the rent expense on all its leased properties, then provided Tenant is not in default hereunder beyond any applicable cure period, Tenant may terminate this Lease as follows:

(i) Tenant must provide the Landlord at least ten (10) business days' prior written notice of the meeting of Tenant's Board of Directors at which the board will consider termination of this Lease;

(ii) the Tenant's Board of Directors must vote, at a public meeting, to terminate this Lease;

(iii) the date of termination, as approved by the Board of Directors, must be no sooner than one hundred fifty (150) days after the board vote to terminate the Lease;

(iv) the Tenant must notify the Landlord in writing of the decision of the Board of Directors to terminate the Lease no later than three (3) business days after the vote to terminate; and

(v) the Tenant must provide to the Landlord no later than fifteen (15) days after the vote by the Board of Directors reasonable evidence of the loss of funding underlying the decision by the board to terminate the Lease;

In the event of such termination, the following amounts shall become immediately due and payable by the Tenant to the Landlord: (i) the remaining unpaid balance of the "**Improvement Allowance**" (as defined in Exhibit C) , without notice, demand, abatement, offset, rebate, credit or deduction for any reason whatsoever, and (ii) an amount equal to the unamortized portion of the Broker Commissions paid by the Landlord with respect to this Lease under separate agreement. Payment thereof shall be delivered to the Landlord no later than 60 days after the Board of Directors votes to terminate. Notwithstanding anything to the contrary herein, Tenant shall not have any right to terminate this Lease within the first twelve (12) months after the Commencement Date and/or if Tenant is in default hereunder beyond any applicable cure period.

61. RIGHT OF FIRST REFUSAL

During the initial Term, provided that Tenant is not in default hereunder beyond any applicable cure period, Tenant shall have a right of first refusal to lease certain vacant spaces adjacent to the Premises (each, a "**Contiguous Space**") as specifically cross hatched and identified on Exhibit B of the Lease. Upon receipt of a bona-fide third-party offer (the "**Offer**"), Landlord shall notify Tenant in writing along with a copy of the Offer ("**Landlord's Notice**"). For seven (7) days after receipt of Landlord's Notice, Tenant shall have a one-time right to lease the applicable Contiguous Space upon the same terms and conditions as set forth in such Offer. If, within such seven (7) day period, Landlord does not receive from Tenant written notice that Tenant shall lease the applicable Contiguous Space upon the same terms and conditions as set forth in such Offer ("**Tenant's Acceptance**"), **TIME OF THE ESSENCE**, Tenant shall be deemed to have waived its right of first refusal and such one-time right of first refusal with respect to the applicable Contiguous Space shall terminate and be of no further force or effect. If Tenant timely delivers Tenant's Acceptance to Landlord, no later than seven (7) days after delivery thereof, Tenant must execute and deliver to Landlord a lease agreement for the applicable Contiguous Space, or amend this Lease, as Landlord in its discretion may require, **TIME OF THE ESSENCE**,. If Tenant fails to timely execute the lease agreement for the applicable Contiguous Space, or amend this Lease, as Landlord in its discretion may require, Tenant shall be deemed to have waived its right of first refusal and such one-time right of first refusal with respect to the applicable Contiguous Space shall terminate and be of no further force or effect.

IN WITNESS WHEREOF, the parties hereto who are individuals have set their hands and seals and the parties hereto who are corporations have caused this instrument to be duly executed by their proper officers and their corporate seals to be affixed, as of the day and year first above written.

LANDLORD:

WEST OAKS MALL FL LLC.
a Florida limited liability company

By: _____
Shawl L. Pryor,
Chief Operating Officer
Date: 1-14-20

TENANT:

CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.,
a Florida corporation,
dba **CAREERSOURCE CENTRAL FLORIDA**

By: _____

Date: 1-7-2020

EXHIBIT A

DIAGRAM OF BUILDING AND PARKING AREAS

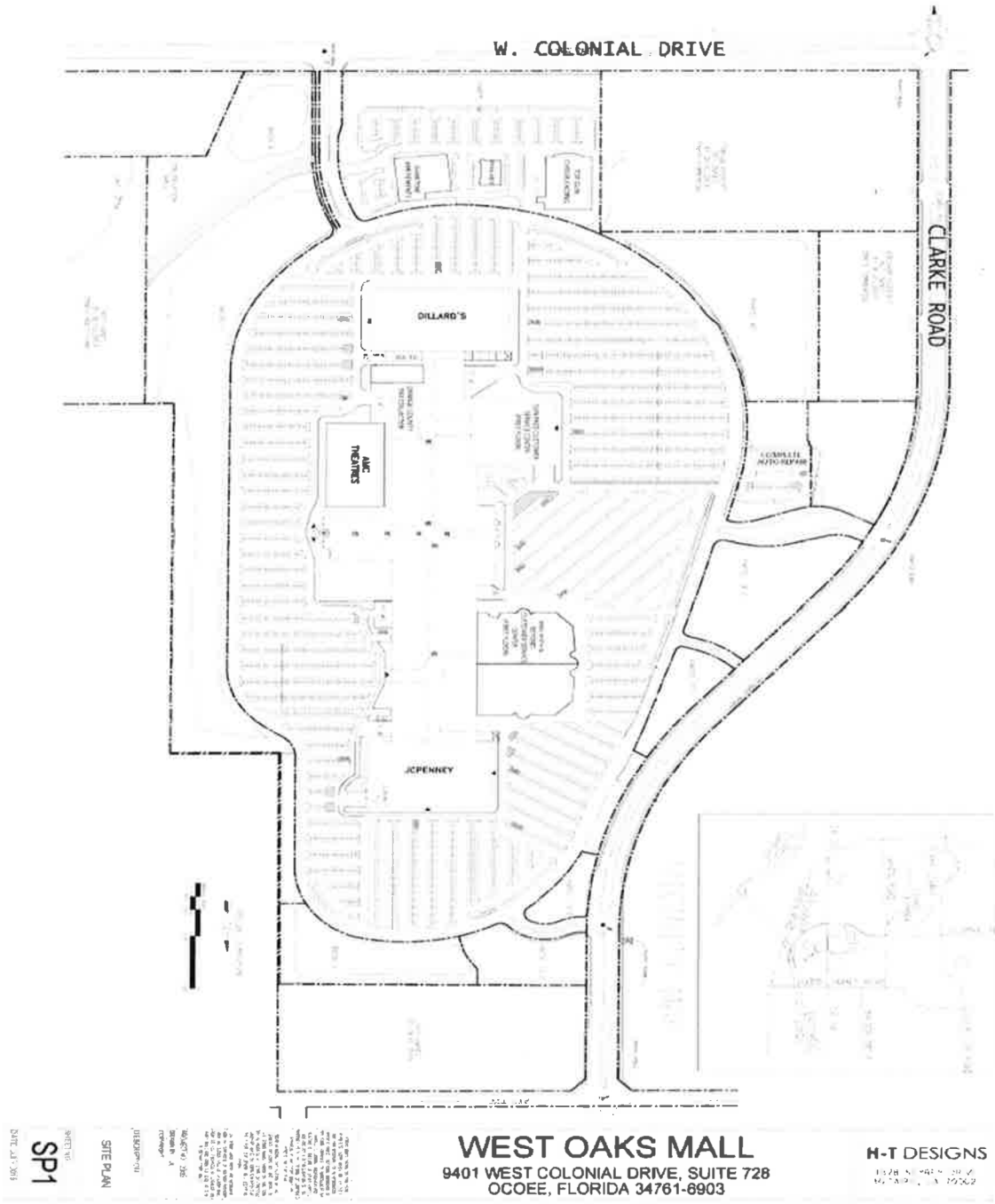
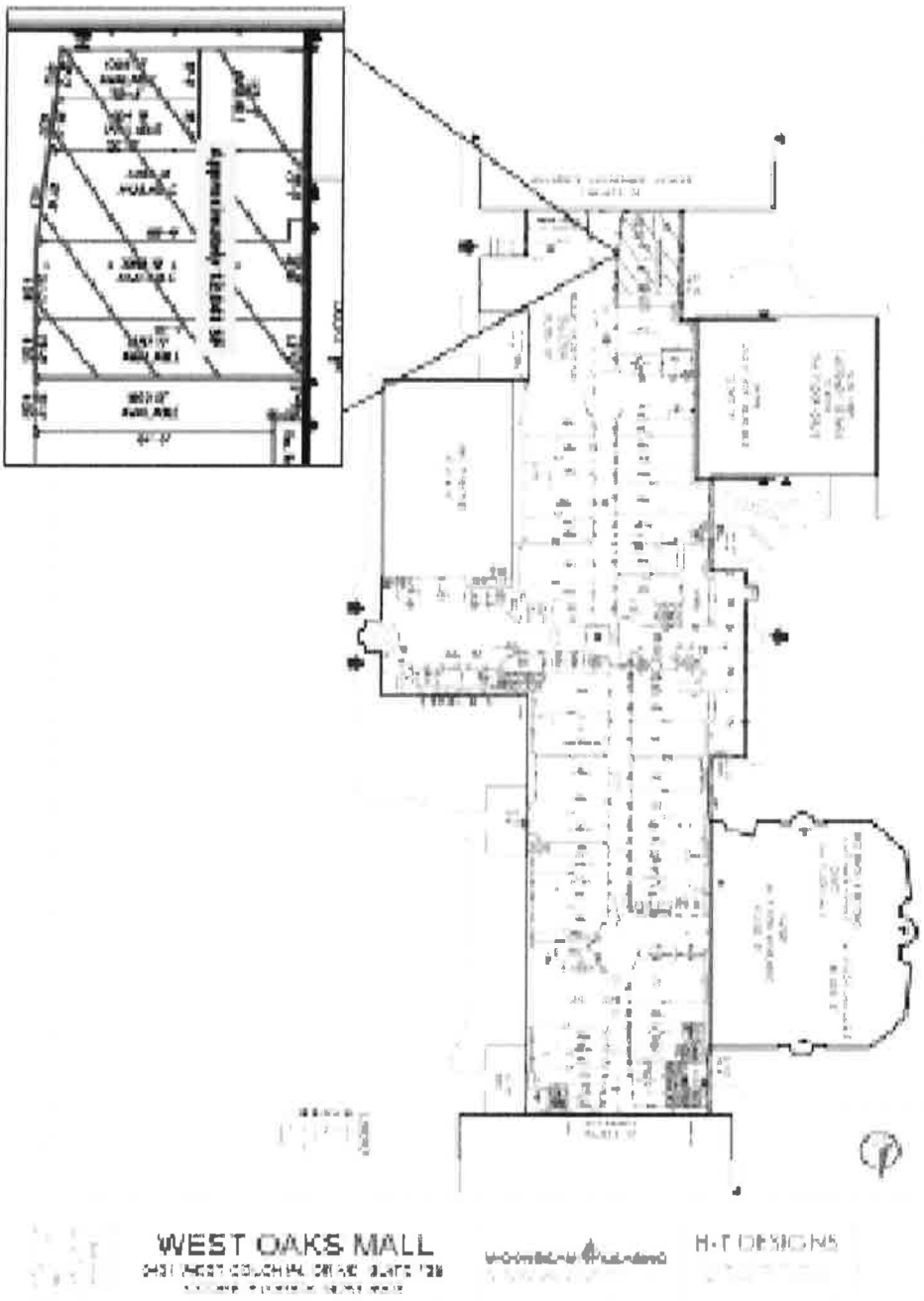


EXHIBIT B

DIAGRAM OF THE PREMISES



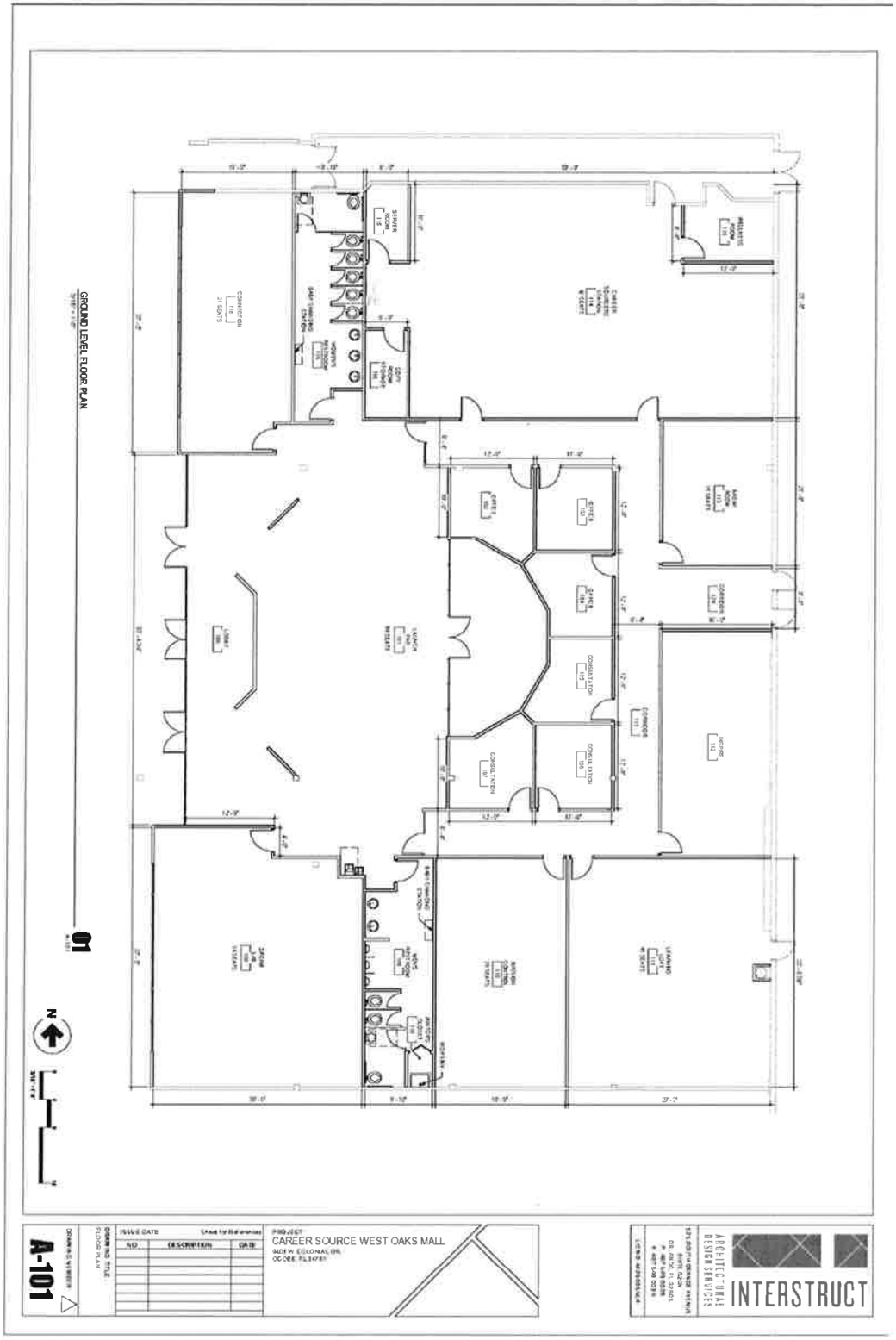

GROUND LEVEL FLOOR PLAN
01
A-101
A-101
CAREER SOURCE WEST OAKS MALL
INTERSTRUCT

EXHIBIT B-1

LEGAL DESCRIPTION OF PROPERTY

The land referred to herein below is situated in the County of Orange, State of FL, and described as follows:

PARCEL 1:

LOTS 5, 7, 8, 9, 10, 11 AND 12, TRACTS A5, A6, A7 AND A8, TRACTS B1, B2, B3, B4 AND B5, WEST OAKS MALL, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE COMPTROLLER IN AND FOR ORANGE COUNTY, FLORIDA, RECORDED IN PLAT BOOK 38, PAGES 24 THROUGH 28, INCLUSIVE, SAID LANDS SITUATE LYING AND BEING IN ORANGE COUNTY, FLORIDA.

PARCEL 1(A):

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF NON-EXCLUSIVE DRAINAGE EASEMENT TO LAKE LOTTA, DATED AND RECORDED APRIL 10, 1995 IN OFFICIAL RECORDS BOOK 4877, PAGE 2063, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, FOR A NON-EXCLUSIVE PERPETUAL EASEMENT FOR SURFACE DRAINAGE PURPOSES.

PARCEL 1(B):

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF NON-EXCLUSIVE UNDERGROUND DRAINAGE EASEMENT FOR PIPE UNDER PARCEL 4 ACCESS ROAD, DATED AND RECORDED APRIL 10, 1995 IN OFFICIAL RECORDS BOOK 4877, PAGE 2076, AND RE-RECORDED APRIL 19, 1995 IN OFFICIAL RECORDS BOOK 4891, PAGE 467, AND AMENDED BY AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 5272, PAGE 2851, ALL IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, FOR A NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF UNDERGROUND DRAINAGE LINES.

PARCEL 1(C):

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF NON-EXCLUSIVE MAINTENANCE EASEMENT DATED AND RECORDED APRIL 10, 1995 IN OFFICIAL RECORDS BOOK 4877, PAGE 2091, AND AMENDED BY THE AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 5272, PAGE 2876, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, FOR A NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE PURPOSE OF MAINTAINING AND REPAIRING DRAINAGE RETENTION PONDS AND BERMS.

PARCEL 1(D):

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT DATED DECEMBER 15, 1995 AND RECORDED DECEMBER 21, 1995 IN OFFICIAL RECORDS BOOK 4991, PAGE 251, AND AMENDED BY THE AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 5272, PAGE 3115, ALL IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, FOR THE PURPOSES DESCRIBED IN SAID DOCUMENT, OVER, UNDER AND ACROSS THE LANDS DESCRIBED THEREIN.

PARCEL 1(E):

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY GRANT OF EASEMENT FOR NORTH WALL BERM DATED MAY 30, 1995, RECORDED JUNE 13, 1995 IN OFFICIAL RECORDS BOOK 4903, PAGE 3242, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 1(F):

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF NON-EXCLUSIVE UNDERGROUND IRRIGATION EASEMENT FOR PIPE UNDER PARCEL 4 ACCESS ROAD DATED MAY 8, 1997 AND RECORDED IN OFFICIAL RECORDS BOOK 5272, PAGE 3004, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 2:

LOT 3 AND TRACT A3, WEST OAKS MALL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 38, PAGES 24 THROUGH 28, INCLUSIVE, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 2(A):

EASEMENT RIGHTS FOR THE BENEFIT OF PARCEL 2, CREATED BY THAT CERTAIN CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 4991, PAGE 251; AS AFFECTED BY OFFICIAL RECORDS BOOK 5272, PAGE 3115, OFFICIAL RECORDS BOOK 5000, PAGE 757, OFFICIAL RECORDS BOOK 5888, PAGE 3328 AND OFFICIAL RECORDS BOOK 8058, PAGE 635, ALL OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 3:

LOTS 2 AND 6 AND TRACT A2, WEST OAKS MALL, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE COMPTROLLER IN AND FOR ORANGE COUNTY, FLORIDA, RECORDED IN PLAT BOOK 38, PAGES 24 THROUGH 28, INCLUSIVE, SAID LANDS SITUATE, LYING AND BEING IN ORANGE COUNTY, FLORIDA.

SAID PARCEL 3 BEING FORMERLY KNOWN AS THE FOLLOWING:

A PARCEL OF LAND LYING WITHIN SECTION 21, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 21; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, N89°21'46"E FOR 15.00 FEET; THENCE N00°00'27"E FOR 67.67 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WEST COLONIAL DRIVE (STATE ROAD NO. 50) HAVING A 150.00 FOOT RIGHT-OF-WAY; THENCE N00°00'27"E FOR 611.87 FEET ALONG THE WEST LINE OF TRACT 6 AND ITS SOUTHERLY PROLONGATION, ORLANDO GROVES ASSOCIATION, LAKE LOTTA GROVES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK E, PAGE 52, PUBLIC RECORDS, ORANGE COUNTY, FLORIDA; THENCE S89°45'59"W FOR 678.02 FEET ALONG THE SOUTH LINE OF TRACTS 11 AND 12 AND ITS EASTERLY PROLONGATION, SAID PLAT; THENCE ALONG THE WEST LINE OF TRACT 11, SAID PLAT N00°05'23"W FOR 649.21 FEET; THENCE S89°44'38"W FOR 281.31 FEET ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21 TO A POINT ON A NONTANGENT CURVE CONCAVE SOUTHEASTERLY, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF CLARKE ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 4924, PAGE 2502 THROUGH 2508, PUBLIC RECORDS, ORANGE COUNTY, FLORIDA; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1169.00 FEET AND A CHORD BEARING N15°27'53"E, THROUGH A CENTRAL ANGLE OF 23°43'22" FOR 484.02 FEET TO A POINT ON SAID CURVE BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1169.00 FEET AND A CHORD BEARING N27°36'53"E THROUGH A CENTRAL ANGLE OF 00°35'17" FOR 12.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S62°45'45"W FOR 89.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID

CURVE HAVING A RADIUS OF 173.50 FEET AND A CHORD BEARING S85°46'28"E THROUGH A CENTRAL ANGLE OF 46°05'27" FOR 139.57 FEET; THENCE N71°08'48"W FOR 89.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 188.00 FEET AND A CHORD BEARING N88°00'42"E THROUGH A CENTRAL ANGLE OF 33°43'49" FOR 110.68 FEET; THENCE S75°07'23"E FOR 70.85 FEET; THENCE S14°52'37"W FOR 124.23 FEET; THENCE N90°00'00"E FOR 277.30 FEET; THENCE N45°00'00"E FOR 130.60 FEET; THENCE S45°00'00"E FOR 60.00 FEET THENCE N45°00'00"E FOR 99.00 FEET; THENCE S45°00'00"E FOR 60.00 FEET; THENCE N45°00'00"E FOR 192.88 FEET; THENCE S00°00'00"W FOR 166.22 FEET; THENCE S30°00'00"E FOR 46.96 FEET; THENCE N90°00'00"E FOR 72.52 FEET; THENCE S00°00'00"W FOR 75.00 FEET; THENCE N90°00'00"E FOR 23.08 FEET; THENCE S00°00'00"W FOR 262.00 FEET; THENCE N90°00'00"W FOR 43.00 FEET; THENCE S00°00'00"W FOR 32.75 FEET; THENCE S52°42'19"W 81.69 FEET; THENCE N90°00'00"W FOR 50.75 FEET; THENCE S00°00'00"W FOR 49.25 FEET; THENCE N90°00'00"W FOR 516.26 FEET; THENCE N00°00'00"E FOR 90.00 FEET; THENCE N90°00'00"W FOR 9.00 FEET; THENCE N00°00'00"E FOR 300.00 FEET; THENCE N90°00'00"W FOR 123.88 FEET TO A POINT ON A NONTANGENT CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 820.50 FEET AND A CHORD BEARING N12°41'32"E THROUGH A CENTRAL ANGLE OF 04°22'11" FOR 62.57 FEET; THENCE N14°52'37"E FOR 125.99 FEET; THENCE N75°07'23"W FOR 36.00 FEET; THENCE S14°52'37"W FOR 125.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 856.50 FEET AND A CHORD BEARING S04°15'56"W THROUGH A CENTRAL ANGLE OF 21°13'23" FOR 317.26 FEET; THENCE S89°56'37"W FOR 159.65 FEET; THENCE N00°00'00"E FOR 258.75 FEET; THENCE S00°00'00"W FOR 4.43; THENCE N00°00'00"E FOR 20.00 FEET; THENCE S00°00'00"W FOR 9.00 FEET; THENCE N00°00'00"E FOR 126.00 FEET TO A POINT ON A NONTANGENT CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 185.50 FEET AND A CHORD N82°45'18"W THROUGH A CENTRAL ANGLE OF 39°59'05" FOR 129.45 FEET; THENCE N62°45'45"W FOR 89.58 FEET TO THE POINT OF BEGINNING.

PARCEL 3(A):

EASEMENTS FOR THE BENEFIT OF PARCEL 3 AS CREATED BY CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT DATED DECEMBER 15, 1995 AND RECORDED DECEMBER 21, 1995 IN OFFICIAL RECORDS BOOK 4991, PAGE 251, AND AMENDED BY THE AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 5272, PAGE 3115, ALL IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, FOR THE PURPOSES DESCRIBED IN SAID DOCUMENT, OVER, UNDER AND ACROSS THE LANDS DESCRIBED THEREIN.

PARCEL 3(B):

EASEMENTS FOR THE BENEFIT OF PARCEL 3 AS SHOWN ON THE PLAT OF WEST OAKS MALL, RECORDED IN PLAT BOOK 38, PAGES 24 THROUGH 28, INCLUSIVE, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, WITH THE SURVEYOR'S AFFIDAVIT RECORDED JUNE 25, 1997 IN OFFICIAL RECORDS BOOK 5280, PAGE 228, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

EXHIBIT C

LANDLORD'S WORK AND TENANT IMPROVEMENTS

LANDLORD'S WORK

Landlord shall deliver the Premises to Tenant in "AS IS" condition, provided that after approval of Tenant's Space Plan (as defined below), Landlord shall do such work as is necessary to place the heating, ventilating, and air conditioning equipment servicing the Premises in good working order ("**Landlord's Work**"). Other than the foregoing, Landlord shall perform no other work within the Premises.

Tenant acknowledges that it has inspected, analyzed, reviewed and evaluated the Premises, that it and its representatives will have conducted such investigation of the Premises as deemed necessary by Tenant and that it is thoroughly aware of the condition of the Premises. Except as expressly provided for this **Exhibit C** and in this Lease, the Premises and any other property or rights furnished or to be furnished under or in connection with this Lease to Tenant are furnished "AS IS", "WHERE IS" AND WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND IN PARTICULAR, WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS LEASE, LANDLORD DISCLAIMS AND TENANT HEREBY WAIVES ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR DEMAND IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE WITH RESPECT TO THE PREMISES EXCEPT AS EXPRESSLY SET FORTH HEREIN. Without limiting the generality of the foregoing, Tenant acknowledges and agrees: (i) that Landlord neither represents nor warrants that the Premises or any part thereof leased under this Lease will operate satisfactorily; (ii) that, except as specifically set forth herein, Landlord shall have no liability or responsibility for the condition and/or operation of the Premises; and (iii) that Tenant is leasing the Premises based solely upon its own inspection, evaluation, review and analysis, and Tenant assumes the entire risk associated with such inspection, evaluation, review and analysis being incomplete or inaccurate.

TENANT IMPROVEMENT ALLOWANCE

Provided Tenant is not then in default of any provision of this Lease beyond the expiration of any applicable notice and cure period, Landlord will contribute towards the cost of Tenant's construction, and fixture related expenses incurred for the Premises (collectively, "Tenant Improvements"), and for no other purpose, by providing an allowance **of up to** the amount of Sixty-two and 00/100's Dollars ($62.00) per square foot of the Premises (the "Tenant Improvement Allowance"). Landlord shall only provide a Tenant Improvement Allowance based on the actual cost of the Tenant Improvements, and Tenant shall be solely responsible for all costs of Tenant Improvements in excess of the Tenant Improvement Allowance. Tenant shall be solely

responsible for the design, construction and installation of the Tenant Improvements and management thereof. The Tenant Improvement Allowance shall be disbursed in incremental amounts not more often than once per month within thirty (30) days after (i) soft cost expenses are incurred or partial construction work within the Premises has been satisfactorily performed by Tenant's contractor and inspected by Landlord; (ii) Tenant provides invoices detailing the soft cost expenses incurred or partial construction work performed and costs thereof; and (iii) in the case of partial construction work performed, partial or interim lien waivers from Tenant's contractor are provided to Landlord in a form reasonably acceptable to Landlord and Landlord's title insurer. The final disbursement of the Tenant Improvement Allowance, in an amount not to exceed the lesser of the remainder thereof or the amount incurred by Tenant for Tenant Improvements but not yet disbursed hereunder, shall be disbursed to Tenant after all of the following occurs: (a) Tenant provides invoices detailing all final work performed and costs thereof; (b) Tenant provides a Final Waiver of Lien and a General Contractor's affidavit in form reasonably acceptable to Landlord and Landlord's title insurer as required to fully and finally waive any mechanics or materialmen's liens which might affect the Project as a result of any work performed in the Premises; and (c) a temporary or permanent certificate of occupancy is issued by the appropriate local governing authorities. Tenant shall have the option of having Landlord pay Tenant's vendors directly up to the amount of the Tenant Improvement Allowance.

PAYMENT OF TENANT IMPROVEMENT ALLOWANCE

Tenant shall pay Landlord an amount equal to the Tenant Improvement Allowance by amortizing such sums over the initial Term of the Lease. Such monthly payment of the Tenant Improvement Allowance shall be referred to as the "**TI Payment**". Tenant shall commence payment of the TI Payment on the Commencement Date and continue such payments through the Expiration Date of the initial Term of the Lease. The TI Payment shall be due and payable without offset, notice, or demand on the first (1st) day of each calendar month as part of Base Rent.

TENANT IMPROVEMENTS

Architectural Plans and Construction Bids:

No later than fourteen (14) days after the Effective Date, Tenant shall engage a space planner to devise an initial space plan of modifications to be made the Premises (the "**Space Plan**"), and provide Landlord with a copy of same for Landlord's written approval. No later than ten (10) days after Landlord's approval of the Space Plan, Tenant shall commence the process of engaging an architect to draft detailed architectural plans and specifications indicating all construction work to be performed in the Premises with respect to Landlord's Work and the Tenant Improvements (the "Plans"). Landlord shall have the right to approve the Plans, and if Landlord rejects the Plans or requests additional information to complete its review, Tenant shall revise the Plans or submit such additional information as reasonably required by Landlord in order to obtain Landlord's final, written approval. Promptly after Landlord's written approval, Tenant shall begin the construction bid process in order to complete such work and place the Premises in a finished condition. Tenant agrees to competitively bid the construction work to contractors licensed and insured to do business in the state in which the Project is located.

Tenant Improvements:

(a) Landlord shall not be required to perform any construction upon or in connection with the Premises, the Building and/or the Project or supply any utilities or facilities thereto except for Landlord's Work noted herein, and Tenant shall be solely responsible except as provided in the Lease.

(b) Tenant shall manage the construction work process and provide all work and materials of whatsoever nature in order to construct the Tenant Improvements.

(c) Notwithstanding anything herein contained to the contrary, any change to Tenant Improvements after Landlord's written approval of the Plans shall be subject to further approval by Landlord. Tenant agrees that Landlord may unreasonably withhold its approval to the extent that the materials utilized on the exterior of the Building are changed in any respect. Tenant agrees not to submit the Plans for building permits without Landlord's written approval of the Plans, and shall not construct any Tenant Improvements unless and until Landlord has approved the same in writing. Landlord shall review such Plans, as revised from time to time, and advise Tenant of any changes required by Landlord.

(d) At Tenant's sole cost and expense, Tenant shall promptly apply for and obtain any and all requisite building, construction, zoning and other licenses, variances, permits and approvals relating to the construction of Tenant Improvements.

(e) Upon issuance of such building permits, Tenant shall promptly undertake the construction of Tenant Improvements and diligently prosecute such construction to completion. All construction of the Tenant Improvements shall be performed in accordance with the Plans as approved by Landlord. The following provisions shall govern the construction of the Improvements.

(i) To the end that there shall be no labor disputes which would interfere with any construction or operation of the Tenant Improvements, Tenant agrees to engage the services of only such contractors or subcontractors that will work in harmony and without causing any labor dispute with each other and with the employees, contractors and subcontractors of all others working in or upon the Building or any part thereof, and Tenant shall require its contractors and subcontractors to employ only such labor as will work in harmony and without causing any labor dispute with each other, with Tenant's employees, contractors and subcontractors and with the employees, contractors and subcontractors of all others working in or upon the Building or any part thereof. Tenant shall be solely responsible for the negotiation and preparation of all architectural and construction contracts. Tenant shall enter into a construction contract with a general contractor as approved by Landlord and reasonably approved by Tenant.

(ii) During construction, Tenant shall contract and pay for all electricity, water and other utilities consumed in performing such construction. Tenant shall be responsible for the daily removal of all construction debris and trash relating to the construction of the Improvements.

(iii) Tenant may commence construction of Tenant Improvements while Landlord is engaged in Landlord's Work, provided that Tenant has secured a building permit and all other applicable permits, Landlord has approved the Plans and Tenant has delivered to Landlord a certificate of insurance naming all appropriate parties as additional insured and evidencing the coverage required by Section 15 of this Lease, and provided further that Tenant's construction does not materially interfere with Landlord's Work.

(iv) All such work shall conform to applicable statutes, ordinances, laws, codes and governmental regulations. Tenant shall obtain and convey copies to Landlord of all applicable permits and all approvals as may be required by local or state authorities and utility companies. Meter cost fees, tapping, use and capital charges incurred by reason of supplying utilities to the Premises are to be paid by Tenant.

(v) All of the contractors performing any such work shall be licensed contractors, capable of performing quality workmanship. Landlord shall be entitled to rely on the same completion security provided by Tenant to its lender, if any (although Landlord's interest may be subordinated to that of the Lender's), including without limitation, a guaranty from the parent organization for the general contractor and/or payment and performance bonds ensuring completion of the Tenant Improvements.

(vi) No approval by Landlord shall be deemed valid unless the same shall be in writing.

(vii) All of such work shall be performed in a first-class, workmanlike manner and shall be in good and usable condition at the date of completion.

(viii) Tenant shall take all reasonably necessary measures to minimize any damage, disruption or inconvenience in the area of the Premises caused by such construction, and make adequate provision for the safety and convenience of all persons affected thereby. Dust, noise and other effects of such construction shall be controlled using accepted methods customarily utilized in order to control such conditions. Tenant shall not permit dirt, debris, equipment, trash or the like to be located outside of the Premises, except as otherwise agreed to by Landlord and Tenant.

(ix) After completion of the Tenant Improvements, and upon receipt by Tenant, Tenant shall supply Landlord with a copy of the certificate of occupancy from the local building department and one (1) set of "as-built" drawings for record purposes.

(x) The parties agree that no later than five (5) days after Tenant receives a temporary or permanent certificate of occupancy for the Premises issued by the appropriate local governing authorities, Tenant shall provide a Final Waiver of Lien and a General Contractor's Affidavit in form reasonably acceptable to Landlord and Landlord's title insurer as required to fully and finally waive any mechanics or materialmen's liens which might affect the Project as a result of any work performed in the Premises.

(xi) Once commenced, Tenant shall diligently proceed with the construction of Tenant Improvements in a commercially reasonable time frame.

Builders Risk Insurance:

Builder's Risk Insurance shall be required covering loss or damage by fire, vandalism and malicious mischief and such other risks as are customarily included under the so-called "extended coverage" endorsement covering Tenant Improvements and all materials, equipment, supplies and temporary structures incidental to Tenant's Improvements. Coverage shall be extended to builders' machinery, tools and equipment while such form a part of or are contained in such improvements or temporary structures, or while on or about the Premises, or the sidewalk, streets or alleys, all to the full insurable value thereof. In addition, Tenant agrees to hold Landlord harmless from and against all claims for injury to persons or damage to property by reason of the use of the Premises for the performance of Tenant Improvements. Prior to commencement of the Tenant Improvements and until completion thereof, Tenant agrees to require all contractors and subcontractors engaged in the performance of Tenant Improvements to maintain and deliver to Tenant and Landlord certificates evidencing the existence of such insurance covering Landlord, Tenant and Tenant's contractors. Each insurance certificate must name Landlord, Moonbeam Capital Investments LLC, Moonbeam Leasing & Management LLC, Moonbeam Holdings Limited, Moonbeam Realty Holdings LLC, West Oaks Mall MGMT LLC, Moonbeam Equities I LLC and any other party reasonably designated by Landlord as additional insureds

EXHIBIT D

INTENTIONALLY DELETED

EXHIBIT E-1

RULES AND REGULATIONS

This exhibit, entitled "**Rules and Regulations,**" is and shall constitute **Exhibit E-1** to the Lease Agreement, dated as of the Lease Date, by and between landlord and Tenant for the Premises. The terms and conditions of this **Exhibit E-1** are hereby incorporated into and are made a part of the Lease. Capitalized terms used, but not otherwise defined, in this **Exhibit E-1** have the meanings ascribed to such terms in the Lease.

1. Tenant shall not use any method of heating or air conditioning other than that supplied by Landlord without the consent of Landlord.

2. All window coverings installed by Tenant and visible from the outside of the building require the prior written approval of Landlord.

3. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance or any flammable or combustible materials on or around the Premises, except to the extent that Tenant is permitted to use the same under the terms of Paragraph 32 of the Lease.

4. Tenant shall not alter any lock or install any new locks or bolts on any door at the Premises without the prior consent of Landlord.

5. Tenant shall not make any duplicate keys without the prior consent of Landlord.

6. Tenant shall park motor vehicles in parking areas designated by Landlord except for loading and unloading. During those periods of loading and unloading, Tenant shall not unreasonably interfere with traffic flow around the Building or the Project and loading and unloading areas of other tenants. Tenant shall not park motor vehicles in designated parking areas for more than 24 hours at a time without the prior written consent of Landlord and Landlord shall have the right to restrict parking after the conclusion of the Normal Business Hours.

7. Tenant shall not disturb, solicit or canvas any tenant or other occupant of the Building or Project and shall cooperate to prevent same.

8. No person shall go on the roof without Landlord's permission.

9. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building, to such a degree as to be objectionable to Landlord or other tenants, shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or in noise-dampening housing or other devices sufficient to eliminate noise or vibration.

10. All goods, including material used to store goods, delivered to the Premises of Tenant shall be immediately moved into the Premises and shall not be left in parking or receiving areas overnight.

11. Tractor trailers which must be unhooked or parked with dolly wheels beyond the concrete loading areas must use steel plates or wood blocks under the dolly wheels to prevent

damage to the asphalt paving surfaces. No parking or storing of such trailers will be permitted in the auto parking areas of the Project or on streets adjacent thereto.

12. Forklifts which operate on asphalt paving areas shall not have solid rubber tires and shall only use tires that do not damage the asphalt.

13. Tenant is responsible for the storage and removal of all trash and refuse. All such trash and refuse shall be contained in suitable receptacles stored behind screened enclosures at locations approved by Landlord.

14. Tenant shall not store or permit the storage or placement of goods or merchandise in or around the common areas surrounding the Premises. No displays or sales of merchandise shall be allowed in the parking lots or other common areas.

15. Tenant shall not permit any animals, including but not limited to, any household pets, to be brought or kept in or about the Premises, the Building, the Project or any of the common areas, except for service dogs (such as those for the handicapped).

EXHIBIT E-2

CODE OF CONDUCT

This exhibit, entitled "**Code of Conduct,**" is and shall constitute **Exhibit E-2** to the Lease Agreement, dated as of the Lease Date, by and between Landlord and Tenant for the Premises. The terms and conditions of this **Exhibit E-2** are hereby incorporated into and are made a part of the Lease. Capitalized terms used, but not otherwise defined, in this **Exhibit E-2** have the meanings ascribed to such terms in the Lease.

WEST OAKS MALL IS PRIVATE PROPERTY. TO MAINTAIN A WELCOMING ENVIRONMENT, CERTAIN ACTIVITIES ARE PROHIBITED ON MALL PROPERTY. IF YOU WISH TO ENTER AND REMAIN UPON THE MALL PROPERTY, YOU MUST COMPLY WITH THIS CODE OF CONDUCT. VIOLATORS WILL BE EJECTED AND/OR BANNED FROM THE PROPERTY AND MAY BE SUBJECT TO ARREST BY LOCAL POLICE AUTHORITIES, INCLUDING IF THEY REFUSE TO LEAVE MALL PROPERTY WHEN SECURITY PERSONNEL ASK THEM TO DO SO.

The following activities are PROHIBITED at West Oaks Mall:

1. Physically or verbally threatening any person; fighting, annoying others through noisy or boisterous activities or by staring; following another person through the Mall; using sexually explicit language or conduct; or in any other way creating a disturbance which is disruptive or dangerous to patrons of the Mall or its commercial function.

2. Yelling, screaming, or singing; playing musical instruments, radios, tape players, CD players, MP3 players, or other sound amplification devices; or otherwise communicating in a manner which creates noise of sufficient volume that is likely to interfere with others' enjoyment of the Mall.

3. Possession of any item that could be used as a weapon, including, but not limited to firearms, explosives, fireworks, clubs or sticks, chemical dispensing devices, knives, or any other object(s) that may be used in any way to inflict bodily injury on another person.

4. Use of physical force, obscene language, any obscene gesture or any racial, religious or ethnic slur which is likely to create a disturbance or interfere with others' enjoyment of the Mall.

5. Wearing apparel or gesturing in a manner which is likely to create a disturbance, embroil other groups or the general public in open conflict, interfere with others' enjoyment of the Mall.

6. Failing to be fully clothed while on Mall property.

7. Exposing undergarments while on Mall property.

8. Wearing clothing or any attire that is gang related, including clothing referring to a gangs or containing any gang slogan or symbol.

9. Wearing any clothing with an attached hood that is on the head. All hoods must be worn down (off the head) while on Mall property.

10. Assembling for the purpose of disturbing the public peace or committing any unlawful act or engaging in any offensive behavior.

11. Running, skating, rollerblading, skateboarding, riding a bicycle or scooter, or engaging in activity which is likely to obstruct or interfere with the free flow of pedestrian or vehicular traffic or with the ability of others to view any window or tenant display.

12. Engaging in any non-commercial expressive activity.

13. Engaging in any commercial activity not sponsored and/or conducted by the Mall or by a Mall tenant.

14. Soliciting money or other contributions or donations.

15. Distributing commercial advertising or promotional material of any kind, or offering samples of items which are sold or available in exchange for a donation or contribution.

16. Defacing, damaging or destroying any real or personal property constituting part of, or located in, on, or around the Mall and/or belonging to the Mall, its patrons, tenants and/or vendors.

17. Writing, spraying, scratching or otherwise affixing graffiti on any real or personal property constituting part of, or located in, on, or around the Mall and/or belonging to the Mall, its patrons, tenants and/or vendors..

18. Creating litter, or throwing, discarding or depositing any paper, glass or other matter of any kind at the Mall, except in designated trash receptacles.

19. Rummaging through or removing items from trash receptacles.

20. Bringing animals onto Mall property, other than service animals providing assistance to disabled patrons or service animals in training in the company of their trainers.

21. SMOKING ON MALL PROPERTY, except in designated smoking areas at least 25 feet away from any entrance to the Mall.

22. Photographing or videotaping the Mall property, any individual, any tenant premises and/or any signage on the Mall property without Mall management and the subject's consent, and in the case of a minor, with the consent of the minor's parent or guardian.

23. CONSUMING ALCOHOLIC BEVERAGES ON MALL PROPERTY, except in businesses licensed for on-premises consumption of alcoholic beverages.

24. BEING INTOXICATED OR UNDER THE INFLUENCE OF ILLEGAL DRUGS OR LEGAL RECREATIONAL DRUGS ON MALL PROPERTY.

25. POSSESSING ILLEGAL DRUGS ON MALL PROPERTY.

26. POSSESSING LEGAL RECREATIONAL DRUGS ON MALL PROPERTY IN EXCESS OF THE LEGAL LIMIT.

27. Parking on Mall property after the Mall closes. Unauthorized vehicles may be towed at the owner's expense.

Youth Policy – Code of Conduct

PERSONS UNDER AGE 18, THEIR PARENTS AND GUARDIANS MUST COMPLY WITH THIS YOUTH POLICY. VIOLATORS WILL BE EJECTED AND/OR BANNED FROM THE PROPERTY AND MAY BE SUBJECT TO ARREST BY LOCAL POLICE AUTHORITIES, INCLUDING IF THEY REFUSE TO LEAVE MALL PROPERTY WHEN SECURITY PERSONNEL ASK THEM TO DO SO.

1. Starting at 9:00 PM on Friday and Saturday evenings, all persons under the age of 18 must be accompanied by a parent and/or guardian age 21 or older.

2. Security will monitor the Mall property and enforce this policy. They may ask for identification.

3. Those whose age cannot be determined or who lack identification will be asked to leave the Mall property.

4. Anyone appearing to be 18 years of age or younger should be prepared to show valid identification (with picture and date of birth). Acceptable identification includes a driver's license, state or military identification card, passport or visa.

5. Unescorted persons under the age of 18 will be asked to leave the Mall property immediately.

6. Parents and/or guardians are responsible for the actions of the youths they escort.

7. One parent or guardian 21 years of age or older may escort up to five youths. At least one of the youths must be the parent's child or the guardian's ward.

EXHIBIT F

SIGN CRITERIA

These criteria have been established for the purpose of assuring an outstanding Project for the mutual benefit of all tenants. Conformance shall be strictly enforced and any installed non-conforming or unapproved signs may be brought into conformance at the sole cost and expense of Tenant. Any and all signs as described in the Lease and this **Exhibit F** shall require a detailed rendering submitted to Landlord for written approval prior to fabrication and installation. All signs installed without the prior written approval of Landlord shall be subject to removal and may be remade and reinstalled at Tenant's sole cost and expense. In addition, Tenant shall reimburse Landlord for the cost of any and all repairs to the sign fascia which may occur during installation or the removal of any non-conforming or unapproved signs.

Tenant is permitted signage as set forth in Paragraph 18 of the Lease. Design and fabrication of all signage must be in conformance with the guidelines noted in this **Exhibit F** and must adhere to the minimum standards of any governmental authority with jurisdiction over sign codes and/or ordinances. In addition to Landlord's approval, all signs must be approved by the appropriate governmental authority prior to fabrication and installation. Tenant is responsible for all permitting, obtaining information regarding any imposed signage restrictions, and in general meeting all local zoning, code and/or ordinance requirements regarding any signage.

General Requirements

1. Prior to fabrication, Tenant shall submit or cause to be submitted to Landlord for approval two (2) copies of detailed drawings indicating the location, size, layout, design, color selections, style of lettering, material, type of illumination, and installation details of any proposed signage, and the name and contact information of the company fabricating and installing the sign ("Sign Company"). Landlord's approval shall be based upon the restrictions set forth in this **Exhibit F**, but Landlord may withhold its approval based on aesthetical considerations. In the event of conflict between approved sign drawings and applicable county or city sign ordinances, said applicable county or city sign ordinances shall prevail and the approved sign drawings shall be modified by Tenant as required. Compliance with all governmental authorities with jurisdiction over sign codes and/or ordinances shall be Tenant's sole responsibility. Tenant or its representative shall obtain all governmental permits for all signs and their installation.

2. All sign work shall be performed by a licensed and insured sign company. The sign company should have general liability insurance with limits of not less than One Million and 00/100's Dollars ($1,000,000.00) and workers compensation in accordance with statutory law. Tenant shall be responsible for the operations of its sign company and for any poor workmanship, construction, and mounting. Tenant shall bear any and all costs of remounting and/or correcting said poor workmanship.

3. Facade signs shall be individual letters, neon illuminated, attached to a raceway, and mounted to the facade; raceway and returns must be painted to building standard.

4. All penetrations to the building structure required for sign installation shall be only in the sign channel, neatly sealed and in water-tight condition. The sign company shall leave all signage installation areas in, on or about the Premises free of debris after such installation occurs.

5. In addition, all window lettering, window signs, neon signs, and banners of any nature shall require Landlord's prior written approval.

General Prohibitions:

1. Vertical copy or signs projecting perpendicular to the building are prohibited.

2. Painted, flashing, animated, audible, revolving or other signs that create the illusion of animation are prohibited.

3. Exposed bulb signs are prohibited.

4. Exposed junction boxes, lamps, tubing, conduits, or neon crossovers of any type are prohibited.

Construction:

1. Signage shall be row (s) of aluminum channel letters installed on a raceway. The raceway shall be painted to match the sign band. The raceway is to be attached only at the recessed mounting channel using concealed galvanized, stainless, aluminum fasteners. All penetrations in the channel are to be sealed to maintain building integrity. No other penetrations to the Building will be allowed except as noted. Raceway shall be constructed from extruded materials and shall contain all wiring connections, appropriate transformers, mounting brackets, wiring conduit and timer, all of which are to be hidden from view.

2. Electric service to signs shall be on Tenant's meter and include an automatic timer to illuminate the sign. Tenant shall provide wiring from sign to panel to meet voltage requirements and ampacity of sign.

3. Limitations with respect to signage construction are subject to change at any time.

EXHIBIT F-1

TENANT'S PERMITTED SIGNS

Tenant is permitted to place the signage shown, at the locations within the Project indicated, on the following two sheets.

WEST OAKS MALL
SUNPASS
amc
Dillard's
JCPenney
ORANGE COUNTY TAX COLLECTOR
Exterior Signage
(4 Locations at ea Entrance)
W. COLONIAL
CLARKE ROAD
Career Source
amc Theatre
Food Court Café
Dillard's
JIMMY JAZZ
Interior Overhead Signage
(4 Locations throughout Mall)
SP1
WEST OAKS MALL
9401 WEST COLONIAL DRIVE, SUITE 728
OCOEE, FLORIDA 34761-6903
H-T DESIGNS

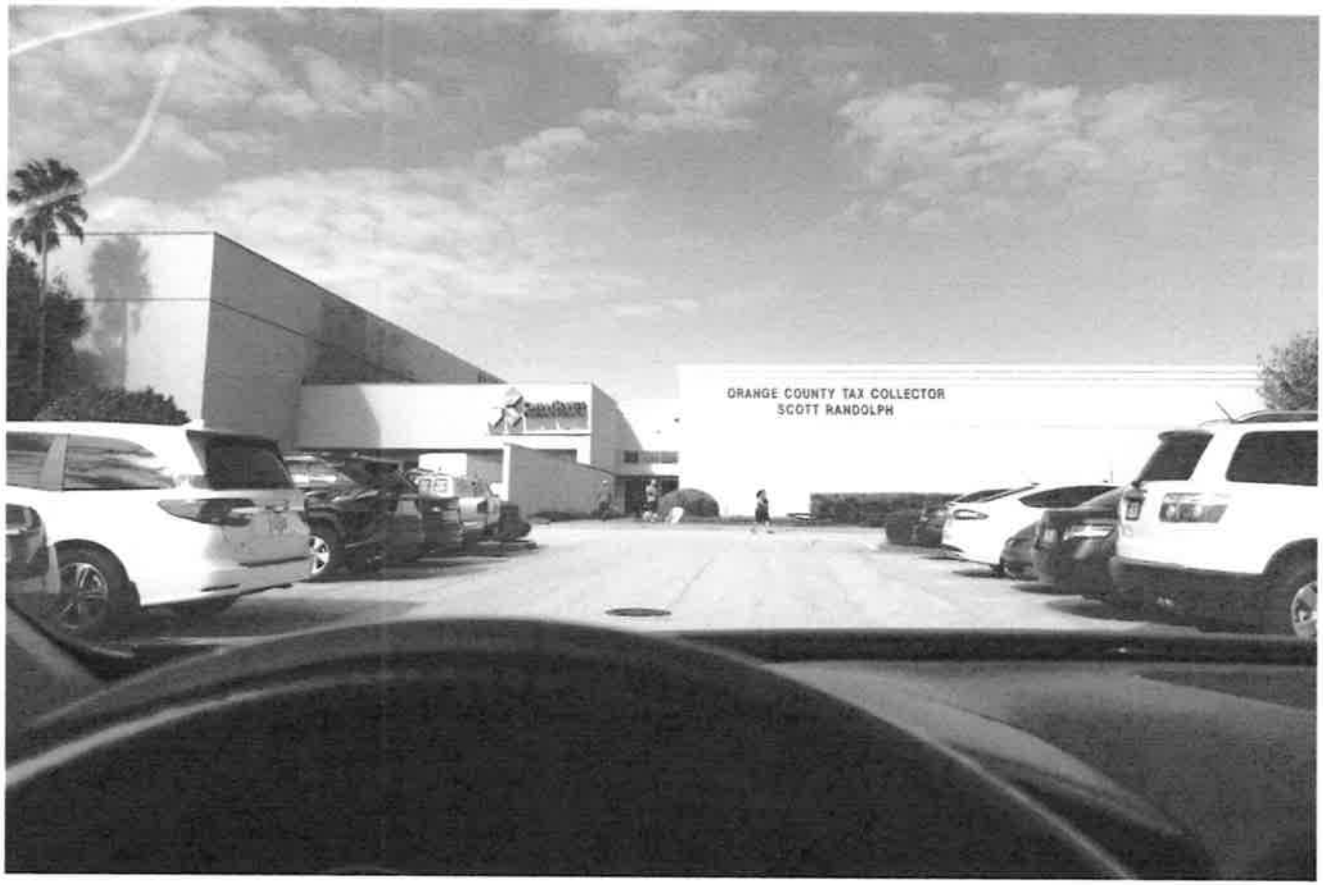

ORANGE COUNTY TAX COLLECTOR
SCOTT RANDOLPH

EXHIBIT G

COMMENCEMENT DATE CERTIFICATE

The undersigned, _____, a _____, does hereby make the following statements:

1. They are the Tenant under a certain Lease dated _____, with West Oaks Mall FL LLC, a Florida limited liability company, as Landlord leasing the premises described as 9405 West Colonial Drive, Ocoee, Florida, 34761.

2. The Lease dated _____ is in full force and effect and the undersigned is aware of no defaults under the terms and conditions of the Lease and has no offsets against rental due Landlord or to become due Landlord. There are no existing conditions, which upon the giving of notice or lapse of time, or both, would constitute a default under the Lease.

3. The undersigned accepted possession of the leased premises effective _____. The Commencement Date shall be _____ and the Expiration Date shall be _____.

4. All improvements to the leased premises required to be made by Landlord have been fully and satisfactorily completed by Landlord; all allowances and contributions payable by Landlord for Tenant's improvements (or for any other purpose) have been paid; and Tenant has accepted the leased premises and is in possession thereof, paying rent and actively conducting its business therein.

IN WITNESS WHEREOF, this certificate has been duly executed and delivered as of the _____ day of _____, 2019.

_____

By: _____
Name: _____
Title: _____

EXHIBIT H

BASE RENT SCHEDULE FOR THE PRIMARY TERM AND RENEWAL TERM

Assumptions:	
Terms in Months:	72
Partial Base Rent PSF:	$15.00
Base Rent Per Annum Increase:	2.5%
Premises Square Footage:	12,041
Tenant Improvement Allowance PSF:	$61.82
Tenant Improvement Allowance:	$744,480.00
TI Payment per Month:	$10,340.00
Commencement - Payment of Base Rent:	Commencement Date

	Partial Base Rent			TI Payment Per	Base Rent Per	Base Rent Per
Month of Term	PSF Per Annum	Per Annum	Per Month	Month	Month	Annum
Month 1 - 12	$15.00	$180,615.00	$15,051.25	10,340.00	$25,391.25	$304,695.00
Month 13 - 24	$15.38	$185,190.58	$15,432.55	10,340.00	$25,772.55	$309,270.58
Month 25 - 36	$15.76	$189,766.16	$15,813.85	10,340.00	$26,153.85	$313,846.16
Month 37 - 48	$16.15	$194,462.15	$16,205.18	10,340.00	$26,545.18	$318,542.15
Month 49 - 60	$16.55	$199,278.55	$16,606.55	10,340.00	$26,946.55	$323,358.55
Month 61 - 72	$16.96	$204,215.36	$17,017.95	10,340.00	$27,357.95	$328,295.36

Renewal	Partial Base Rent		
Month of Term	PSF Per Annum	Per Annum	Per Month
Month 1 - 12	$17.00	$204,697.00	$17,058.08
Month 13 - 24	$17.43	$209,874.63	$17,489.55
Month 25 - 36	$17.87	$215,172.67	$17,931.06
Month 37 - 48	$18.32	$220,591.12	$18,382.59
Month 49 - 60	$18.79	$226,250.39	$18,854.20