

To: The Honorable Mayor and City Council

From: Larry M. Spring, Jr, City Manager

Date: ~~March 27, 2018~~ **April 10, 2018**

RE: Leasing of Office Space

RECOMMENDATION

City Administration is recommending the approval of an office space lease located at 809 thru 811 NE 125 Street; to be used as an offsite customer service area for various departments.

BACKGROUND

As the City continues to grow and in an effort to provide a better customer experience for the residents and individuals that do business with the City of North Miami, we find it necessary to rent additional office space. The space is approximately 3,100 square feet and will be outfitted to house a portion of the Code Enforcement staff as well as customer contact employees from utility billing, finance and code enforcement. The landlord has agreed to rent the space for \$1.66/sqft/mo. or \$5,200 for a term of up to three years with no increases. We expect to spend an additional ninety thousand dollars for tenant buildout.

ATTACHMENT(s)

Resolution

Draft Lease

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE EXECUTION OF A LEASE AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN 805 REALTY, LLC, AS LANDLORD AND THE CITY OF NORTH MIAMI, AS TENANT, FOR PROPERTIES LOCATED AT 809 AND 811 NE 125TH STREET FOR A TERM OF THREE (3) YEARS COMMENCING ON OR ABOUT APRIL 15, 2018 UNTIL MARCH 31, 2021 IN THE INITIAL YEARLY BASE RENT AMOUNT OF SIXTY-TWO THOUSAND NINETEEN DOLLARS AND NINETY-SIX CENTS (\$62,019.96); PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, the City administration is proposing to lease space from 805 Realty, LLC for the relocation of certain City functions; and

WHEREAS, under the terms of the lease agreement, the City of North Miami will lease the properties located at 809 and 811 NE 125th Street for a term of three (3) years commencing on or about April 1, 2018 until March 2021 in the initial Yearly Base Rent amount of \$62,019.96; and

WHEREAS, the Mayor and City Council believe that it is in the best interest of the City and its residents to enter into a lease agreement for this purpose.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Authorization to Execute Lease Agreement. The Mayor and City Council of the City of North Miami, Florida, hereby approve the execution of a Lease Agreement, in substantially the attached form, between 805 Realty, LLC, as landlord and the City of North Miami.

Section 2. Authorization of City Manager. The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to do all things necessary to effectuate the terms of the lease agreement.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of _____, 2018.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Smith Joseph, D. O., Pharm D.	_____	(Yes)	_____	(No)
Vice Mayor Carol Keys, Esq.	_____	(Yes)	_____	(No)
Councilman Scott Galvin	_____	(Yes)	_____	(No)
Councilman Philippe Bien-Aime	_____	(Yes)	_____	(No)
Councilman Alix Desulme	_____	(Yes)	_____	(No)

BUSINESS LEASE

THIS LEASE, ("Lease"), made and entered into as of this ____ day of April, 2018, by and between 805 REALTY, LLC, a Florida limited liability company ("Landlord") and CITY OF NORTH MIAMI ("Tenant"). Landlord hereby demises and rents unto Tenant, and Tenant hereby leases from Landlord, certain premises described below now existing in Landlord's property known as "Landlord's Strip Center" ("Property") located at 801-819 NE 125th Street, North Miami, Dade County, FL 33161, upon the terms, covenants and conditions set forth herein.

PREAMBLE: SUMMARY OF CERTAIN IMPORTANT LEASE TERMS

- A. **The Premises which are leased are:** 809 & 811 NE 125th Street, North Miami, Florida, 33161.
- B. **The Lease Term:** The Lease term shall be for the period of **Three (3)** years, commencing on the 15th day of April, 2018 the "Lease Commencement Date" and expiring on the 31st day of March, 2021.
- C. **Initial Yearly Base Rent:** The Initial Base Rent for the Premises is in the initial yearly amount of \$62,019.96 payable in monthly installments, plus any and all applicable sales and/or use taxes, as set forth below.
- D. **The initial monthly payments required under this lease by Tenant are as follows:**
- | | | | | | |
|--------------------|--------------------|----------------|------------------|-------|--------------------|
| Monthly Base Rent: | <u>\$ 5,168.33</u> | plus sales tax | <u>\$ 351.45</u> | total | <u>\$ 5,519.78</u> |
| Monthly Trash: | <u>\$ 75.00</u> | plus sales tax | <u>\$ 5.10</u> | total | <u>\$ 80.10</u> |
- Total initial Monthly payment of Base Rent and sales tax: \$ 5,599.88
- E. **The Rent Commencement Date is:** April 1^{5th}, 2018 (*Due at Lease Signing**).
- F. **The gross leasable area of the Premises consists of approximately:** +/- 3,101 square feet.
- G. **Tenant's Use of the Premises is for:** City Office.
- H. **Tenant's Business Name:** To be determined by Tenant.
- I. **The Security Deposit to be placed by Tenant under this Lease is:** \$ 11,199.76*

Tenant is being granted early access to Premises and rent abatement for the balance of March 2018 after signing and providing Landlord with Security Deposit and first month's advanced rent via certified funds.

Tenant's Initial's: _____

1 of 28

Landlord's Initial's: _____

ARTICLE I: PREMISES, LEASE TERM, COMMENCEMENT DATE AND USE

ARTICLE 1.1: PREMISES LEASED BY TENANT

The Premises leased by Tenant are as set forth in the Preamble of this Lease and have a gross leasable area of approximately the square footage as set forth in the Preamble of this Lease. The boundaries and locations of the Premises may be outlined on the Premises Description of the Property if attached hereto, which sets forth the general layout of the Property, but shall not be deemed to be a warranty, representation or agreement on part of the Landlord that said Property will be exactly as indicated on said diagram. There is no warranty as to the square footage approximation.

ARTICLE 1.2: LEASE TERM

The Lease Term shall be for the period as set forth in the Preamble of this Lease, unless sooner terminated or extended as hereinafter provided.

ARTICLE 1.3: RENT COMMENCEMENT DATE / LEASE YEAR

The Rent Commencement Date shall be as set forth in the Preamble of this Lease, with subsequent payments due on or before the first day of each month thereafter. If the commencement date falls on any day other than the first day of any month, that month's rent shall be prorated.

For purpose of this Lease, the term Lease Year is defined to mean a calendar year (beginning January 1 and extending through December 31 of any given year). Any portion of a year which is less than a Lease Year, that is, from the Lease Commencement Date through the next December 31, and from the last January 1 through the last day of the Lease Term, shall be defined as a Partial Lease Year.

ARTICLE 1.4: USE OF PREMISES

- A. Tenant shall use the Premises solely for the purpose as set forth in the Preamble of this Lease. Tenant represents that it has performed its due diligence and that such use is permissible and allowed by the requisite governmental authorities having jurisdiction over the Premises.
- B. Tenant acknowledges that it has fully inspected and accepts the Premises in their present condition and "as is" (subject only to the improvements set forth herein under the Work Letter, if any and only if attached and initialed) and without warranty or representations of any kind except as specifically set forth in this Lease, and that the same are then suitable for the use specified herein. Tenant represents that it has not relied on any representations of Landlord or any agent of Landlord but solely on its own investigations and due diligence.
- C. The Premises are leased subject to any and all conditions that an accurate examination of the Premises will disclose. Tenant's taking possession of the Premises shall be conclusive evidence against the Tenant that the Premises were in good order and satisfactory condition when Tenant took possession. Tenant has fully investigated the condition of the Premises, zoning and any other applicable laws and governmental and quasi-governmental regulations relating to or applicable to the Premises and Tenant's proposed use of the Premises or has knowingly waived its right to do so and is fully familiar with the physical condition of the Premises and every part thereof, including without limitation, the indoor air quality ("IAQ") generally and compliance with all laws, including, without limitation, Americans With Disability Act, zoning and use, and Tenant accepts the same "as is" therein. Tenant has not received nor relied on any representation of Landlord or its employees or agents unless specifically set forth in this Lease. No promises of Landlord to alter, remodel or improve the Premises have been made by Landlord to Tenant, unless the same is contained by written Work Letter, if any attached hereto. At the termination of this Lease, by lapse of time or otherwise, Tenant shall return the Premises to Landlord in as good a condition as when Tenant took possession, ordinary wear and tear

excepted, failing which Landlord may restore the Premises to such condition, and Tenant shall pay the costs thereof. Tenant shall not make or allow to be made any alterations or physical additions in or to the Premises without first obtaining the written consent of Landlord, which consent may, in the sole discretion of Landlord, be denied. Any alterations, physical additions or improvements to the Premises made by Tenant shall at once become the property of Landlord and shall be surrendered to Landlord upon the termination of this Lease; provided however, Landlord, at its option, may require Tenant to remove any physical additions and/or repair any alterations in order to restore the Premises to the condition existing at the time Tenant took possession and all costs of removal and/or alterations to be borne by Tenant.

- D. It is the Tenant's sole responsibility to apply for and obtain all governmental approvals, zoning approval business licenses, use permits and the like, and tenant shall use high diligence in obtaining same, including the pursuit of all administrative remedies and appeals and shall indemnify and hold Landlord harmless from any and all costs and expenses incurred by Landlord, including without limitation code enforcement fines, penalties and administrative costs and expenses and attorneys' fees, which may be incurred by Landlord as a result of Tenant's failure to fully and faithfully comply with this Article and/or with any governmental requisites or requirements.

ARTICLE 1.5: DELAY OF POSSESSION

Intentionally Deleted.

ARTICLE II: RENT

ARTICLE 2.1: BASE RENT:

From the Lease Commencement Date until the first anniversary thereof (or the first day of the month immediately subsequent to the first anniversary of the Commencement Date if the Commencement Date is not the first day of the month), Tenant will pay rent for the Premises Base Rent in the initial yearly amount as set forth in the Preamble of this Lease, payable in monthly installments as set forth in the Preamble of this Lease, plus any and all applicable sales and/or use taxes. Said Monthly Rent shall be payable without demand, set-off or deduction, in advance of or on the first day of each month, plus applicable sales and other taxes, now or later enacted. All checks are to be made payable to the order of Landlord and mailed or delivered to Landlord's office or at such other address as Landlord may, from time to time, designate in writing. Notwithstanding any designation or measurement, the Tenant's occupancy rights shall be solely as to the physical premises provided and are not based upon any specific square footage measurement. For purposed of this Lease, the parties agree that the rentable square footage of the Premises shall be as set forth in Paragraph 1.1 herein, notwithstanding any actual physical measurement.

ARTICLE 2.2: BASE RENT INCREASE

Intentionally Deleted.

ARTICLE 2.3: LATE PAYMENT PENALTY

Tenant agrees to promptly pay all Base Rent and all Additional Rent, and other charges that accrue under this Lease, and Tenant acknowledges that such agreement is a material inducement for Landlord to enter into this Lease. If any monies remain unpaid for 5 days after the same become due and payable, Landlord will bill and Tenant shall pay a late charge as hereafter provided. Failure to make rent payments as required herein or other payments required under the terms and provisions of this Lease shall constitute a default. If the monthly payment of rent is not received by Landlord by 5:00 p.m. on the 5th day from when it is due, a "**LATE CHARGE**" of 5% (five percent) of such payment shall be due Landlord as additional rent which shall be immediately due and payable. If any check received by the Landlord from Tenant in payment of any amount payable by Tenant under this Lease is returned by the Landlord's bank for insufficient funds, or for any reason whatsoever, a service charge of \$50.00 (fifty dollars) or such greater amount allowed by

law for each check shall be due Landlord as Additional Rent and shall be due and payable no later than the next scheduled monthly rent payment. If the 5th day of the month is on a Saturday or Sunday, the due date is the following Monday. If the due date is on a nationally recognized holiday, then the due date is the next business day. In no event shall the late charge (including any charge or fee held to be a late charge or interest by a court of competent jurisdiction) accrue to be payable herein in excess of the highest rate or amount allowable by law, if any, and any such late payment or interest in excess of such highest amount allowed by law, if any, and when and if paid, any such excess shall constitute and be treated as a payment on the rent and other charges due under this Lease and shall operate to reduce future rent by the amount of such excess, or if in excess of future rent, such excess shall be refunded to the Tenant.

ARTICLE 2.4: ADDITIONAL RENT-DEFINITIONS

All sums payable by Tenant to Landlord under this Lease (except Base Rent) shall be deemed to be and shall become Additional Rent hereunder and, together with Base Rent, shall be included in the term "Rent" whenever such term is used herein. Landlord, at its election, shall have the right to pay or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease, and in the event Landlord elects to pay such sums or do such acts requiring the expenditure of monies, all such sums so paid by Landlord, together with interest thereon, shall be deemed to be Additional Rent and payable as such by Tenant to Landlord upon demand.

ARTICLE III: COMMON AREAS AND COMMON AREA MAINTENANCE

ARTICLE 3.1: COMMON AREAS

Landlord shall make available within the Property such Common Areas, including but not limited to parking areas, driveways, truckways, delivery passages, loading docks, pedestrian sidewalks and ramps, access and egress roads, open and enclosed courts and malls, landscaped and planted areas, and other facilities, as Landlord in its sole discretion shall deem appropriate.

Landlord shall operate, manage, equip, light, repair and maintain said Common Areas for their intended purposes in such manner as Landlord in its sole discretion shall determine, and Landlord reserves the right to change from time to time the size, location, nature and use of any Common Area, to sell or lease any portion thereof and to make additional installations therein and to move and remove same, and Landlord shall not be subject to liability therefor, nor shall Tenant be entitled to any compensation, or diminution or abatement of rent, nor shall any such action be deemed an actual or constructive eviction of Tenant.

ARTICLE 3.2: USE OF COMMON AREAS

During the Lease Term only, Tenant and its permitted concessionaires, officers, employees, agents, customers and invitees shall have the non-exclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use the Common Areas as designated from time to time by Landlord, subject to such reasonable rules and regulations as Landlord may from time to time impose, including the designation of specific areas in which vehicles owned by Tenant, its concessionaires, officers, employees and agents must be parked. Landlord may at any time close temporarily any common area to make repairs or changes, and Landlord shall not be subject to liability therefor nor shall any such action be deemed an actual or constructive eviction of Tenant. Tenant shall not at any time interfere with the rights of Landlord and other Tenants, its and their concessionaires, officers, employees, agents, customers, and invitees, to use any part of the parking areas and other Common Areas. Neither Tenant nor Tenant's employees, concessionaires, officers or agents may solicit business in the parking or other Common Areas, or distribute any handbills or other advertising matter in such areas or place any such handbills or advertising matter in or on any vehicles parked therein without Landlord's prior written consent. Landlord reserves the right to grant to third persons the non-exclusive right to cross over and use in common with Landlord and all Tenants of the Property the Common Areas as designated from time to time by Landlord.

ARTICLE 3.3: COMMON AREA MAINTENANCE COSTS

Intentionally Omitted

ARTICLE 3.4: CHARGE FOR COMMON AREAS

Intentionally Omitted

ARTICLE IV: UTILITY SERVICES

ARTICLE 4.1: UTILITIES

Tenant shall pay all charges for gas, electricity, water, sewer, telephone, **garbage/waste/trash removal and all other utilities which may be used upon or in connection with the Premises and to make payments on all of such before any of them become in default. Tenant agrees that it shall not install any equipment which will exceed or overload the capacity of any existing utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord and in full compliance with all applicable building codes. Tenant shall promptly pay for all public utilities rendered or furnished to the Premises from and after the date Tenant assumes possession of the Premises (irrespective of whether Tenant shall have opened for business in the Premises) and all taxes thereon. Landlord, at its election, may install re-registering meters and collect any and all charges aforesaid from Tenant as and when bills are rendered by Landlord, making returns to the proper public utility company or governmental unit, provided that Tenant shall not be charged more than the rates it would be charged for the same services if furnished direct to the Premises by such companies or governmental units. **** Tenant shall reimburse Landlord a flat monthly fee for trash as provided for in the Preamble.**

ARTICLE V: TAXES

ARTICLE 5.1: TENANT'S TAXES

Tenant covenants and agrees to pay promptly when due all taxes imposed upon its business operations and its personal property situated in the Premises.

ARTICLE VI: REPAIRS AND MAINTENANCE

ARTICLE 6.1: REPAIRS BY LANDLORD

Landlord shall keep the foundations and the roof in good order and repair, and shall make structural repairs and replacements necessary to keep in good order and repair the structural portions of the Property and the pipes and ducts running through the Common Areas only and not including Tenant's service connections therewith. Landlord shall not be liable for damages or injuries arising from the failure to make said repairs, nor shall Landlord be liable for damages or injuries arising from defective workmanship or materials in making any such repairs. Landlord shall have no obligation to repair until a reasonable time after the receipt by Landlord of written notice of the need for repairs. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. All property of Tenant, including merchandise and furnishings, kept or stored on the Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any and all claims arising out of damage to same. If Landlord is required to make repairs by reason of any act, omission or negligence of Tenant, any permitted subtenants, concessionaires or their respective employees, agents, invitees, licensees or contractors, the cost of such repairs shall be borne by Tenant and shall be due and payable immediately upon receipt of Landlord's notification of the amount due.

ARTICLE 6.2: REPAIRS AND MAINTENANCE BY TENANT

Tenant shall make and pay for all repairs to the interior of the Premises and shall replace all things necessary to keep the same in a good state of repair, such as, but not limited to, all fixtures, furnishings,

Tenant's Initial's: _____

Landlord's Initial's: _____

lighting, air conditioning, doors, store fronts, windows and store signs of Tenant. Tenant shall then maintain, replace and keep in good repair all air conditioning, plumbing, heating, and electrical installations for the Premises. Any air conditioning unit supplied by Tenant shall remain in the Premises for the duration of the Lease Term and any renewals thereof, and shall become the property of the Landlord upon installation of such unit.

Tenant shall at all times keep the Premises and the immediate areas in front, behind and adjacent to it, exterior entrances, exterior walls, all glass and show windows, moldings and bulkheads, and all partitions, doors, floor surfaces, fixtures, air conditioner/HVAC, equipment and appurtenances thereof in good order, condition and repair, and in a satisfactory condition of cleanliness, including reasonable periodic painting of the interior of the Premises. Tenant shall be fully responsible and liable for the maintenance and lighting of all its exterior signs, and shall periodically repaint metal surfaces that rust or begin to deteriorate from any causes. Any damage to the exterior walls to which a sign may be attached, including but not limited to rust stains and structural cracking of the facia, caused by Tenant's use of such sign, shall be repaired by Tenant at its own cost. Tenant shall make such other necessary repairs in and to the Premises not specified in Article 6.1 hereof as the responsibility of Landlord, and shall keep in force a standard maintenance agreement with a company acceptable to Landlord on all air conditioning equipment and provide a copy of said maintenance agreement to Landlord. In addition to the foregoing, Tenant shall install, repair, replace and maintain fire extinguishers and other fire prevention equipment in the Premises in accordance with the recommendations or requirements of Landlord's fire engineer or Landlord's fire insurance carrier, or in accordance with any future recommendations of Landlord's fire insurance carrier or fire engineer, as well as in accordance with applicable governmental codes.

If Tenant refuses or neglects to properly repair and/or maintain the Premises as required herein and to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may, but shall not be obligated to, make such repairs and/or maintenance, without liability for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay Landlord's costs for making such repairs plus 20% for overhead, upon presentation of the bill. Such bill shall include interest at 18% per annum on the cost from the date of completion of repairs until the date payment is received by Landlord.

ARTICLE 6.3: RIGHT OF ENTRY

Landlord or its representatives shall have the right to enter the Premises at reasonable hours of any day during the Lease Term to a) ascertain if the Premises are in proper repair and condition, and further, Landlord or its representatives shall have the right, without liability, to enter the Premises for the purposes of making repairs, additions or alterations thereto or to the building in which the same are located, including the right to take their required materials therefor into and upon the Premises without the same constituting an eviction of Tenant in whole or in part, and the Rent shall not abate while such repairs, alterations, replacements or improvements are being made by reason of loss or interruption of Tenant's business due to the performance of any such work; and b) show the Premises to prospective purchasers, lenders and tenants. If Tenant shall not be personally present to permit an entry into said Premises when for any reason an entry therein shall be permissible, Landlord may enter the same by a master key or by the use of force without rendering Landlord liable therefor and without in any manner affecting Tenant's obligations under this Lease. During the Ninety (90) days prior to the expiration or earlier termination of the Lease Term, Landlord may place a "For Lease" sign on the Premises.

ARTICLE 6.4: SIDEWALKS AND OUTSIDE AREAS

Nothing shall be thrown or swept out of doors or windows of Tenant's Premises onto sidewalks, entrances, passages, courts, plazas or any of the Common Areas. Tenant agrees to use reasonable diligence to keep the sidewalks and outside areas immediately in front, behind and adjacent to the Premises broom-clean and otherwise keep said areas free of trash, litter or obstruction of any kind.

ARTICLE 6.5: REPLACEMENT OF GLASS

At the commencement of the Lease Term, Tenant accepts all glass in the Premises in its "As Is" condition with all faults, if any. Tenant shall, at its own expense, replace all glass which is or becomes broken or damaged with glass of at least the same quality and physical properties and in accordance with all then applicable building codes.

ARTICLE 6.6: TRASH AND REFUSE

Tenant shall be required to provide for their own trash removal from the Premises at their sole expense. If Landlord provides a common dumpster or trash comparator, then Landlord reserves the right to bill monthly a prorata share of trash and reuse removal cost as Additional Rent if not included in any applicable CAM charges and Landlord reserves the right to readjust this amount if there is an increase in its cost of trash or rubbish removal. If it is determined that Tenant requires a greater level of trash or rubbish removal service than the minimum provided, Landlord may bill Tenant an additional amount based on usage. Interruption or failure of any service required to be furnished to Tenant by Landlord, if due to causes beyond Landlord's control, shall not entitle the Tenant to any allowance or reduction of rent or fees.

Tenant agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal municipal and local government, department, commissions and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse and trash. Tenant shall sort all and separate such items in categories as provided by law, and in accordance of the rules and regulations developed by the Landlord for the sorting, separating of such designated recyclable materials (if applicable).

Tenant shall pay all costs, expenses, fines, penalties or damages imposed on Landlord or Tenant by reason of Tenant's failure to comply with the above, and shall indemnify, defend and hold Landlord and Landlord's management company harmless from and against any action, claims, and suits arising from such noncompliance, using counsel reasonably satisfactory to the Landlord, if Landlord so elects. Tenant shall be liable to Landlord for any cost, expenses, including attorney's fees, if any action or proceeding by Landlord against Tenant based on Tenant's breach of this Article.

ARTICLE 6.7: FIRE EXTINGUISHERS.

Keeping any required fire extinguishers in the Premises and their certification current is the Tenant's sole responsibility and at Tenant's sole cost. Landlord shall in no event be responsible for maintain or providing fire extinguishers. If the Premises contain any fire extinguishers at the Lease Commencement, Tenant agrees to pay for the cost to replace any missing or damaged fire extinguishers.

ARTICLE VII: RESTRICTIONS ON USE OF PREMISES

ARTICLE 7.1: RESTRICTION ON USE OF PREMISES

Tenant covenants and agrees to use the Premises only for the permitted uses set forth in Article 1.4 and for no other purpose, and Tenant shall not maintain or permit to be maintained within the Premises any vending machines of any nature except vending machines solely for use by Tenant or Tenant's employees which are located only in non-sales areas. The Premises and all building and improvements thereon shall, during the Lease Term, be used only and exclusively for lawful and moral purposes and no part of the Premises or improvements thereon shall be used in any manner whatsoever that will injure the reputation of the Property nor for any purposes in violation of the laws, ordinances, regulations or orders of the United States, of the State, County and/or City where the Premises are located or the Fire Insurance Rating organization and/or the Board of Fire Insurance Underwriters, or any duly constituted subdivision, department or board thereof. Tenant shall comply with all such laws, ordinances, regulations or orders now in effect or hereafter enacted or passed during the Lease Term insofar as the Premises and any signs of Tenant are concerned, and shall make at Tenant's own cost and expense all repairs, additions and

alterations to the Premises and signs ordered or required by such authorities, whether to meet the special needs of Tenant, or by reason of the occupancy of Tenant, or otherwise.

ARTICLE 7.2: TENANT'S NORMAL BUSINESS OPERATIONS

Intentionally Deleted.

ARTICLE 7.3: RULES AND REGULATIONS

Tenant's use of the Premises shall be subject, at all times during the Lease Term, to Landlord's right to adopt in writing, from time to time, modify and/or rescind reasonable Rules and Regulations not in conflict with any of the express provisions hereof governing the use of the parking areas, malls, walks, driveways, passageways, signs, exterior of buildings, lighting and other matters affecting other tenants in and the general management and appearance of the Property of which the Premises are a part, but no such rule or regulation shall discriminate against Tenant. The current Rules and Regulations, if any, are attached hereto and made part hereof.

ARTICLE 7.4: SIGNS, AWNINGS AND CANOPIES

Tenant may erect such signs on the building face outside the Premises at Tenant's sole cost and expense, as are first approved by Landlord and approved thereafter by the applicable governmental authorities.

ARTICLE 7.5: HAZARDOUS MATERIALS

Tenant shall not permit the presence, handling, use, storage or transportation of hazardous or toxic materials in or about the Premises or the Building, except in strict compliance with all laws, ordinances, rules, regulations, orders and guidelines of all governmental authorities having jurisdiction and the applicable Board of Insurance Underwriters (collectively the "Toxic Waste Regulations"). In no event shall hazardous or toxic materials be disposed of in or about the Premises or the Building but shall only be disposed of by means of a duly licensed hazardous waste disposal service. Tenant shall provide Landlord with copies of all pertinent documentation establishing disposal in accordance with the foregoing, including, without limitation, manifests and receipts for materials. Tenant shall obtain and maintain throughout the Term or any extension or renewal thereof, all licenses and permits required in connection with Tenant's activities which may involve hazardous or toxic materials. Tenant shall allow access to the Premises by the appropriate governmental agency and Landlord so that such parties may assure compliance with the requirements of this subparagraph. Tenant acknowledges that it is aware of the penalties for improper disposal of hazardous waste as set forth in Section 403.727, Florida Statutes or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect. Tenant hereby warrants, represents and covenants to and with Landlord that Tenant shall comply with all requirements of the Toxic Waste Regulations including, without limitation, the applicable requirements of Chapter 403, Florida Statutes and any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect. Tenant represents and warrants that Tenant shall at all times during the Term or any extension or renewal thereof, be in compliance with the Toxic Waste Regulations, and shall indemnify, defend and hold Landlord, Landlord's management company and Landlord's mortgagees harmless from and against any and all claims, liabilities, injuries, damages, costs and expenses (including attorneys' fees) arising out of or in connection with any breach of the covenants, representations or warranties of this subparagraph. Notwithstanding anything to the contrary, in the event Tenant shall maintain any hazardous or toxic materials in or about the Premises, Tenant shall first obtain a policy of environmental indemnity insurance in form and amounts as required by Landlord, naming Landlord and Landlord's management company as additional insured's and otherwise in compliance with the provisions applicable to insurance coverage as set forth in Article 9 herein.

ARTICLE 7.6: COMPLIANCE WITH ADA REQUIREMENTS.

Tenant shall be solely responsible, at its own cost, for maintaining the Premises in full and complete

compliance with the all of the requirements of the Americans With Disabilities Act of 1990 and Title 28-Code of Federal Regulations-Chapter 1-Part 36 and any federal, state and/or local law, ordinance or regulation regarding persons with disabilities and/or physical access features for persons with disabilities at public accommodations (collectively "ADA"), as they may be amended from time to time. Tenant shall indemnify and hold the Landlord, Landlord's management company and Landlord's mortgagees harmless from and against any liability, cost, action or expense, including reasonable attorneys' fees at all levels, incurred by Landlord, Landlord's management company and/or Landlord's mortgagees in connection with any non-compliance of the ADA with regard to the Premises. Tenant hereby authorizes and empowers Landlord for and on Tenant's behalf to compromise and/or settle any ADA action brought against Landlord and/or Tenant with regard to the Premises including, without limitation, to execute such settlement agreements, consent decrees, stipulations and any other document for and on behalf of Tenant and Tenant shall faithfully, timely and completely abide and comply with the terms and conditions of any such compromises, consent decrees, stipulations and/or settlement agreements.

ARTICLE 7.7: RADON, MOLD AND MILDEW.

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 testing may be obtained from your county public health unit.

Mold and mildew can occur in buildings under certain circumstances, unless care is taken to avoid such occurrence. The occurrence of mold and mildew may pose health hazards to certain individuals. Landlord has not investigated and makes no representation concerning the existence or non-existence of mold and mildew in the Property or Premises at the time of the commencement of the Lease.

The Tenant is taking the Premises in its "As Is" condition and shall make all of its own investigations prior to signing this Lease and hereby releases Landlord from any and all claims and causes of action regarding any radon, mold or mildew in or about the premises whether now or hereafter occurring.

ARTICLE VIII: ADDITIONS, ALTERATIONS, REPLACEMENTS AND TRADE FIXTURES

ARTICLE 8.1: BY LANDLORD

Landlord hereby reserves the right at any time to make alterations or additions to the Property and to the building in which the Premises are contained.

ARTICLE 8.2: BY TENANT

Upon receipt of Landlord's prior written approval, Tenant may from time to time, at its own expense, alter, renovate or improve the interior of the Premises provided the same be performed in a good and workmanlike manner, in accordance with accepted building practices and so as not to weaken or impair the strength or lessen the value of the building in which the Premises are located. No changes, alteration or improvements affecting the exterior of the Premises shall be made by Tenant without the prior written approval of Landlord. Any work done by Tenant under the provisions of this Article shall not interfere with the use by the other tenants of their premises in the Property. In addition to its proportionate share, Tenant also agrees to pay 100% of any increase in the Real Estate Taxes or Landlord's Personal Property Taxes resulting from such improvements.

Upon obtaining the prior written consent of Landlord, Tenant shall remove such alterations, decorations, additions and improvements and restore the Premises as provided in Article 8.5, and if Tenant fails to do so and moves from the Premises, all such alterations, decorations, and additions and improvements shall become the property of Landlord.

ARTICLE 8.3: CONSTRUCTION INSURANCE AND INDEMNITY

Tenant shall indemnify and hold Landlord and Landlord's management company harmless from any and all claims for loss or damages or otherwise upon or in any manner growing out of any alterations or construction undertaken by Tenant under the terms of this Lease, including all costs, damages,

expenses, court costs and attorney's fees, incurred in or resulting from claims made by any person or persons, by other tenants of premises in the Property, their subtenants, agents, or employees, customers and invitees.

Before undertaking any alterations or construction, Tenant shall obtain and pay for a public liability policy insuring Landlord and Tenant against any liability which may arise on account of such proposed alterations or construction work in limits of not less than \$1,000,000.00 for any one person, \$2,000,000.00 for more than one person in any one accident and \$1,000,000.00 for property damage; and a copy of such policy shall be delivered to Landlord prior to commencement of such proposed work. Tenant shall also maintain at all times fire insurance with extended coverage in the name of Landlord and Tenant as their interests may appear in the amount adequate to cover the cost of replacement of all alterations, decorations, additions or improvements in and to the Premises and all trade fixtures therein, in the event of fire or extended coverage loss. Tenant shall deliver to Landlord copies of such fire insurance policies which shall contain a clause requiring the insurer to give Landlord 30 days' notice of cancellation of such policies.

ARTICLE 8.4: CONSTRUCTION LIENS AND ADDITIONAL CONSTRUCTION

If by reason of any alteration, repair, labor performed or materials furnished to the Premises for or on behalf of Tenant any construction or other lien shall be filed, claimed, perfected or otherwise established as provided by law against the Premises, Tenant shall discharge or remove the lien by bonding or otherwise, within thirty (30) days after Tenant receives notice of the filing of same. Notwithstanding any provision of this Lease seemingly to the contrary, Tenant shall never, under any circumstances, have the power to subject the interest of Landlord in the Premises to any mechanics' or materialmen's liens or liens of any kind, nor shall any provision contained in this Lease ever be construed as empowering the Tenant to encumber or cause the Landlord to encumber the title or interest of Landlord in the Premises.

Notwithstanding anything to the contrary contained herein, the interest of the Landlord shall not be subject to liens for improvements made by the Tenant. The Tenant shall notify any and all contractors making any improvements to the premises of this provision herein. Tenant is advised that Florida Statute § 713.10 provides that the knowing or willful failure of the Tenant to provide such notice to the contractor shall render the contract between the Tenant and the contractor voidable at the option of the contractor. This Lease or a short form thereof may be recorded at any time by Landlord. Landlord and Tenant expressly acknowledge and agree that neither the Tenant nor any one claiming by, through or under the Tenant, including without limitation contractors, subcontractors, materialmen, mechanics and laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the Premises nor upon any building or improvement thereon; on the contrary, any such liens are specifically prohibited. All parties with whom the Tenant may deal are hereby put on notice that the Tenant has no power to subject the Landlord's interest in the Premises to any claim or lien of any kind or character and any persons dealing with the Tenant must look solely to the credit of the Tenant for payment and not to the Landlord's interest in the Premises or otherwise. Any lien filed against the Premises in violation of this paragraph shall be null and void and of no force and effect. Tenant shall indemnify and hold Landlord, Landlord's mortgagee and Landlord's management company harmless from and against any such liens and costs, damages, charges and expenses, including but not limited to attorneys' fees incurred in connection with or with respect to any such lien.

ARTICLE 8.5: TRADE FIXTURES

All trade fixtures and equipment installed by Tenant in the Premises shall be new or completely reconditioned or in good useable condition.

Provided Tenant is not in default hereunder, Tenant shall have the right, at the termination of this Lease, to remove any and all trade fixtures, equipment and other items of personal property not constituting a part of the freehold which it may have stored in or installed in the Premises including, but not limited to,

counters, shelving, showcases, chairs, and movable machinery purchased or provided by Tenant and which are susceptible of being moved without damage to the building, and the Premises, provided this right is exercised before the Lease is terminated and provided that Tenant, at its own cost and expense, shall repair any damage to the Premises caused thereby. The right granted Tenant in this Article 8.5 shall not include the right to remove any plumbing or electrical fixtures or equipment, heating or air conditioning equipment, floor-coverings (including wall-to-wall carpeting) glued or fastened to the floors or any paneling, tile or other materials fastened or attached to the walls or ceilings, all of which shall be deemed to constitute a part of the freehold. The Premises and the immediate areas in front, behind and adjacent to it shall be left in the same condition as it was at Lease commencement and with all Landlord improvements, if any, reasonable wear and tear excepted and in a broom-clean condition. Should Tenant fail to comply with this provision, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in connection therewith and Landlord may deduct the cost of thereof from Tenant's Security Deposit. If Tenant shall fail to remove its trade fixtures or other property at the termination of this Lease, such fixtures and other property not removed by Tenant and shall be deemed abandoned by Tenant, and, at the option of Landlord, shall become the property of Landlord. All of the foregoing is subject to Articles 11.2 and 12.2 of this Lease.

ARTICLE IX: INSURANCE AND INDEMNITY

ARTICLE 9.1: TENANT'S INSURANCE

Tenant shall maintain, at its own cost and expense, in responsible companies approved by Landlord, combined single limit public liability insurance, insuring Landlord, Landlord's Management Company and Tenant, as their interests may appear, against all claims, demands or actions for bodily injury, personal injury or death of any one person in an amount of not less than \$1,000,000.00; and for bodily injury, personal injury or death of more than one person in any one accident in an amount of not less than \$2,000,000.00; and for damage to property in an amount of not less than \$1,000,000.00. If Tenant engages in the sale of wine, beer, or liquor (alcohol sales of any kind) whether for on site or off site consumption, Tenant shall maintain, at its own cost and expense, in responsible companies approved by Landlord, Liquor Liability insurance in an amount not less than \$2,000,000.00. Additionally in the case of either a (i) nightclub use or (ii) restaurant use (where dancing or live music occur) Tenant shall maintain an Umbrella Liability insurance in an amount not less than \$2,000,000.00. Landlord, Landlord's Management Company, and their directors, officers, employees and agents, shall be covered as additional insureds without limitation in all such policies. All required liability insurance shall have no exclusion for Assault and Battery, Abuse and Molestation or incidents involving Firearms. Landlord shall have the right to direct Tenant to increase such amounts whenever it considers them inadequate. Such liability insurance shall also cover and include all exterior signs maintained by Tenant. The policy of insurance may be in the form of a general coverage or floater policy covering these and other premises, provided that Landlord and Landlord's Management Company are specifically insured therein. Tenant shall carry like coverage against loss or damage by boiler or compressor or internal explosion of boilers or compressors, if there is a boiler or compressor in the Premises. Tenant shall maintain insurance covering all glass forming a part of the Premises including plate glass in the Premises and fire insurance against loss or damage by fire or windstorms, with such endorsements for extended coverage, theft, vandalism, malicious mischief and special extended coverage as may be reasonably required or advisable, covering 100% of the replacement costs of any items of value, including but not limited to, signs, stock, inventory, fixtures, improvements, floor coverings, equipment and air conditioning compressors and equipment serving the Premises. Tenant shall maintain worker's compensation insurance as required by applicable law and environmental indemnity insurance if required under Article 7.5 of this Lease. All of said insurance shall be in form and in responsible companies satisfactory to Landlord, and shall provide that it will not be subject to cancellation, termination or change except after at least 30 days prior written notice to Landlord. Any insurance procured by Tenant shall be primary and shall contain an express waiver of any right of subrogation by the insurance company against Landlord, Landlord's Management Company and Landlord's insurer. The policies, together with satisfactory evidence of the payment of the premiums thereon, shall be deposited with Landlord on or before the day Tenant takes possession of the Premises. Failing to provide and maintain all required insurance shall be considered a material breach of this Lease. Thereafter, Tenant shall provide Landlord with evidence of proof of payment upon renewal of any such policy, not less than 30 days prior to expiration of the term of such coverage. In the event Tenant fails to obtain or maintain the insurance required

hereunder, Landlord may obtain same, without any obligation whatsoever to do so, and any costs incurred by Landlord in connection therewith plus a ten percent (10%) administrative fee shall be payable by Tenant upon demand. Nothing herein shall be deemed or construed to either (i) release Landlord's insurer from any obligation to Landlord; or (ii) impair Landlord's rights as to any of its own insurance coverages or policy benefits.

ARTICLE 9.2: EXTRA HAZARD INSURANCE PREMIUM

Intentionally Deleted.

ARTICLE 9.3: INDEMNITY

Tenant, during the Lease Term hereof shall indemnify and save Landlord, Landlord's mortgagee and Landlord's management company harmless from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, occurring within the Premises and immediately adjoining the Premises and arising out of the use and occupancy of the Premises by Tenant, or occasioned wholly or in part by any act or omission of Tenant, its subtenants, agents, contractors, employees, servants, lessees or concessionaires, excepting however such claims and demands, whether for injuries to persons or loss of life, or damage to property, caused by the intentional act of Landlord. If, however, any liability arises in the Common Areas because of the negligence of Tenant, Tenant's subtenants, agents, employees, contractors, invitees, customers or visitors, then in such event Tenant shall hold Landlord and Landlord's management company harmless. In case Landlord or Landlord's management company shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord and Landlord's management company harmless and pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord and/or Landlord's management company in connection with such litigation.

ARTICLE 9.4: DEFINITION & LIABILITY OF LANDLORD & LANDLORD'S MANAGEMENT COMPANY

The term "Landlord" as used in this Lease means only the owner or the mortgagee in possession for the time being of the building in which the Premises are located or the owner of a leasehold interest in the building and/or the land thereunder so that in the event of sale of the building or an assignment of this Lease, or a demise of the building and/or land, Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord hereunder and it shall be deemed without further agreement between the parties and such purchaser(s), assignee(s) that the purchaser, assignee or lessee has assumed and agreed to observe and perform all obligations of Landlord hereunder. The term "Landlord's management company" as used in this Lease means I.M.C. Property Management and Maintenance, Inc., a Florida corporation, and/or its successors and assigns, or any other property management company or person engaged by Landlord to manage or control the Property or the Premises. It is specifically understood and agreed that there shall be no personal liability on Landlord or Landlord's management company in respect to any of the covenants, conditions or provisions of this Lease; in the event of a breach or default by Landlord or Landlord's management company of any of their obligations under this Lease, Tenant shall look solely to the equity of Landlord in the Property or Landlord's management company's then existing and applicable insurance policy for the satisfaction of Tenant's remedies.

ARTICLE X: DAMAGE, DESTRUCTION AND CONDEMNATION

ARTICLE 10.1: DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY

A. Tenant shall give prompt notice to Landlord in case of fire or other damage to the Premises or the building(s) containing the Premises. In the event the Premises are damaged by fire, explosion, flood, tornado or by the elements, or through any casualty, or otherwise, after the commencement of the Lease Term, the Lease shall continue in full force and effect. If the extent of the damage is less than 50% of the cost of replacement of the Premises, the damage shall promptly be repaired by Landlord, at Landlord's expense, provided that Landlord shall not be obligated to so repair if such fire, explosion or other casualty is caused directly by the negligence of Tenant, its subtenants, permitted concessionaires, or their agents, servants or employees, and provided further that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage, and in no event shall Landlord be required to replace Tenant's stock in trade, fixtures, furniture, furnishings,

floor coverings and equipment. In the event of any such damage and (a) Landlord is not required to repair as herein-above provided, or (b) the Premises shall be damaged to the extent of 50% or more of the cost of replacement, or (c) the building of which the Premises are a part is damaged to the extent of 25% or more of the cost of replacement, or (d) all buildings (taken in the aggregate) in the Property shall be damaged to the extent of more than 25% of the aggregate cost of replacement, Landlord may elect either to repair or rebuild the Premises or the building or buildings, or to terminate this Lease upon giving notice of such election to Tenant within Ninety (90) days after the occurrence of the event causing the damage.

B. If the casualty, repairing, or rebuilding shall render the Premises untenable, in whole or in part, and the damage shall not have been due to the fault or neglect of Tenant, a proportionate abatement of the Base Rent shall be allowed from the date when the damage occurred until the date Landlord completes the repairing or rebuilding, said proportion to be computed on the basis of the relation which the gross square foot area of the space rendered untenable bears to the floor area of the Premises. If Landlord is required or elects to repair the Premises as herein provided, Tenant shall repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment, and if Tenant has closed for business, Tenant shall promptly reopen for business upon the completion of such repairs.

C. In the event the Premises or the building(s) shall be damaged in whole or in substantial part within the last 24 months of the original Lease Term, or within the last 24 months of the last Renewal Term, if renewals are provided for herein, Landlord shall have the option, exercisable within 90 days following such damage, of terminating this Lease, effective as of the date of receipt of mailing notice to Tenant hereof. If any such termination occurs during the Initial Lease Term, any options for renewal shall automatically be of no further force or effect.

D. No damage or destruction of the Premises or the building(s) shall allow Tenant to surrender possession of the Premises nor affect Tenant's liability for the payments of rent or any other covenant contained herein, except as may be specifically provided in this Lease. Notwithstanding any of the provisions herein to the contrary, Landlord shall have no obligation to rebuild the Premises or the building(s) and may at its own option cancel this Lease unless the damage or destruction is a result of a casualty covered by Landlord's policy.

ARTICLE 10.2: CONDEMNATION

In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of title vesting in such proceeding, and Landlord and Tenant shall thereupon be released from any further liability hereunder. If any part of the Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of Tenant, as determined by Landlord, then this Lease and the term herein shall cease and terminate as aforesaid. If such partial taking is not extensive enough to render the Premises unsuitable for the business of Tenant, then this Lease shall continue in effect, except that the Base Rent shall be reduced in the same proportion that the floor area of the Premises taken bears to the original floor area leased and Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to the building in which the Premises are located so as to constitute the portion of the building not taken a complete architectural unit, but such work shall not exceed the scope of the work to be done by Landlord in originally constructing said building, nor shall Landlord, in any event, be required to spend for such work in an amount in excess of the amount received by Landlord as damages for the part of the Premises so taken. "Amount received by Landlord" shall mean that part of the award in condemnation which is free and clear to Landlord of any collection by mortgagee for the value of the diminished fee. If this Lease is terminated as provided in this paragraph, Landlord shall make an equitable refund of any rent paid by Tenant in advance. Tenant shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial, and whether for diminution in value of the leasehold or to the fee although Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemnor, and but not from Landlord, such compensation as may be recoverable by Tenant in its own right for damage to Tenant's business, fixtures and improvements installed by Tenant at its expense.

ARTICLE XI: DEFAULT

ARTICLE 11.1: DEFAULT

Landlord may, at its option, terminate this Lease, as provided below and take the action outlined in Article 11.2 hereof, if:

1. Tenant defaults in the payment of any rentals or any other payments when due, and such default shall continue for three (3) days after notice from Landlord to Tenant; or
2. Tenant defaults in fulfilling any of the other covenants or obligations of this Lease on Tenant's part to be performed hereunder, and such default has not been cured within twenty (20) days after written notice from Landlord to Tenant specifying the nature of said default; or
3. If the default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within said five 20 day period, and if Tenant shall not in good faith have commenced the curing or remedying of such default within such 20 day period and shall not thereafter diligently proceed therewith to completion, which completion shall in no event be more than 40 days after notice from Landlord; or
4. If Tenant shall fail to occupy the Premises on the Commencement Date as fixed herein, or anytime thereafter, or shall fail to remain open for business throughout the Lease Term, as hereinbefore provided; or
5. At any time during the term should there be filed by or against Tenant or against any successor tenant then in possession, in any court, pursuant to any statute, either of the United States or any state, a petition:
 - (i) in bankruptcy,
 - (ii) alleging insolvency,
 - (iii) for reorganization,
 - (iv) for the appointment of a receiver or trustee,
 - (v) for an arrangement under the Bankruptcy Acts,
 - (vi) if a similar type of proceeding shall be filed and any such petition or filing against Tenant has not been dismissed within a period of 20 days; or
6. Tenant makes or proposes to make an assignment for the benefit of creditors.

ARTICLE 11.2: LANDLORD'S RIGHTS ON DEFAULT

In the event of any default which remains uncured after any applicable cure period and/or if the term of this Lease shall expire, and/or should Landlord elect to terminate this Lease as provided for herein, Landlord shall have the immediate right to re-entry and may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and on the account of Tenant, all without service of notice or resort to legal process, all of which Tenant expressly waives, and Landlord shall not be deemed guilty of trespass, or become liable for any loss or damage which may be occasioned thereby. Landlord shall have a lien for the payment of all sums agreed to be paid by Tenant herein upon all Tenant's property, which is to be in addition to Landlord's lien now or that may hereafter be provided by law. Should Landlord elect to reenter or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may make such alterations and repairs as may be necessary in order to relet the Premises or any part thereof, for such term or terms (which may be for a term extending beyond the Lease Term) and at such rentals and upon such other terms and conditions as Landlord, in its sole discretion, may reasonably deem advisable. Upon each such reletting, all rentals received by Landlord from such reletting 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

Tenant's Initial's: _____

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Landlord's Initial's: _____

costs and expenses of such reletting, including brokerage fees and to costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant as set forth herein, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. Landlord shall recover from Tenant all damages it may incur by reason of Tenant's default, including the cost of recovering the Premises and, including charges equivalent to rent reserved in this Lease for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other or any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or claim of injury or damage. In the event of a breach by Tenant of any of the covenants or provisions hereof, Landlord shall have, in addition to any other remedies which it may have, the right to invoke any remedy allowed at law or in equity, including injunctive relief. In the event of any litigation arising out of enforcement of this Lease, the prevailing party shall be entitled to recovery of all costs, including reasonable attorneys' fees.

Notwithstanding anything in this Lease to the contrary, Landlord reserves all rights which any state or local laws, rules, regulations or ordinances confer upon Landlord against a Tenant in default. This article shall apply to any renewals or extensions of this Lease. This Lease shall be deemed to have been made in the County in which the Premises are located and shall be interpreted, and the rights and liabilities of the parties here determined, in accordance with the laws of the State of Florida.

Upon any successful eviction action against Tenant and upon service of a writ of possession any and all equipment, fixtures and all other personal property remaining upon or in the Premises shall forthwith be deemed abandoned by Tenant and shall become the sole property of Landlord and Landlord shall have the right to use or dispose of the same in Landlord's sole discretion without any liability whatsoever to Tenant or any other person claiming any rights through Tenant.

In the event of a suit being instituted by Landlord to enforce this Lease, Landlord shall, as a matter of right, be entitled to apply at any time during such suit to the court having jurisdiction thereof for the appointment of a receiver of all Tenant's Property, and of all incomes, profits, issues and revenues thereof from whatsoever source derived. Thereupon, it is hereby expressly covenanted and agreed that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases, and said appointment shall be made without reference to the adequacy or inadequacy of the value or security of the Tenant's Property, or to the solvency or insolvency of Tenant or any other party defendant to such suit. Tenant hereby specifically waives the right to object to the appointment of a receiver as aforesaid and hereby expressly consents that such appointment shall be made as an admitted equity and as a matter of absolute right to Landlord. Tenant further agrees to pay all fees and costs of the receiver and its accountants and attorneys, and all costs, including reasonable attorneys' fees, incurred by Landlord in connection therewith.

During the continuance of any Default by Tenant pursuant to Article 11.1, Landlord or its agents may enter into and upon all or any part of the Premises and retain all of Tenant's property, and may exclude Tenant, its agents and employees wholly therefrom without liability therefor; and having and holding the same may operate, manage and control the Premises and sell or otherwise dispose of the Tenant's property. Landlord shall have the right to manage and operate and sell and dispose of Tenant's property as it shall deem appropriate in its sole discretion. Landlord shall be entitled to collect and receive all earnings, revenues, issues, profits and income of the Tenant's property, all of which shall for all purposes constitute property of Landlord; and after deducting the expenses of all expenses, maintenance, repairs, renewals, replacements, alterations, and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Tenant's property or any part thereof, as well as just and reasonable

compensation for the services of Landlord and for all attorneys, counsel, agents, clerks and other employees by it properly engaged and employed, Landlord shall apply the monies arising as aforesaid to the amounts due and to become due under the Lease in such order as Landlord may elect and any excess thereafter shall be held for Tenant.

Tenant expressly agrees to and submits to the jurisdiction and venue of the courts in in Miami-Dade County, Florida and the county courts in which the Premises are located for any suit hereunder.

ARTICLE 11.3: NON-WAIVER PROVISIONS

The failure of Landlord to insist upon strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained except as may be expressly waived in writing. Any entry or re-entry by Landlord shall not be deemed to absolve or discharge Tenant from liability hereunder.

ARTICLE 11.4: INABILITY TO PERFORM

If Landlord is delayed or prevented from performing any of its obligations under this Lease by reason of strike, labor disputes, or any cause whatsoever beyond Landlord's reasonable control, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any obligation by Landlord.

ARTICLE XII: SECURITY

ARTICLE 12.1: SECURITY DEPOSIT

A. Tenant has deposited with Landlord the sum as set forth in the Preamble of this Lease to be retained by Landlord without liability for interest, as security for the payment of all Rent and other sums of money which shall or may be payable for the full stated Lease Term, and any extension or renewal thereof, and for the faithful performance of all the terms of this Lease to be observed and performed by Tenant.

B. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without Landlord's prior written consent, and any such act on the part of Tenant shall be without force or effect and shall not be binding upon Landlord. Such security deposit shall not be considered an advance payment of rent or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy, use such fund to the extent necessary in Landlord's sole discretion to make good any arrears of rent and any other damage, injury, expense or liability caused to Landlord by such event of default. Following any such application of the security deposit, Tenant shall pay to Landlord immediately upon demand, the amounts so applied in order to restore the security deposit to the amount thereof prior to such application, and the failure to do so shall constitute a material default hereunder.

C. Such security deposit need not be segregated or kept in an earmarked account. Tenant shall not be entitled to any interest on such security deposit. If Tenant shall be late more than 3 times in the making of any payment of rent or any sum due under this lease, Tenant agrees that, upon request of Landlord, it will increase forthwith the amount of the security deposit to a sum one and one half the existing amount of such security deposit.

D. Within thirty (30) days after the expiration of the tenancy hereby created, whether by lapse of time or otherwise, provided Tenant shall not be in default hereunder and shall have complied with all the terms, covenants and conditions of this Lease, including the yielding up of the immediate possession to Landlord and payment of all bills incurred by Tenant in connection with its performance of the terms, covenants and conditions of this Lease, Landlord shall return to Tenant said sum on deposit or such portion thereof then remaining on deposit with Landlord as set forth herein. In the event of any dispute regarding the security deposit Tenant must commence any legal action within one year after this lease is terminated for any reason, otherwise, Tenant waives any and all rights with respect to such security deposit.

ARTICLE 12.2: PERSONAL PROPERTY

Upon termination of this Lease for any reason any and all equipment, fixtures, licenses and all other personal property remaining upon or in or about the Premises shall forthwith be deemed abandoned by Tenant and shall become the sole property of Landlord and Landlord shall have the right to use or dispose of the same in Landlord's sole discretion without any liability whatsoever to Tenant or any other person claiming any rights through Tenant.

ARTICLE XIII: ADDITIONAL TENANT AGREEMENTS

ARTICLE 13.1: MORTGAGE FINANCING AND SUBORDINATION

This Lease and all of Tenant's rights hereunder are and shall be subordinate to the present and any future mortgage (including any assignment of leases and rents) upon the Property, including renewals, extensions, modifications, replacements consolidations or substitutions of such present or future mortgages and all advances made or to be made thereunder, as well as to any existing ground lease, without the need for any additional document to evidence such subordination, however, Tenant shall, immediately upon request of either Landlord, the holder of any mortgage or Deed of Trust now or hereafter placed upon the Landlord's interest in the Premises or future additions thereto, and to any ground lease now or hereafter affecting the Premises, execute and deliver, immediately upon demand, such further instruments subordinating this Lease to the lien of any such mortgage or mortgages, and ground lease in such form as supplied by Landlord or Landlord's lender or ground lessor. Tenant agrees to execute all agreements required by Landlord's mortgagee or ground lessor or any purchaser at a foreclosure sale or sale in lieu of foreclosure by which agreements Tenant will attorn to the mortgagee or purchaser or ground lessor. In the event Tenant fails or refuses to execute any such documents such shall be considered a material default under this Lease and Tenant hereby appoints and authorizes Landlord and/or Landlord's management company to execute any such documents in its place and stead as attorney in fact, and waives any and all rights to object to said documents and fully exculpates and releases Landlord from any liability in connection therewith. This shall not be construed as an obligation of Landlord to execute such documents but shall be in Landlord's sole option to do so, without waiving any of Landlord's rights under this Lease.

ARTICLE 13.2: ASSIGNMENT OR SUBLETTING

All assignments of this Lease or sublease of the Premises by Tenant shall be subject to and in accordance with all of the provisions of this Article 13.2.

Tenant may not assign this Lease or sublease the Premises, in whole or in part without first having obtained the written consent of Landlord. Any assignment or sublease by Tenant shall be only for the purpose specified in Article 1.4 and for no other purpose without the express written authorization of Landlord, and in no event shall any assignment or sublease of the Premises release or relieve Tenant from any obligations of this Lease. If Tenant is a corporation and any transfer, sale, pledge or other disposition of more than Ten Percent (10%) of the common stock shall occur, or voting control or power to vote the majority of the outstanding capital stock be changed, such action shall be deemed an assignment under the terms of this Lease and shall be subject to all the terms and conditions hereof.

In the event that Tenant shall seek Landlord's permission to assign this Lease or sublet the Premises, Tenant shall provide to Landlord the name, address, financial statement and business experience resume of the proposed assignee or subtenant and such other information concerning such proposed assignee or subtenant as Landlord may require. Any proposed and approved assignee or subtenant of Tenant shall assume Tenant's obligations hereunder and deliver to Landlord an assumption agreement in form satisfactory to Landlord no less than 10 days prior to the effective date of the proposed assignment. Landlord may make additional requirements such as increased security deposit or require guaranties with regard to any assignment or sublease in its sole and absolute discretion. Notwithstanding any of the foregoing provisions, if Tenant is or has been at any time in default under any of the terms of this Lease which has not been cured, Tenant may not assign or sublet the Premises in whole or in part.

In the event of any sublease or assignment of all or any portion of the Premises where the rent in the sublease or assignment exceeds the rent or pro rata portion of the rent, as the case may be, for such space in the Lease, Tenant shall pay the Landlord monthly, as additional Rent, at the same time as the monthly installments of rent hereunder, one-half (1/2) of the excess rent paid for the sublease over the rent in this Lease applicable to the sublease space.

Tenant shall pay Landlord's reasonable attorney's fees and administrative processing and review fees in connection with any proposed assignment or sublease, the payment of which shall be a condition for any proposed assignment or sublease. Notwithstanding anything to the contrary contained herein, Landlord may, in its sole discretion, require any approved assignee or sublettee to enter into a new lease with Landlord with terms and conditions acceptable to Landlord.

ARTICLE 13.3: TENANT'S NOTICE TO LANDLORD OF DEFAULT

Should Landlord be in default under any of the terms of this Lease, Tenant shall give Landlord prompt written notice thereof in the manner specified in Article 14.1-Notices, and Tenant shall allow Landlord a reasonable length of time in which to cure such default, which time shall not in any event be less than Thirty (30) days from the date of receipt of such notice.

ARTICLE 13.4: SHORT FORM LEASE

Tenant agrees not to record this Lease or any memoranda without the express prior written consent of Landlord.

ARTICLE 13.5: SURRENDER OF PREMISES AND HOLDING OVER

A. Tenant shall give written notice to Landlord not less than 180 days nor more than 240 days prior to the expiration of the Lease Term and each extension or renewal thereof of Tenant's intention to: (i) vacate the Premises at the end of the Lease Term or extension or renewal; (ii) to attempt to enter into a new lease agreement for the Premises at terms to be negotiated by Landlord and Tenant in Landlord's sole and absolute discretion with no obligation whatsoever, if no such renewal or extension rights remain.

B. At the expiration of the tenancy and subject to Article 13.5(A), Tenant shall surrender the Premises in good condition, reasonable wear and tear excepted, and damage by unavoidable casualty, and Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of Rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. In the event Tenant remains in possession of the Premises after the expiration of the tenancy created hereunder, whether or not with the consent or acquiescence of Landlord, and without the execution of a new lease, Tenant, at the option of Landlord, shall be deemed to be occupying the Premises as a Tenant at will on a week-to-week tenancy and in no event on a month-to-month or on a year-to-year tenancy. The rent during this week-to-week tenancy shall be payable weekly at twice the Base Rent, twice the percentage rent (if applicable), and twice all other charges due hereunder, and shall be subject to all other terms, conditions, covenants, provisions and obligations of this Lease, and no extension or renewal of this Lease shall be deemed to have occurred by such holding over.

ARTICLE 13.6: ESTOPPEL CERTIFICATE

Tenant agrees to provide at any time, within 10 days of Landlord's or Landlord's lender's written request a statement certifying that this Lease is unmodified and in full force and effect or, if there have been modifications, same are in full force and effect as modified and stating the modifications and the dates to which the Base Rent and other charges have been paid in advance, if any. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Premises.

ARTICLE 13.7: COMPLIANCE WITH LAWS

Tenant, at its sole expense, shall use high diligence in complying with all laws, rules orders and regulations of federal, state, county and municipal authorities, and with any direction of any public officer

or officers, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to and arising out of Tenant's use or occupancy of the Premises. If Tenant receives notice of any violation of law, ordinance, order or regulation applicable to the Premises, it shall give prompt notice thereof to Landlord. Without limiting the generality of the foregoing, Tenant shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the Premises, including without limitation all such requirements applicable to removing barriers, furnishing auxiliary aids and ensuring that whenever alterations are made, the affected portion of the Premises are readily accessible to and usable by individuals with disabilities. Tenant represents and warrants that Tenant shall at all times during the Term or any extension or renewal thereof, be in compliance with this subparagraph and shall indemnify, defend and hold Landlord, Landlord's management company and Landlord's mortgagees harmless from and against any and all claims, liabilities, injuries, damages, costs and expenses (including attorneys' fees) arising out of or in connection with any breach of the covenants, representations or warranties of this subparagraph.

ARTICLE 13.8: RELOCATION

Intentionally Deleted.

ARTICLE XIV: MISCELLANEOUS PROVISIONS

ARTICLE 14.1: NOTICES

Whenever notice shall or may be given to either of the parties by the other, each such notice shall be either delivered in person or sent by registered or certified mail, with return receipt requested.

Notice to Landlord shall be sent to: 696 NE 125 Street
North Miami, FL 33161
Attention: _____

Notice to Tenant shall be sent to the Premises address unless written notice is otherwise give to Landlord.

ARTICLE 14.2: ENTIRE AND BINDING AGREEMENT

This Lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all parties hereto or their successors in interest. The parties hereto acknowledge that this instrument represents the full and complete Agreement of the parties and that there are no oral representations by either party that have not been completed or constitute a condition precedent to the validity of this Agreement. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Landlord and Tenant and their respective heirs, successors and assigns, except as may be otherwise expressly provided in this Lease. Landlord, Landlord's management company, their officers, representatives, employees and agents make no representations whatsoever to Tenant with regard to this Lease, the Premises, or any other matter unless specifically set forth in this Lease in writing. Tenant represents and warrants that it has not relied on any representations whatsoever in entering into this Lease other than as expressly set forth in this Lease.

ARTICLE 14.3: PROVISIONS SEVERABLE

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

ARTICLE 14.4: CAPTIONS

The captions contained herein are for convenience and reference only and shall not be deemed as part of this Lease or construed as in any manner limiting or amplifying the terms and provisions of this Lease to which they relate.

ARTICLE 14.5: RELATIONSHIP OF THE PARTIES

Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto; it being understood and agreed that neither the method of computing rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant.

ARTICLE 14.6: FINANCIAL STATUS

Intentionally Deleted.

ARTICLE 14.7: BUSINESS ENTITY STATUS

If Tenant is a business entity and this Lease is signed on behalf of Tenant by a person in a representative capacity, the person or persons signing in such capacity represents and warrants to the Landlord and its successors and assigns that the execution and delivery of this Lease has been duly and validly authorized and all requisite actions have been taken to make it valid and binding on the entity they represent. Furthermore, the entity they represent will, on the date of the commencement of this Lease, be duly organized, validly existing and in good standing in the state of organization and entitled to conduct its business in the state where the Premises are located and remain validly existing and in good standing during the entire term of this Lease and any renewals or extensions of this Lease. In the event of a breach of any of the foregoing representations or warranties, or if the entity ceases to exist for any reason, the person or persons signing on behalf of Tenant shall be personally responsible for the Tenants obligations under this Lease and any amendments or extensions thereto.

ARTICLE 14.8: ACCORD AND SATISFACTION

No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or equity.

ARTICLE 14.9: BROKER'S COMMISSION

Tenant represents and warrants that it has not dealt with any real estate agent or broker in connection with this transaction other than Landlord's broker, if any. If Tenant's representation and warranty as aforesaid proves to be untrue, Tenant will indemnify the Landlord and Landlord's management company against all resulting liabilities, costs and expenses, including reasonable attorneys' fees and costs through all appellate actions and proceedings, if any. The foregoing will survive the expiration or sooner termination of the Lease Term.

ARTICLE 14.10: PAPER CHECK PROCESSING

Notice is hereby provided to Tenant that its paper checks sent to Landlord may be converted to images by use of a scanner and that the transaction may be completed through and/or as the Automated Clearing House network or Image Replacement Documents or Check Image Exchange as permitted under Check Clearing under the 21st Century Act, 12 USC 5001 et. seq. and the regulations thereunder (the "Services"), when applicable. Unless Tenant notifies Landlord in writing not to process Tenant's paper checks using the Services, Tenant's paper checks may be converted to images and processed using the Services. Tenant hereby authorizes Landlord to convert Tenant's paper checks to images and process them through the Services.

ARTICLE 14.11: LANDLORD'S MANAGEMENT COMPANY

Tenant shall abide by and comply with all directions, instructions and requests made by Landlord's management company, if any.

ARTICLE 14.12: OFAC

Tenant represents and warrants that neither it, nor any of its affiliates or representatives, nor any Person

directly or indirectly holding any legal or beneficial interest whatsoever in Tenant (collectively "Related Parties") is, or at any time during the term of this Lease shall be: (i) a Person with whom a United States Person or financial institution established under the laws of the United States is prohibited from transacting business of the type contemplated by this Lease, whether such prohibition arises under U.S. law, regulation, executive order (including without limitation, executive orders and lists published by the United States Office of Foreign Asset Control with respect to "Specially Designated Nationals and Blocked Persons") or otherwise, (ii) included in, owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons or entities referred to or described in Executive Order 13224 - Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, as amended, (iii) in violation of any provisions of the USA Patriot Act, Pub. L. No. 107-56. For purposes of this paragraph "Person" means any individual, partnership, corporation, limited liability company, trust or other entity, and "United States Person" means a person that is a citizen or resident of the United States, a corporation, partnership, limited liability company, or other entity created or organized in or under the laws of the United States or any political subdivision thereof, or an estate or trust the income of which is subject to United States federal income taxation regardless of its source. Notwithstanding, if Tenant is a publicly traded entity, this paragraph shall not apply to Related Parties to the extent that such Person's interest in the Tenant is through a U.S. Publicly-Traded or Pension Entity. "U.S. Publicly-Traded or Pension Entity" means either (A) a Person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such a Person, or (B) an "employee pension benefit plan" or "pension plan" as defined in Section 3(2) of ERISA. Tenant covenants and agrees to deliver to Landlord upon request any certification or other evidence requested confirming compliance with the provisions of this Section. In addition, Tenant hereby authorizes Landlord and any of its affiliates to submit and/or release any and all information it may deem appropriate to determine whether Tenant complies with this paragraph throughout the Lease Term. In the event any of the representations in this paragraph are determined to be false now or at any time during the Lease Term, Tenant shall be deemed to have committed an incurable default, entitling Landlord, in addition to all other remedies at law or in equity, to terminate this Lease on five (5) days written notice to Tenant.

ARTICLE 14.13: COUNTERPARTS/FACSIMILE AND ELECTRONIC SIGNATURES/SCANNED COPIES
This Lease may be executed in several counterparts, all of which taken together shall constitute the entire agreement between the parties hereto. Facsimile and electronic signatures shall have the same effect as original signatures and electronically scanned copies of this Lease shall have the same effect as and constitute an original.

ARTICLE XV: OPTIONS

ARTICLE 15.1: RENEWAL OPTION(S)

Intentionally Deleted.

ARTICLE XVI: WAIVER OF TRIAL BY JURY

ARTICLE 16.1: WAIVER OF TRIAL BY JURY. TENANT AND LANDLORD HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS INSTRUMENT, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY, LANDLORD'S MANAGEMENT COMPANY OR THEIR AGENTS. TENANT FURTHER WAIVES TRIAL BY JURY IN ANY ACTION, PRECEDING, OR COUNTERCLAIM BROUGHT BY IT AGAINST LANDLORD IN ANY AND ALL MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE LEASE, RELATIONSHIP OF LANDLORD AND TENANT AND THE TENANT'S USE OF OR OCCUPANCY OF THE PREMISES. TENANT FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTER CLAIM IN ANY SUMMARY PROCEEDING OR IN ANY ACTION BASED UPON NON PAYMENT OF RENT OR ANY OTHER PAYMENT REQUIRED BY TENANT HEREUNDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LANDLORD LEASING THE PREMISES TO THE TENANT.

ARTICLE XVII: ATTACHMENTS

ARTICLE 17.1: ATTACHMENTS

The Attachments listed hereunder and if attached to this Lease are incorporated and made a part hereof by reference:

- Premises Description
- Work Letter (if applicable)
- Rules and Regulations (if applicable)
- Guaranty (if applicable)

ARTICLE XVIII: GUARANTIES

ARTICLE 18.1: GUARANTIES

Intentionally Deleted.

ARTICLE XIX: SPECIAL CLAUSES

ARTICLE 19.1: SPECIAL CLAUSES

In case of discrepancy between the Lease Agreement and the Special Clauses found here under (if any), the Special Clauses shall in all cases supersede any language in the Lease and shall control.

a. If any portion of the security deposit or first month’s rent provided by Tenant to Landlord fails to clear funds from the bank from which it is drawn then at Landlord’s sole discretion the Lease shall become null and void and Landlord shall be granted the right by Tenant to re-enter the premises for the purpose of re-taking possession of same and changing all entry locks. Tenant is hereby waiving its rights to possession of the leases premises if said default occurs; and grants right of entry to Landlord without cause for action or eviction through the court system.

b. Tenant agrees that the terms, conditions, provisions, covenants and agreements of this Lease are to remain confidential for Landlord’s benefit, and may not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord’s prior written consent. Notwithstanding the preceding sentence to the contrary, Tenant shall have the right to disclose the terms, conditions, provisions, covenants and agreements of this Lease to its attorney, accountants and lenders. Any violation of the foregoing by Tenant shall constitute an Event of Default under the Lease.

IN WITNESS WHEREOF, Landlord and Tenant above duly executed this Lease as of the day and year first above written, each acknowledging receipt of an executed copy hereof.

WITNESSES:

LANDLORD: 805 REALTY, LLC

Witness (1)

By: _____
Duly Authorized

Witness (2)

TENANT: CITY OF NORTH MIAMI

Witness (1)

By: _____
Duly Authorized

Print Name: _____

Title: _____

Witness (2)

Tenant's Initial's: _____

Landlord's Initial's: _____

Exhibit A
PREMISES DESCRIPTION

None available or provided.

Exhibit B
WORK LETTER

Landlord to provide only the following Tenant Improvements at Landlord's cost, provided Landlord first approves Tenant's plans in accordance with the terms of this lease:

None, Premises are being provided by Landlord and accepted by Tenant in as is condition.

Exhibit C
RULES AND REGULATIONS

1. No part or the whole, without the express written consent of the landlord, of the sidewalks, plaza areas, entrances, passages, courts, stairways, corridors or halls of the building or the real property shall be obstructed or encumbered by any Tenant or used for any purpose other than to ingress or egress to and from the space or unit demised to such Tenant. The areas immediately adjoining the premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord.
2. No awnings or other projections shall be attached to the outside walls or windows of the building. No curtains, blinds, shades, or screens shall be attached to or used in connection with any window or door of the space demised to any Tenant other than those approved by the Landlord.
3. No sign, advertisement, object, notice or other letters shall be exhibited, inscribed, painted, or affixed on any part of the outside or the inside of the Tenant's premises so as to be visible from the exterior, without prior written consent of the Landlord.
4. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the building.
5. The water and wash closet and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances (including without limitation, coffee grounds) shall be thrown therein. All damages resulting from any misuse of the plumbing fixtures shall be borne by the Tenant who, or whose agent, employees, visitors, licensees, contractors or suppliers shall have caused such damage.
6. No Tenant nor any of its agents, employees, visitors, licensees, contractors or suppliers may at any time bring or keep upon the lease premises any flammable, combustible or explosive fluid, chemical or substance without the Landlord's prior approval; and Tenant shall obey fire regulations, fire codes and procedures governing said leased space and building.
7. No Tenant shall mark, paper, paint, bore into or make any alterations or additions to or in any way deface any part, including equipment and fixtures, in the lease space or the building of which it forms a part, without the prior written consent of the Landlord. If any Tenant desires to install any floor covering other than the carpeting, this is subject to the approval and prior consent of Landlord, and such floor covering shall be installed in accordance with the manufacturer's specifications
8. No cooking shall be done or permitted by any Tenant in the leased space without the prior written consent of the Landlord, provided, however, the heating, refrigerating, and preparing beverages and light snacks by employees shall be permitted if there are appropriate facilities and equipment for such purpose. No Tenant shall cause or permit any unusual or objectionable odors to be placed upon or emanate from the leased space. This rule shall not apply to a restaurant.
9. No Tenant shall make or permit to be made, any unseemly or disturbing noises or odors or disturb or interfere with other Tenants or occupants of the building, or neighboring buildings or premises whether by the use of any musical instrument, radio, television set or other audio device, unusual noise, whistling, singing or in any other way
10. No Tenant shall use or occupy or permit any portion of the space demised to such Tenant to be used or occupied as an employment bureau or for the storage, manufacture or sale of liquor, narcotics or illegal drugs, except those used in the normal course of business.
11. The Landlord shall have the right to prohibit any advertising by the Tenant which, in the Landlord's opinion, tends to impair the reputation of the building, and upon notice from the Landlord, such Tenant shall

Tenant's Initial's:_____

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Landlord's Initial's:_____

refrain from or discontinue such advertising.

12. No space demised to any Tenant shall be used, or permitted to be used, for lodging or sleeping or for any immoral or illegal purpose.

13. Outside Storage: No outside storage of any item is permitted.

14. Canvassing, soliciting and peddling in the building is prohibited and each Tenant shall cooperate to prevent the same.

15. No animals of any kind shall be brought into or kept about the interior or exterior of the building by any Tenant without prior written consent of Landlord. This rule shall not apply to a pet shop.

16. No Tenant shall install or allow installation of a television, radio or a radio antenna or any other similar antenna on the roof, in the window or upon the exterior of the leased space of the building, without prior written consent of Landlord.

17. No Tenant shall tie into or permit others to tie into the common electricity supply on the premises without prior written consent by the Landlord.

18. No Tenant shall remove, alter or replace the building standard ceiling light fixtures in a portion of the leased space without prior written consent by the Landlord.

19. Except for the purpose of emergency, notices, posters, or other types of media will not be permitted to be affixed on the exterior of the building or the interior of the building where they are visible from the exterior of the building.

20. Business machines and mechanical equipment belonging to the Tenant which cause noise or vibration that may be transmitted to the structure of the building or to any space therein to such a degree to be objectionable to the Landlord or to vibration eliminators must be properly sound insulated sufficiently to eliminate such noise and vibration.

21. Tenant shall immediately notify the building manager of any serious breakage, or fire or disorder, which comes to his attention in the premises or any other common areas of the building.

22. Tenant shall apply, at Tenant's cost, such reasonable pest extermination measures as Tenant deems reasonably necessary. Landlord is not responsible for pest control with the exception of exterior pest control, which will be arranged by and provided for at the expense of the Landlord.

23. Tenant shall not burn any trash or garbage of any kind in or about the demised premises.

24. Tenant shall not permit the use or placement of doormats or the like on the exterior of any entrance door of the demised premises.

25. Parking spaces associated with the building are intended for the exclusive use of passenger vehicles. Except for intermittent deliveries, no vehicle other than passenger automobiles may be parked in a parking space without the express permission of the Landlord. Trucks or vans or other motor vehicles with lettering, signage or advertising affixed to them, will not be permitted to be parked in any location without prior written consent of Landlord. Such vehicles violating the aforementioned criteria will be towed without notice at the Tenant's expense.

26. Tenant shall not allow any trucks, vans, and equipment or delivery vehicles to block or impede normal traffic flow about the building. Tenants will not be allowed to park such vehicles or equipment in a location that will impede other tenants from obtaining access to their loading areas or that impedes the

normal flow of vehicle traffic or fire department vehicle access

27. MOVE IN or OUT POLICY Dumpsters are not to be used for move-ins or move-outs or any construction debris or waste whatsoever. If you have excess trash you need to make arrangements for its removal straight from your unit. We can give you assistance with locating a service. You will be charged for the removal of any items disposed of in excess in the trash bins.

28. All loading and unloading of goods shall be done only in such areas, and through the entrances designated for such purposes by Landlord.

29. All garbage and refuse shall be kept in the type of container specified by Landlord, and shall be placed outside of the premises and prepared for collection in the manner and at such time and place as specified by Landlord. Tenant shall provide for same at Tenant's cost.

30. The outside areas immediately adjoining the premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord. Tenant shall not place or permit any obstruction or merchandise in such areas.