

LEASE AGREEMENT

between

***HH Promenade, L.L.C.
a Florida Limited Liability Company***

and

City of Lake Worth Beach Utilities

Dated: 2022

Suite: 202, 203 and 104

***120 N Federal Highway
Lake Worth, FL 33460***

SUMMARY OF LEASE

THIS DOCUMENT IS MERELY A SUMMARY AND ANY PROVISIONS OF THE LEASE AND OTHER AGREEMENTS BETWEEN LANDLORD AND TENANT SHALL PREVAIL OVER CONFLICTING PROVISIONS CONTAINED HEREIN.

(A) LANDLORD'S MAILING ADDRESS: HH Promenade, LLC
c/o Strategic Realty Services, LLC
500 Northpoint Parkway, STE 300
West Palm Beach, FL 33407

(B) TENANT'S NAME: City of Lake Worth Beach Utilities

MAILING ADDRESS: 414 Lake Avenue
Lake Worth Beach, FL 33460

(C) DEMISED PREMISES: Suite 202, 203 and 104 of The Promenade at Lake Worth
120 N Federal Highway
Lake Worth, Florida 33460

RENTABLE SQUARE FOOTAGE: 3684 Rentable Square Feet

(D) TERM: Two (2) years

OPTION TERMS: N/A

(E) LEASE COMMENCEMENT DATE: July 1, 2022

RENT COMMENCEMENT DATE: August 1, 2022

OCCUPANCY DATE: July 1, 2022

EXPIRATION DATE: July 31, 2024

(F) BASE RENT: \$19.00 Per Square Foot

LEASE TERM ANNUAL RENT MONTHLY INSTALLMENT

*24 Months \$69,996.00 Base Rent \$5,833.00

Additional Rent \$1,878.84

Sales Tax N/A

TOTAL \$7,711.84

(G) INTERIM OPERATING EXPENSES: \$6.12 Per Square Foot

(H) SECURITY/DAMAGE DEPOSIT: \$7,800.00

(I) PERMITTED USE: Corporate Offices

(J) EXHIBITS: The following exhibits attached to this Lease are hereby incorporated herein and made a part hereof.

- EXHIBIT "A" - Legal Description
- EXHIBIT "B" - Floor Plan
- EXHIBIT "C" - Site Plan
- EXHIBIT "D" - Estoppel Certificate
- EXHIBIT "E" - Tenant Rules and Regulations
- EXHIBIT "F" - Electrical Service Agreement
- EXHIBIT "G" - Sign Criteria

Please make all checks payable to: HH Promenade, LLC

PLEASE INCLUDE HH Promenade, LLC, AS AN ADDITIONAL INSURED ON ALL INSURANCE POLICIES.

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease") is made and entered into the _____ day of June, 2022, by and between HH Promenade, LLC, a Florida Limited Liability Company (hereinafter referred to as "Landlord") and City of Lake Worth Beach Utilities, a governmental entity in the State of Florida (hereinafter referred to as "Tenant").

W I T N E S S E T H:

THAT LANDLORD, in consideration of the rents and agreements hereafter promised and agreed by Tenant to be paid and performed, does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the real property described herein, subject to the following terms.

ARTICLE I DESCRIPTION OF PROPERTY; TERM

Section 1.1 Description of Property. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following space: approximately **3684** rentable square feet (hereinafter called the "Demised Premises" or "Premises") approximately as shown on Exhibit "A" and made a part of this Lease, Suite 202-203 and 104, in the building known as The Promenade at Lake Worth, located at 120 N Federal Highway, Lake Worth, FL 33460 (hereinafter called the "Building"), as described in Exhibit "B" and depicted on the site plan attached hereto as Exhibit "C", together with the right to use in common with other tenants of the Building, their invitees, customers and employees, all common facilities contained in the Building and parking areas. All of the land and real property underlying the Building or adjacent thereto, with all improvements thereto including the Building, and used in connection with the operation of the Building shall be referred to herein as the "Property".

Section 1.2 Term. Tenant shall have and hold the Premises for a term two (2) years (hereinafter referred to as the "Term" or "Lease Term"), commencing on July 1, 2022 (the "Commencement Date") and expiring on July 31, 2024 (the "Expiration Date"). ***After July 1, 2023, Tenant shall have the right to cancel the lease with ninety (90) days prior written notice to Landlord.** Tenant agrees that it will execute, prior to occupancy, an Estoppel Certificate in the form attached hereto as Exhibit "D", certifying said dates. Tenant's failure or refusal to execute said Estoppel Certificate shall constitute a default hereunder.

ARTICLE II BASE RENT

Section 2.1 Base Rent; Late Charge; Sales Tax. Tenant agrees to pay Landlord an aggregate base rent for the first year of the Lease Term commencing upon Landlord's delivery of space to tenant in the condition required hereunder in the amount of \$69,996.00 (the "Base Rent"), payable in twelve (12) equal monthly installments of \$5,833.00 in advance of the first day of each and every month during the first year of the Lease Term. The first month's Base Rent shall be paid simultaneously with the execution of this Lease. In addition, Tenant shall be responsible for the payment of Additional Rent as provided in Article III below (the Base Rent and Additional Rent shall sometimes be collectively referred to as the "Rent"). In the event any monthly Rent payment is not paid within ten (10) days after it is due, Tenant agrees to pay a late charge of ten (10%) percent of the amount of the payment due. Tenant further agrees that the late charge imposed is fair and reasonable, complies with all laws, regulations and statutes, and constitutes an agreement between Landlord and Tenant as to the estimated compensation for costs and administrative expenses incurred by Landlord due to the late payment of Rent to Landlord by Tenant. Tenant further agrees that the late charge assessed pursuant to this Lease is not interest, and the late charge assessed does not constitute a lender or borrower/creditor relationship between Landlord and Tenant, and may be treated by Landlord as Additional Rent owed by Tenant. Tenant shall pay to Landlord all sales or use taxes pertaining to the Rent (currently 6%), which shall be remitted by Landlord to the Florida Department of Revenue.

Section 2.2 Rental Adjustment. Commencing on the 1st Rent Commencement anniversary of this Lease, and each and every anniversary thereafter, including any option periods, the Base Rent shall increase by the greater of CPI or five percent (5%) over the previous year's Base Rent.

Section 2.3 Payment Without Notice or Demand. The Rent called for in this Lease shall be paid to Landlord without notice or demand, and without counterclaim, offset, deduction, abatement, suspension, deferment, diminution or reduction (except as otherwise expressly provided herein). Tenant hereby waives all rights now or hereafter conferred by statute or otherwise to quit, terminate or surrender this Lease or the Premises or any part thereof, or to any abatement, suspensions, deferment, diminution or reduction of the Rent on account of any such circumstances or occurrence; provided, however, if Tenant is deprived of the use of the Premises on account of the gross negligence or intentional conduct of Landlord, its agents, employees or contractors, rent shall abate until such interference shall cease.

Section 2.4 Place of Payment. All payments of Rent shall be made and paid by Tenant to HH Promenade, LLC, 500 Northpoint Parkway, STE 300 West Palm Beach, FL 33407, or at such other place as Landlord may, from time to time, designate in writing to Tenant. All Rent shall be payable in current legal tender of the United States, as the same is then by law constituted. Any extension, indulgence, or waiver granted or permitted by Landlord in the time, manner or mode of payment of Rent, upon any one (1) occasion, shall not be construed as a continuing extension, indulgence or waiver, and shall not preclude Landlord from demanding strict compliance herewith

ARTICLE III ADDITIONAL RENT

Section 3.1 Additional Rent. In addition to the Base Rent, Tenant shall pay as "Additional Rent" its proportionate share ("Tenant's Proportionate Share") of the Operating Expenses (as herein defined) of the Building and the Property and the full cost of Tenant's management fee. Additional Rent shall be paid to Landlord in accordance with the following provisions:

1. Landlord shall furnish to Tenant prior to thirty (30) days after the beginning of each calendar year, including the first calendar year, a budget setting forth Landlord's estimate of Operating Expenses for the upcoming year. The Operating Expenses shall be determined as though the Building were occupied at the actual occupancy rate or at an occupancy rate of ninety five (95%) percent, whichever is higher. Tenant shall pay to Landlord, on the first day of each month as Additional Rent, an amount equal to one-twelfth (1/12th) of Tenant's Proportionate Share of Landlord's estimate of the Operating Expenses for that calendar year. If there shall be any increase or decrease in the Operating Expenses for any year, whether during or after such year, Landlord shall furnish to Tenant a revised budget and the Operating Expenses shall be adjusted and paid or credited, as the case may be. If a calendar year ends after the expiration or termination of this Lease, the Additional Rent payable hereunder shall be prorated to correspond to that portion of the calendar year occurring within the Term of this Lease.

2. Within a reasonable period of time after the end of each calendar year, Landlord shall furnish to Tenant an operating statement showing the actual Operating Expenses incurred for the preceding calendar year. Tenant shall either receive a refund or be assessed an additional sum based upon the difference between Tenant's Proportionate Share of the actual Operating Expenses and the Additional Rent payments made by Tenant during said year. Any additional sum owed by Tenant to Landlord shall be paid within ten (10) days of receipt of assessment. Any refund owed by Landlord to Tenant shall be credited toward Tenant's next month's rental payment or promptly refunded to Tenant if such overpayment occurs at the end of the term. Each operating statement given by Landlord shall be conclusive and binding upon Tenant unless, within thirty (30) days after Tenant's receipt thereof, Tenant shall notify Landlord that it disputes the accuracy of said operating statement, in which event Tenant shall have the right to examine the books and records of Landlord to determine the accuracy of said charges. Failure of Landlord to submit the written statement referred to herein shall not waive any rights of Landlord, unless such statement is not submitted within one year from the end of the prior calendar year.

3. Landlord's "Operating Expenses", as calculated pursuant to Section 3.1.1 above, shall mean expenses relating to the operation and maintenance of the Building and the Property, and all amenities and appurtenances relating thereto, including, without limitation, the following:

- (a) reasonable and customary, wages and salaries of all persons engaged in the maintenance and operation of the Building and Property (and pro rata to the extent such persons do not work solely for the Building);
- (b) social security taxes and all other taxes which may be levied against Landlord;
- (c) medical and general benefits for all Building employees, pension payments and other fringe benefits;
- (d) administrative expenses and charges (but Landlord shall not charge both an administrative fee and a management fee);
- (e) all insurance premiums;
- (f) stand-by sprinkler charges, water charges and sewer charges;
- (g) electricity and fuel used in the heating, ventilation, air-conditioning, lighting and all other operations of the common areas of the Building;
- (h) trash removal from the Building
- (i) painting of all common areas in the Building and Property;
- (j) window cleaning and related equipment and supplies;
- (k) maintenance and repair of the Building and Property;

- (l) maintenance and service contracts;
- (m) tools, equipment and supplies necessary for the performance of repairs and maintenance (which are not required to be capitalized for federal income tax purposes);
- (n) maintenance and repair of all mechanical and electrical equipment in the Building;
- (o) maintenance and repair of elevators, restrooms, lobbies, hallways and other common areas of the Building;
- (p) maintenance of pavement, curbs, walkways, lighting facilities, landscaping, driveways, parking areas and drainage areas upon the Property;
- (q) personal property taxes;
- (r) real estate taxes assessed against the Building and the Property. The term "real estate taxes" shall mean any tax or assessment levied, assessed or imposed at any time by any governmental authority upon or against the Building or the Property or any part thereof, any tax or assessment levied, or any franchise, income, profit or other tax or governmental imposition levied, assessed or imposed against or upon Landlord in substitution in whole or in part for any tax or assessment against or upon the Building and the Property or any part thereof; real estate taxes shall not include any inheritance, income, gross receipts, transfer or other tax based upon the income of Landlord;
- (s) assessments for public improvements imposed against the Building and the Property and assessments of the Association (defined below);
- (t) a reasonable amortization (amortized in accordance with general accepted accounting principles) cost due to any capital expenditures incurred to reduce or limit Operating Expenses of the Property and Building, to provide electronic security for the Building, or which may now or hereafter be required by governmental authority or by Landlord's insurance carrier;
- (u) all other costs and expenses which would be considered as an expense of maintaining, operating or repairing the Building and the Property.

4. "Tenant's Proportionate Share" shall, at any given time, be defined as that fraction having as a numerator the total rentable square footage leased hereunder at said time, and having as a denominator the total rentable square footage of The Promenade at Lake Worth.

Section 3.2 Interim Operating Expenses. During the period from the Rent Commencement Date through the following twelve (12) months, Tenant shall pay as Interim Operating Expenses **\$6.12** per square foot per year, payable monthly as Additional Rent, which is merely an estimate of the actual Interim Operating Expenses for such period. After the end of the calendar year, Landlord shall compute the actual Operating Expenses incurred during such period. Tenant shall either receive a refund or be assessed an additional sum based upon the difference between Tenant's Proportionate Share of the actual Operating Expenses and the payments of Interim Operating Expenses made by Tenant during such period. Any additional sum owed by Tenant to Landlord shall be paid within ten (10) days of receipt of assessment. Any additional sum owed by Landlord to Tenant shall be credited toward Tenant's next month's rental payment.

ARTICLE IV SECURITY/DAMAGE DEPOSIT

Section 4.1 Security/Damage Deposit. Simultaneously with the execution of this Lease, Tenant shall pay the sum of **\$7,800.00** to be held by Landlord as a damage deposit and/or as security for the performance by Tenant of all of the terms, covenants and conditions hereof and the payment of Rent or any other sum due Landlord hereunder. Following the default by Tenant hereunder, Landlord shall have the right to apply all or any part of the security deposit against: (a) unreasonable wear and tear of the Premises; (b) loss or damage to the Premises or other property of the Landlord caused by Tenant, Tenant's employees, agents invitee, or licensees; (c) the cost of restoring the Premises, except for reasonable wear and tear, to the same condition it was in at the time Tenant began occupancy thereof; and (d) Rent payments which remain due and owing beyond any applicable grace period. Landlord shall not be limited in pursuing Landlord's remedies against Tenant for costs, losses or damages to the Premises or to any other property of Landlord for any such costs, losses or damages which are in excess of the above described security deposit amount. Such security deposit shall bear no interest and may be commingled with other security deposits or funds of Landlord. The security deposit shall be refunded to Tenant within thirty days after the expiration of the term.

ARTICLE V USE OF PREMISES

Section 5.1 Use of Premises. Tenant shall use the Premises for governmental corporate offices, and for no other purpose without first obtaining the written consent of Landlord. Tenant will not use or permit the use of the Premises or any part thereof for any unlawful purpose, or in violation of any and all applicable ordinances, laws, rules or regulations of any governmental body, the Association or of Landlord provided for in Exhibit "E" herein, and will not do or permit any act which would constitute a public or private nuisance or waste or which would be a nuisance or annoyance or cause damage to Landlord or Landlord's other tenants or which would invalidate any policies of insurance or increase the premiums thereof, now or hereafter written on the Building and/or the Property.

ARTICLE VI PARKING

Section 6.1 Parking. There shall be available nonexclusive parking at the Building.

ARTICLE VII PREPARATION OF THE PREMISES

Section 7.1 Leasehold Improvements. The Premises shall be delivered in broom clean condition, free of hazardous materials and the personal property of any prior tenant, and with all utilities in good working order. Such other facilities, materials and work which may be undertaken by or for the account and at the expense of Tenant to equip, decorate and furnish the Premises for Tenant's occupancy are hereinafter referred to as "Tenant's Work".

Section 7.2 Completion by Landlord. Intentionally Deleted

Section 7.3 Delay by Tenant. Intentionally Deleted

Section 7.4 Acceptance of Premises. Tenant acknowledges that Landlord has not made any representations or warranties with respect to the condition of the Premises and neither Landlord nor any assignee of Landlord shall be liable for any latent defect therein. The taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises were in good and satisfactory condition at the time such possession was taken. If Landlord shall give Tenant permission to enter into possession of the Premises prior to the Commencement Date, such possession or occupancy shall be deemed to be upon all the terms, covenants, conditions, and provisions of this Lease, including the execution of an estoppel certificate. Nothing herein shall limit, restrict or modify Landlord's repair obligations hereunder.

ARTICLE VIII LANDLORD AND TENANT OBLIGATIONS

Section 8.1 Tenant's Obligations. Landlord shall perform, at Tenant's expense throughout the Lease Term, any repairs to the fixtures and appurtenances within the Premises. Said expenses shall be reasonable, and in addition to the Operating Expenses set forth in Section 3.1 above. Tenant shall be responsible for all repairs, the need for which arises out of: (a) the performance or existence of Tenant's Work or alterations; (b) the installation, use or operation of Tenant's Property (defined below) in the Premises; (c) the moving of Tenant's Property in or out of the Building; (d) the act, omission, misuse or neglect of Tenant or any of its subtenants, employees, agents, contractors or invitees. Tenant shall also be responsible for the replacement of all scratched, damaged or broken doors and glass in and about the Premises, the maintenance and replacement of wall and floor coverings in the Premises, and for the repair and maintenance of all sanitary and electrical fixtures therein and exclusively serving the Premises. All such repairs shall be performed at such times and in such a manner as shall cause the least interference with Tenant's use of the Premises, the operation of the central systems of the Building and the use of the Building by other tenants. Tenant shall not be required to furnish any services or facilities to, or to make any repairs to or replacements or alterations of the Premises where necessitated due to the gross negligence or intentional acts of Landlord, its agents and employees.

Section 8.2 Landlord's Obligations. Landlord shall be obligated to keep and maintain the common areas of the Building, and the structural elements and all systems and facilities serving the Premises, in good working order and shall make all repairs as and when needed in or about the common areas and the Premises, except for those repairs for which Tenant is responsible pursuant to any of the provisions of this Lease. Landlord shall not be liable for any damage to Tenant's Property caused by (a) water from bursting or leaking pipes, or waste water about the Property; (b) from an intentional or negligent act of any other tenant or occupant of the Building or the Property; (c) fire, hurricane or other acts of God; (d) riots or vandals; or (e) from any other cause not directly attributable to the negligent or wrongful act of Landlord, its agents or employees. Landlord shall not be required to furnish any services or facilities to, or to make any repairs to or replacements or alterations of the Premises where necessitated due to the negligence or intentional acts of Tenant, its agents and employees, or other tenants, their agents or employees.

Section 8.3 Floor Loads; Noise and Vibration. Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry or which is allowed by law. Business machines and mechanical equipment belonging to Tenant which cause noise, electrical interference or vibration that may be transmitted to the structure of the Building or to the Premises to such a degree as to be objectionable to Landlord or other

tenants in the Building, shall, at Tenant's expense, be placed and maintained by Tenant in settings of cork, rubber, or spring-type vibration eliminators sufficient to eliminate such noise, electrical interference or vibration.

Section 8.4 Electricity and Telephone. Tenant's use of electrical energy in the Premises shall not, at any time, exceed the capacity of any of the electrical conductors and equipment in or otherwise serving the Premises. In order to ensure that such capacity is not exceeded and to avert possible adverse effects upon the Building's electric service, Tenant shall not, without Landlord's prior written consent in each instance, connect major equipment to the Building's electric distribution system or telephone system, or make any alteration or addition to the electric system of the Premises existing on the Commencement Date. Tenant's electrical usage under this Lease contemplates only the use of normal and customary office and computer equipment. In the event Tenant wishes to install any office equipment which uses substantial additional amounts of electricity, then Tenant agrees that Landlord's consent is required before the installation of such additional office equipment. Tenant shall be solely liable for electricity and telephone expenses relating to the Premises. Tenant's electrical service shall be separately metered, per Electrical Service Agreement attached hereto as Exhibit F.

Section 8.5 Janitorial Service. Tenant, at Tenant's sole cost and expense, shall be responsible for providing its own janitorial service to the Premises.

Section 8.6 Right to Stop Services. Landlord reserves the right, without any liability to Tenant and without affecting Tenant's covenants and obligations hereunder, to stop service of the heating, air conditioning, electric, sanitary, or other Building systems serving the Premises, or to stop any other services required by Landlord under this Lease, whenever and for so long as may be necessary, by reason of accidents, emergencies, strikes, or the making of repairs or changes which Landlord is required to make pursuant to this Lease, by law or in good faith deems necessary, and Landlord shall not be held liable for delays in the restoration of such services resulting from difficulty in securing proper supplies of fuel, steam, water, electricity, labor, supplies, or any other cause beyond Landlord's reasonable control; provided, however, unless required by law, any such interference lasting more than five business days shall result in an abatement of rent.

ARTICLE IX LANDLORD'S AND TENANT'S PROPERTY

Section 9.1 Landlord's Property. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term of this Lease, whether or not by or at the expense of Tenant, shall be and remain a part of the Premises, and shall be deemed the property of Landlord ("Landlord's Property") and shall not be removed by Tenant except as otherwise specifically set forth herein. Further, any carpeting or other personal property in the Premises on the Commencement Date, shall not be removed by Tenant.

Section 9.2 Tenant's Property. All moveable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment, whether or not attached to or built into the Premises, which are installed in the Premises by or for the account of Tenant without expense to Landlord and which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of moveable personal property owned by Tenant and located in the Premises (hereinafter collectively referred to as "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term of this Lease. In the event Tenant's Property is so removed, Tenant shall repair or pay the cost of repairing any damage to the Premises or to the Building resulting from the installation and/or removal thereof and restore the Premises to the same physical condition and layout as they existed at the time Tenant was given possession of the Premises, reasonable wear and tear excepted. Any equipment or other property for which Landlord shall have granted any allowance or credit to Tenant shall not be deemed to have been installed by or for the account of Tenant without expense to Landlord, shall not be considered Tenant's Property and shall be deemed the property of Landlord.

Section 9.3 Removal of Tenant's Property. At or before the Expiration Date of this Lease, or within five (5) days after any earlier termination hereof, Tenant, at its expense, shall remove from the Premises all of Tenant's Property (except such items thereof as Landlord shall have expressly permitted to remain, which property shall become the property of Landlord), and Tenant shall repair any damage to the Premises or the Building resulting from any installation and/or removal of Tenant's Property, and shall restore the Premises to the same physical condition and layout as they existed at the time Tenant was given possession of the Premises, reasonable wear and tear excepted. Any other items of Tenant's Property which shall remain in the Premises after the Expiration Date of this Lease, or after a period of five (5) days following an earlier termination date, may, at the option of Landlord, be deemed to have been abandoned, and in such case, such items may be retained by Landlord. Landlord may request Tenant to remove and pay to Landlord the cost of repairing any damage to the Premises or the Building resulting from any installation and/or removal of Tenant's Property and the cost of restoring the Premises to the same physical condition and layout as they existed at the time Tenant was given possession of the Premises, reasonable wear and tear excepted.

Section 9.4 Landlord's Lien and Security Interest. As security for the performance of Tenant's obligations under this Lease, Tenant hereby grants to Landlord a security interest in and Landlord's lien upon all of Tenant's Property located in the Premises.

ARTICLE X INSURANCE

Section 10.1 Tenant's Insurance.

1. Tenant shall, during the Term of this Lease, maintain insurance against public liability, including that from personal injury or property damage in or about the Premises resulting from the occupation, use or operation of the Premises, insuring both Landlord and Tenant, in amount of not less than One Million (\$1,000,000) Dollars Combined Single Limit for both bodily injury and property damage.

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

3. All policies of insurance provided for in Section 10.1 shall be issued in a form acceptable to Landlord by insurance companies with general policyholder's rating of "A-" as rated in the most current available "Best's Insurance Reports", and qualified to do business in Florida. Each and every such policy:

- (a) shall be issued in the name of Tenant and liability policies including that from personal injury and property damage shall include Landlord and any other parties in interest designated in writing by notice from Landlord to Tenant as additional insureds;
- (b) shall be for the mutual and joint benefit and protection of Landlord and Tenant and any such other parties in interest named as additional insureds;
- (c) shall (or a certificate thereof shall) be delivered to Landlord and any such other parties in interest within ten (10) days before delivery of possession of the Premises to Tenant and thereafter, within thirty (30) days prior to the expiration of each policy, and as often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained in like manner and to like extent;
- (d) shall contain a provision that the insurer will endeavor to give to Landlord and such other parties in interest at least thirty (30) days notice in writing in advance of any cancellation, termination or lapse, or the effective date of any reduction in the amount of insurance;
- (e) shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry; and
- (f) shall contain a provision that Landlord and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Tenant.

4. Any insurance provided for in Section 10.1 may be maintained by means of a policy or policies of blanket insurance, provided, however, that: (i) Landlord and any other parties in interest from time to time designated by Landlord to Tenant shall be named as additional insureds thereunder as their interests may appear in any liability policy; (ii) the coverage afforded Landlord and any such other parties in interest will not be reduced or diminished by reason of the use of such blanket policy of insurance; and (iii) the requirements set forth in this ARTICLE X are otherwise satisfied.

5. These insurance requirements are subject to modification in the event any Superior Mortgagee (hereafter defined) of Landlord requires different insurance. In such event, the reasonable requirements of such Superior Mortgagee shall control.

Section 10.2 Destruction of the Premises or Building. If, during the Term hereof, the Premises and/or the Building are damaged by reason of fire or other casualty, Tenant shall give immediate notice thereof to Landlord. Subject to the prior rights of any Superior Mortgagee, Landlord shall restore the Premises and/or the Building to substantially the same condition they were in immediately before said destruction. If, in Landlord's reasonable opinion, the restoration can be accomplished within 120 working days after the date Landlord receives notice of the destruction, such destruction shall not serve to terminate this Lease. If, in Landlord's reasonable opinion, the restoration cannot be performed within the time stated in this Section, then within ninety (90) days after the parties determine that the restoration cannot be completed within said time, Landlord may terminate this Lease upon thirty (30) days notice to Tenant. If Landlord fails to terminate this Lease and restoration is permitted under existing laws, Landlord shall restore the Premises and/or the Building, within a reasonable period of time, and this Lease shall continue in full force and effect. Rent shall be abated during the period in which the Premises (or portion thereof on a prorated basis) are rendered untenable as a result of such damage, unless said damage was caused by the negligence or intentional wrongful act of Tenant or its employees, agents or invitees. Should Landlord elect to terminate this Lease, the entire insurance proceeds shall be and remain the outright property of Landlord, subject to the prior rights of any Superior Mortgagee, and except any proceeds received for Tenant's Property. If Landlord, for any reason, fails to restore the Premises and the Building within 180 days from the date of such fire or other casualty, Tenant shall have the right to terminate this Lease.

ARTICLE XI ALTERATIONS AND CONSTRUCTION LIENS

Section 11.1 Alterations by Tenant. No alterations shall be made by Tenant unless the following conditions are met:

- (a) Tenant shall have received the prior written consent of Landlord;
- (b) all such alterations or improvements shall be performed by Landlord at Tenant's expense, or, at Tenant's election, by a contractor reasonably approved by Landlord;
- (c) Tenant shall have procured all permits, licenses and other authorizations required for the lawful and proper undertaking thereof;
- (d) all alterations when completed shall be of such a nature as not to (i) reduce or otherwise adversely affect the value of the Premises; (ii) diminish the general utility or change the general character thereof; (iii) result in an increase of the Operating Expenses, (iv) adversely affect the mechanical, electrical, plumbing, security or other such systems of the Building or the Premises; or (v) be of a structural nature; and
- (e) all alterations made by Tenant shall remain on and be surrendered with the Premises on expiration or earlier termination of this Lease.

Section 11.2 Construction, Materialmen's and Laborer's Liens.

Tenant agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Tenant to the Premises and further agrees to indemnify and hold harmless Landlord from and against any and all such costs and liabilities incurred by Tenant, and against any and all construction, materialman's or laborer's liens arising out of or from such work or the cost thereof which may be asserted, claimed or charged against the Premises or the Building or site on which it is located. Notwithstanding anything to the contrary in this Lease, the interest of Landlord in the Premises shall not be subject to liens for improvements made by or for Tenant, whether or not the same shall be made or done in accordance with any agreement between Landlord and Tenant, and it is specifically understood and agreed that in no event shall Landlord or the interest of Landlord in the Premises be liable for or subjected to any construction, materialmen's or laborer's liens for improvements or work made by or for Tenant; and this Lease specifically prohibits the subjecting of Landlord's interest in the Premises to any construction, materialmen's or laborer's liens for improvements made by Tenant or for which Tenant is responsible for payment under the terms of this Lease. All persons dealing with Tenant are hereby placed upon notice of this provision. In the event any notice or claim of lien shall be asserted of record against the interest of Landlord in the Premises or Building or the site on which it is located on account of or growing out of any improvement or work done by or for Tenant, or any person claiming by, through or under Tenant, for improvements or work the cost of which is the responsibility of Tenant, Tenant agrees to have such notice of claim of lien canceled and discharged of record as a claim against the interest of Landlord in the Premises, the Building or the Property (either by payment or bond as permitted by law), within ten (10) days after notice to Tenant by Landlord, and in the event Tenant shall fail to do so, Tenant shall be considered in default under this Lease.

ARTICLE XII ASSIGNMENT AND SUBLETTING

Section 12.1 Tenant's Transfer.

(a) Tenant shall not voluntarily assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the Premises, without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld. Any assignment, encumbrance or sublease without Landlord's written consent shall be voidable and, at Landlord's election, shall constitute a default hereunder. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this Section.

(b) If Tenant is a partnership, a withdrawal or change, voluntary, involuntary, or by operation of law, of any partner/or partners owning 50% or more of the partnership, or the dissolution of the partnership, shall be deemed a voluntary assignment.

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

(d) Landlord may consent to the sublease of all or any part of the Premises provided Tenant and the sublessee enter into a sublease incorporating the same terms and conditions as contained herein (exclusive of rent), and Landlord shall be entitled to receive the total amount of any increased Rent, including sales tax, paid by a sublessee or assignee.

(e) Any assignment agreed to by Landlord shall be evidenced by a validly executed Assignment and Assumption of Lease Agreement. Any attempted transfer, assignment, subletting, mortgaging or encumbering of this Lease in violation of this Section shall be void and confer no rights upon any third person. Such attempt shall constitute a material breach of this Lease and entitle Landlord to the remedies provided for default.

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

(g) Any transfer to an affiliate of Tenant or in connection with a merger or consolidation by Tenant's business shall not require Landlord's consent and shall not result in any payment to Landlord.

Section 12.2 Tenant's Liability. Notwithstanding any assignment or sublease, and notwithstanding the acceptance of Rent by Landlord from any such assignee or sublessee, Tenant shall continue to remain liable for the payment of Rent hereunder and for the performance of all of the agreements, conditions, covenants and terms herein contained.

Section 12.3 Landlord's Right of Cancellation. Notwithstanding anything contained herein to the contrary, should Tenant desire to assign the Lease or sublease the Premises, and Landlord's consent is required, Landlord shall have the right, but not the obligation, to cancel and terminate the Lease and deal with Tenant's prospective assignee or sublessee directly and without any obligation to Tenant.

Section 12.4 Landlord's Transfer. Landlord shall have the right to sell, mortgage, or otherwise encumber or dispose of Landlord's interest in the Premises, the Building, the Property and this Lease.

Section 12.5 Minimum Rental Requirement. Notwithstanding anything to the contrary contained in this ARTICLE XII or in this Lease, Tenant may not, under any circumstances, assign this Lease or sublet the Premises or any part thereof until at least seventy-five (75%) percent of the rentable space in the Building has been leased by Landlord.

ARTICLE XIII OBLIGATIONS

Section 13.1 Obligations of Tenant. Tenant shall, during the Term of this Lease, at its sole cost and expense, comply with all valid laws, ordinances, regulations, orders and requirements of any governmental authority which may now or hereafter be applicable to the Premises or to its use, whether or not the same shall interfere with the use or occupancy of the Premises, arising from (a) Tenant's specific use of the Premises (but not office uses generally); (b) the manner or conduct of Tenant's business or operation of its installations, equipment or other property therein; (c) any cause or condition created by or at the instance of Tenant; or (d) breach of any of Tenant's obligations hereunder, whether or not such compliance requires work which is structural or non-structural, ordinary or extraordinary, foreseen or unforeseen; and Tenant shall pay all of the costs, expenses, fines, penalties and damages which may be imposed upon Landlord by reason or arising out of Tenant's failure to fully and promptly comply with and observe the provisions of this Section. Tenant shall give prompt notice to Landlord of any notice it receives of the violation of any law or requirement of any public authority with respect to the Premises or the use or occupation thereof.

Section 13.2 Rules and Regulations. Tenant shall also comply with all reasonable and uniformly applied rules and regulations now existing (See Exhibit "E"), or as may be subsequently applied by Landlord to all tenants of the Building.

ARTICLE XIV RIGHT OF LANDLORD TO PERFORM TENANT'S COVENANTS

Section 14.1 Payment or Performance. Landlord shall have the right, upon ten (10) days prior written notice to Tenant (or without notice in case of emergency or in order to avoid any fine, penalty, or cost which may otherwise be imposed or incurred), following the expiration of any applicable cure period, to make any payment or perform any act required of Tenant under any provision in this Lease, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorney's fees. Nothing herein shall imply any obligation on the part of Landlord to make any payment or perform any act required of Tenant, and the exercise of the right to do so shall not constitute a release of any obligation or a waiver of any default.

Section 14.2 Reimbursement. All payments made and all reasonable costs and expenses incurred in connection with Landlord's exercise of the right set forth in Section 14.1, shall be reimbursed by Tenant within ten (10) days after receipt of a bill setting forth the amounts so expended, together with interest at the annual rate of 10% from the respective dates of the making of such payments or the incurring of such costs and expenses. Any such payments, costs and expenses made or incurred by Landlord may be treated as Additional Rent owed by Tenant.

ARTICLE XV
NON-LIABILITY AND INDEMNIFICATION

Section 15.1 Non-Liability of Landlord. Neither Landlord, nor any beneficiary, joint venture partner, agent, servant, or employee of Landlord, nor any Superior Mortgagee (as defined in Article XX below), shall be liable to Tenant for any loss, injury, or damage to Tenant or to any other person, or to its property, except to the extent caused by or resulting from the gross negligence or intentional wrongful act of Landlord, its agents, servants or employees. Tenant recognizes that any Superior Mortgagee will not be liable to Tenant for injury, damage or loss caused by or resulting from the negligence of Landlord. Further, neither Landlord, nor any Superior Mortgagee, nor any joint venture partner, director, officer, agent, servant, or employee of Landlord shall be liable (a) for any such damage caused by other tenants or persons in, upon or about the Building, or caused by operations in construction of any private, public or quasi-public work; or (b) for incidental or consequential damages or lost profits arising out of any loss of use of the Premises, or any equipment or facilities therein, by Tenant or any person claiming through or under Tenant.

Section 15.2 Indemnification by Tenant. Tenant hereby agrees to indemnify Landlord and hold it harmless from and against all claims, actions, damages, liability, and expenses which may arise in connection with bodily injury, loss of life, and/or damage to property arising from or out of any occurrence in, upon, or at the Demised Premises, or the occupancy or use by Tenant of the Demised Premises or any part thereof, or to the extent occasioned by any negligent act or omission of Tenant, its agents, contractors, employees, servants, or subtenants except to the extent such damage is due to the negligent act or omission of Landlord, its agents or employees. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant in connection with the Demised Premises, Tenant hereby agrees to hold Landlord harmless and pay all costs, expenses, and reasonable attorney's fees and costs incurred by Landlord in connection with such litigation. Tenant also agrees to pay all costs, expenses, and reasonable attorney's fees which may be incurred by Landlord in enforcing the obligations of Tenant under this Lease. To the maximum extent permitted by law and except as otherwise provided in this Lease, Tenant agrees to use and occupy the Demised Premises at Tenant's own risk.

Section 15.3 Independent Obligations; Force Majeure. The obligations of Tenant or Landlord hereunder shall not be affected, impaired or excused, nor shall either party have any liability whatsoever to the other, because (a) such party is unable to fulfill, or is delayed in fulfilling, any of its obligations under this Lease by reason of strike, other labor trouble, governmental pre-emption of priorities or other controls in connection with a national or other public emergency or shortages of fuel, supplies, labor or materials, acts of God or any other cause, whether similar or dissimilar, beyond such performing party's reasonable control; or (b) of any failure or defect in the supply, quantity or character of electricity or water furnished to the Premises, by reason of any requirement, act or omission of the public utility or others serving the Building with electric energy, steam, oil, gas or water, or for any other reason whether similar or dissimilar, beyond such performing party's reasonable control. Tenant shall not hold Landlord liable for any latent defect in the Premises or the Building (provided the same is repaired by Landlord following notice from Tenant) nor shall Landlord be liable for injury or damage to person or property caused by fire, theft, or resulting from the operation of elevators, heating or air conditioning or lighting apparatus, or from falling plaster, or from steam, gas, electricity, water, rain, or dampness, which may leak or flow from any part of the Building, or from the pipes, appliances or plumbing work of the same except, in all such cases, if Landlord fails to repair the same within a reasonable period following notice from Tenant.

ARTICLE XVI
DEFAULT

Section 16.1 Events of Default. Tenant shall be in default under this Lease if any one or more of the following events shall occur:

(a) Tenant shall fail to pay any installment of the Rent and/or any expenses called for hereunder as and when the same shall become due and payable, and such default shall continue for a period of ten (10) days after the same is due; or

(b) Tenant shall default in the performance of or compliance with any of the other terms or provisions of this Lease, and such default shall continue for a period of thirty (30) days after the giving of written notice thereof from Landlord to Tenant, or, in the case of any such default which cannot, with bona fide due diligence, be cured within said thirty (30) days, Tenant shall fail to proceed within said thirty (30) day period to cure such default and thereafter to prosecute the curing of same with all due diligence (it being intended that as to a default not susceptible of being cured with due diligence within such period of thirty (30) days, the time within which such default may be cured shall be extended for such period as may be necessary to permit the same to be cured with due diligence); or

(c) Tenant shall assign, transfer, mortgage or encumber this Lease or sublet the Premises in a manner not permitted by ARTICLE XII; or

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

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

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

Section 16.2 Surrender of Premises. Upon any such termination of this Lease, Tenant shall surrender the Premises to Landlord, and Landlord, at any time after such termination, may, without further notice re-enter and repossess the Premises without being liable to any prosecution or damages therefore, and no person claiming through or under Tenant or by virtue of any statute or of any order of any court shall be entitled to possession of the Premises.

Section 16.3 Reletting. At any time or from time to time after any such termination of this Lease, Landlord may relet the Premises or any part thereof, in the name of Landlord or otherwise, for such term or terms and on such conditions as Landlord, in its sole discretion, may determine, and may collect and receive the rents therefore. Landlord shall in no way be responsible or liable for any failure to relet the Premises or any part thereof or for any failure to collect any rent due upon any such reletting; provided, however, Landlord shall use reasonable efforts to mitigate its damages.

Section 16.4 Survival of Obligations. No termination, pursuant to this ARTICLE XVI, shall relieve Tenant of its liability and obligations under this Lease, and such liability and obligations shall survive any such termination.

Section 16.5 Holdover. Should Tenant hold over and remain in possession of the Premises at the expiration of any Term hereby created, Tenant shall, by virtue of this Section, become a Tenant at sufferance and shall pay Landlord twice the Rent per month of the last monthly installment of Rent above provided to be paid, calculated on a daily basis for the period of such holdover. Said tenancy at sufferance shall be subject to all the conditions and covenants of this Lease as though the same had been a tenancy at sufferance instead of a tenancy as provided herein, and Tenant shall give to Landlord at least five (5) days prior written notice of any intention to vacate the Premises, and shall be entitled to ten (10) days prior notice of any intention of Landlord to evict Tenant from the Premises in the event Landlord desires possession of the Premises; provided, however, that said Tenant at sufferance shall not be entitled to ten (10) days' notice in the event the said Rent is not paid in advance without demand, the ten (10) days written notice otherwise required being hereby expressly waived.

ARTICLE XVII DAMAGES/REMEDIES

Section 17.1 Damages. In the event this Lease is terminated under the provisions or any provisions of law by reason of default hereunder on the part of Tenant, Tenant shall pay to Landlord, as damages, at the election of Landlord, either:

(a) The present value of the entire amount of the Rent which would have become due and payable during the remainder of the Term of this Lease, in which event Tenant agrees to pay the same at once, together with all Rent theretofore due, at Landlord's address as provided herein; provided, however, that such payment shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of the Rent for the remainder of the said Term. Such present value shall be determined utilizing a discount rate of six percent (6%). The acceptance of such payment by Landlord shall not constitute a waiver of any failure of Tenant thereafter occurring to comply with any term, provision, condition or covenant of this Lease. If Landlord elects the remedy given in this Section 17.1(a), then same shall be Landlord's sole remedy for such default; or comply with any term, provision, condition or covenant of this Lease. If Landlord elects the remedy given in this Section 17.1(a), then same shall be Landlord's sole remedy for such default; or

(b) Sums equal to the Rent which would have been payable by Tenant had this Lease not been so terminated, payable upon the due dates therefor following such termination through the Expiration Date of this Lease.

If Landlord, at its option shall select the remedy set forth in Section 17.1(a), and shall thereafter relet the Premises during said period, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents, as and when received by Landlord, the reasonable expenses incurred or paid by Landlord in terminating this Lease and in securing possession thereof, as well as the expenses of reletting, including, without limitation, the alteration and preparation of the Premises for new tenants, brokers' commissions, attorneys' fees and all other expenses properly chargeable against the Premises and the rental therefrom. It is hereby understood that any such reletting may be for a period shorter or longer than the remaining Term of this Lease but in no event shall Tenant be entitled to receive any excess of such net rents over the sum payable by Tenant to Landlord hereunder, nor shall Tenant be entitled in any suit for the collection of damages pursuant hereto to a credit in respect of any net rents from a reletting, except to the extent that such rents are actually received by Landlord.

Section 17.2 Remedies. Lawsuits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the Term of this Lease would have expired, nor limit or preclude recovery by Landlord against Tenant of any sums or damages which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by

reason of any default hereunder on the part of Tenant. All remedies of Landlord provided for herein, or otherwise at law or in equity, shall be cumulative and concurrent.

ARTICLE XVIII EMINENT DOMAIN

Section 18.1 Taking. If the whole of the Building or the Premises or if more than 20% of the Building or the Property shall be taken by condemnation or in any other manner for any public or quasi-public use or purpose, which renders the Premises untenable, this Lease shall terminate as of the date of vesting of title as a result of such taking, and the Base Rent and Additional Rent shall be prorated and adjusted as of such date.

Section 18.2 Award. Landlord shall be entitled to receive the entire award or payment in connection with any taking without deduction therefrom; provided, however, Tenant shall be entitled to receive a separate award attributable to its relocation costs and its tenant improvements so long as any such separate award does not represent the value of the loss of the Tenant's leasehold estate or otherwise reduce the amount of the award that would have otherwise been made payable to Landlord.

Section 18.3 Temporary Taking. If the temporary use or occupancy of all or any part of the Premises shall be taken by condemnation or in any other manner for any public or quasi-public use or purpose during the Term of this Lease, Tenant shall be entitled, except as hereinafter set forth, to receive that portion of the award or payment for such taking which represents compensation for the use and occupancy of the Premises, for the taking of Tenant's Property and for moving expenses, and Landlord shall be entitled to receive that portion which represents reimbursement for the cost of restoration of the Premises. This Lease shall be and remain unaffected by such taking and Tenant shall continue to pay the Rent in full when due. If the period of temporary use or occupancy shall extend beyond the Expiration Date of this Lease, that part of the award which represents compensation for the use and occupancy of the Premises (or a part thereof) shall be divided between Landlord and Tenant so that Tenant shall receive so much thereof as represents the period up to and including such Expiration Date and Landlord shall receive so much as represents the period after such Expiration Date. All monies received by Landlord as, or as part of, an award for temporary use and occupancy for a period beyond the date through which the Rent has been paid by Tenant, shall be held and applied by Landlord as a credit against the Rent becoming due hereunder.

Section 18.4 Partial Taking. In the event of any taking of less than the whole of the Premises, the Building and/or the Property, which does not result in termination of this Lease: (a) subject to the prior rights of a Superior Mortgagee, Landlord, at its expense, shall proceed with reasonable diligence to repair the remaining parts of the Building and the Premises (other than those parts of the Premises which are Tenant's Property) to substantially their former condition to the extent of the award or payment made to Landlord and to the extent that the same is feasible (subject to reasonable changes which Landlord shall deem desirable), so as to constitute a complete and tenantable Building and Premises; and (b) Tenant, at its expense, shall proceed with reasonable diligence to repair the remaining parts of the Premises which are deemed Tenant's Property pursuant hereto, to substantially their former condition to the extent feasible, subject to reasonable changes which Tenant shall deem desirable. Such work by Tenant shall be deemed alterations as described in Section 11.1 hereinabove. In the event of any partial taking of the Premises, Tenant shall be entitled to a reduction in Rent for the remainder of the Lease Term following such partial taking based upon the percentage of space taken from the Premises relative to the original Premises leased.

ARTICLE XIX QUIET ENJOYMENT

Section 19.1 Quiet Enjoyment. Landlord agrees that Tenant, upon paying all Rent and all other charges herein provided for and observing and keeping the covenants, agreements, terms and conditions of this Lease and the rules and regulations of Landlord affecting the Premises on its part to be performed, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term of this Lease.

ARTICLE XX SUBORDINATION AND ATTORNMEN

Section 20.1 Subordination. This Lease, and all rights of Tenant hereunder, are and shall be subordinate to any mortgage or other encumbrance, whether now of record or recorded after the date of this Lease, affecting the Premises, the Building or the Property. Notwithstanding that such subordination is self-operative without any further act of Tenant, Tenant shall, from time to time, within ten (10) days of request from Landlord, execute and deliver any documents or instruments that may be required by a Superior Mortgagee to confirm such subordination. Any mortgage to which this Lease is subject and subordinate is hereinafter referred to as a "Superior Mortgage", and the holder of a Superior Mortgage is hereinafter referred to as a "Superior Mortgagee".

Section 20.2 Notice to Landlord and Superior Mortgagee. If any act or omission of Landlord would give Tenant the right, immediately or after the lapse of a period of time, to cancel this Lease or to claim a partial or total eviction, Tenant shall not exercise such right (a) until it has given written notice of such act or omission to Landlord and any Superior Mortgagee whose name and address shall previously have been furnished to Tenant; and (b) until a reasonable period of

time for remedying such act or omission shall have elapsed following the giving of such notice and following the time when such Superior Mortgagee shall have become entitled under such Superior Mortgage to remedy the same.

Section 20.3 Attornment. If any Superior Mortgagee shall succeed to the rights of Landlord hereunder whether through possession or foreclosure action or delivery of a new lease or deed, then, at the request of such Superior Mortgagee, Tenant shall attorn to and recognize such Superior Mortgagee as Tenant's Landlord under this Lease, and shall promptly execute and deliver any instrument such Superior Mortgagee may reasonably request to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as a direct Lease between such Superior Mortgagee and Tenant, upon all terms, conditions, and covenants as set forth in this Lease, except that the Superior Mortgagee shall not: (a) be liable for any previous act or omission of Landlord under this Lease; (b) be subject to any offset, not expressly provided for in this Lease; or (c) be bound by any previous modification of this Lease or by any previous prepayment, unless such modification or prepayment shall have been previously approved in writing by such Superior Mortgagee. Further, upon such attornment, Landlord shall be released from any further obligations hereunder.

ARTICLE XXI LANDLORD'S RIGHT OF ACCESS

Section 21.1 Access for Maintenance and Repair. Except for the space within the inside surfaces of all walls, hung ceilings, floors, windows, and doors bounding the Premises, all of the Building including, without limitation, exterior walls, core interior walls and doors and any core corridor entrance, any terraces or roofs adjacent to the Premises, and any space in or adjacent to the Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks, or other facilities of the Building, and the use thereof, as well as access thereto throughout the Premises for the purposes of operation, maintenance, decoration and repair, are reserved to Landlord. Landlord reserves the right, and Tenant shall permit Landlord, to install, erect, use and maintain pipes, ducts and conduits in and through the Premises provided the same are located above the dropped ceiling, behind walls, within columns or beneath the floor. Landlord shall be allowed to take all materials into and upon the Premises that may be required in connection therewith, without any liability to Tenant and without any reduction of Tenant's covenants and obligations hereunder. Upon reasonable prior notice to Tenant (except in an emergency), Landlord and its agents shall have the right to enter upon the Premises after normal business hours (except in an emergency) for the purpose of making any repairs therein or thereto which Landlord shall be required or permitted to make pursuant to this Lease, in such a manner as not to unreasonably interfere with Tenant in the conduct of Tenant's business on the Premises; and in addition, Landlord and its agents shall have the right to enter the Premises at any time in cases of emergency.

Section 21.2 Access for Inspection and Showing. Upon reasonable notice to Tenant and during normal business hours, Landlord and its agents shall have the right to enter and/or pass through the Premises to examine the Premises and to show them to actual and prospective purchasers, mortgagees or lessors of the Building. During the period of six (6) months prior to the Expiration Date of this Lease, Landlord and its agents may exhibit the Premises to prospective tenants.

Section 21.3 Landlord's Alterations and Improvements. If, at any time, any windows of the Premises are temporarily darkened or obstructed by reason of any repairs, improvements, maintenance and/or cleaning in or about the Building, or if any part of the Building, other than the Premises, is temporarily or permanently closed or inoperable, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease. Landlord reserves the right to make such changes, alterations, additions, and improvements in or to the Building (but not the Premises) and the fixtures and equipment thereof, as well as in or to the street entrances, doors, halls, passages, elevators, escalators and stairways thereof, and other public portions of the Building, as Landlord shall deem necessary or desirable, and no such alterations or changes shall be deemed a breach of Landlord's covenant of quiet enjoyment or a constructive eviction.

ARTICLE XXII SIGNS AND OBSTRUCTIONS

Section 22.1 Signs. Tenant shall not place or suffer to be placed or maintained upon any exterior door, roof, wall or window of the Premises or the Building, any sign, awning, canopy or advertising matter of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises except as approved by Landlord pursuant to the sign exhibit attached hereto as Exhibit "G", and will not place or maintain any freestanding standard within or upon the Common Area of the Building or immediately adjacent thereto, without first obtaining Landlord's express prior written consent. No exterior or interior sign visible from the exterior of the Building shall be permitted. Tenant further agrees to maintain any such signage approved by Landlord in good condition and repair at all times and to remove the same at the end of the Term of this Lease if requested by Landlord. Upon removal thereof, Tenant agrees to repair any damage to the Premises caused by such installation and/or removal.

Section 22.2 Obstructions. Tenant shall not obstruct the sidewalks, parking lots or other public portions of the Building or the Property in any manner whatsoever.

ARTICLE XXIII NOTICES

Section 23.1 Notices. Any notice or other information required or authorized by this Lease to be given by either party to the other may be sent (by first class pre-paid mail, or by federal express or otherwise nationally recognized courier service) to the other party at the address stated below. Any notice or other information given by mail pursuant to this Section which is not returned to the sender as undelivered shall be deemed to have been given on the fifth (5th) day after the

envelope containing any such notice or information was properly addressed, pre-paid, registered and mailed, and on the day after having been deposited with federal express or another nationally recognized courier service. The fact that the envelope has not been so returned to the sender shall be sufficient evidence that such notice or information has been duly given.

AS TO LANDLORD: HH Promenade, LLC
 c/o Strategic Realty Services, LLC
 500 Northpoint Parkway, STE 300
 West Palm Beach, FL 33407
 T: 561-471-5353
 F: 561-471-5355

AS TO TENANT: Attn: _____
 414 Lake Avenue
 Lake Worth Beach, FL 33460

T:
F:

The above addresses may be changed at any time by giving thirty (30) days prior written notice as above provided. In addition to the foregoing, any notices of a legal nature shall be copied to:

HH Promenade, LLC
500 Northpoint Parkway, STE 300
West Palm Beach, FL 33407

**ARTICLE XXIV
MISCELLANEOUS**

Section 24.1 Substitute Premises. At any time during the Term of this Lease, Landlord shall have the right to request in writing that Tenant move to substitute premises situated within the Building. The substitute premises shall contain the same approximate square footage and shall contain similar decor as the Premises. Except for the change in designation of Premises, all provisions of this Lease shall remain the same. Exclusive of the cost of address changes for supplies, Landlord shall pay the entire cost of relocating Tenant in, and all costs of preparing and decorating, the substitute premises. Tenant shall have thirty (30) days from the date of Landlord's request to accept the substitute premises. If said substitute premises are comparable in size, configuration, décor and accessibility to the Premises and Tenant refuses to accept the substitute premises or fails to reply to Landlord's request within the time stated or no such substitute premises is available, either party may, at its option, terminate this Lease upon thirty (30) days written notice to the other party.

Section 24.2 Environmental Indemnity. Tenant agrees to indemnify and hold Landlord harmless from and against any and all loss, claim, liability, damages, injuries to person, property, or natural resources, cost, expense, action or cause of action, arising in connection with the introduction by Tenant of any "Hazardous Substances" at the Premises, through the acts of Tenant, its employees, agents or invitees acting with Tenant's authority. The foregoing indemnity includes, without limitation, all costs in law or in equity of removal, remediation of any kind, and disposal of such Hazardous Substances, all costs of determining whether the Premises is in compliance and to cause the Premises to be in compliance with all applicable environmental laws, all costs associated with claims for damages to persons, property, or natural resources, and Landlord's reasonable attorneys' and consultants' fees and court costs. This indemnity shall survive the expiration or earlier termination of this Lease. For the purposes of definition, Hazardous Substances means any toxic or hazardous wastes, pollutants or substances, including, without limitation, asbestos, PBCs, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9061 et. seq., hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act 49 U.S.C. Section 1802 et seq.

Section 24.3 Radon Gas. Pursuant to Florida Statutes, Section 404.056[8], the following disclosure is required by law: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Section 24.4 Broker Commission. Landlord and Tenant covenant, warrant and represent that Strategic Realty Services, LLC (hereinafter "Broker") were instrumental in bringing about and/or consummating this Lease. Further, neither Landlord nor Tenant have had any conversations or negotiations with any broker except Broker concerning the leasing of the Premises. Both parties agree to indemnify the other against and from any claims for any brokerage commissions (except

those payable to Broker) and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, for any breach of the foregoing. This indemnity shall survive the expiration or earlier termination of this Lease. Landlord shall pay all brokerage commissions due Broker in accordance with a separate agreement between Landlord and Broker.

Section 24.5 Financial Statements. Intentionally Deleted

Section 24.6 Estoppel Certificates. Tenant agrees, at any time and from time to time as requested by Landlord, to execute and deliver to Landlord an estoppel certificate in the form of Exhibit "D" attached hereto and incorporated herein by this reference, together with such changes and additional information as a Superior Mortgagee may reasonably request. In the event Tenant fails to comply with this Section, such failure shall constitute a material breach of this Lease and Rent shall continue to accrue, but Landlord shall be under no obligation to deliver possession of the Premises.

Section 24.7 Approval by Mortgagee. Intentionally Deleted

Section 24.8 No Recordation. This Lease shall not be recorded by Tenant in the Public Records of Palm Beach County, Florida, or in any other place. Any attempted recordation by Tenant shall render this Lease null and void and entitle Landlord to the remedies provided for Tenant's default. However, at the request of Landlord, Tenant shall promptly execute, acknowledge and deliver to Landlord a Memorandum of Lease with respect to this Lease, and a Memorandum of Modification of Lease with respect to any modification of this Lease, sufficient for recording. Such Memorandum shall not be deemed to change or otherwise affect any of the obligations or provisions of this Lease.

Section 24.9 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Florida. If any provision of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease shall remain in full force and effect. The table of contents, captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation, or other provision of this Lease on Tenant's or Landlord's part to be performed, shall be deemed and construed as a separate and independent covenant, not dependent on any other provision of this Lease. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender, as the context may require.

Section 24.10 Relationship of Parties. Nothing contained in this Lease will be deemed or construed to create a partnership or joint venture between Landlord and Tenant, or to create any other relationship between the parties other than that of Landlord and Tenant.

Section 24.11 Capacity to Execute Lease. If Tenant is other than a natural person, Tenant represents that it is legally constituted, in good standing and authorized to conduct business in the State of Florida. Tenant further represents that the person who is executing this Lease on its behalf has the full power and authority to perform such execution and deliver the Lease to Landlord, and that upon such execution and delivery, the Lease shall be valid and binding upon Tenant in accordance with its respective terms and conditions. To further evidence the foregoing, upon request by Landlord, Tenant shall deliver to Landlord an appropriate corporate or partnership resolution specifying that the signator to the Lease has been duly authorized to execute same on behalf of Tenant. Landlord represents that the person who is executing this Lease on its behalf has the full power and authority to perform such execution and deliver the Lease to Tenant, and that upon such execution and delivery, the Lease shall be valid and binding upon Landlord in accordance with its respective terms and conditions.

Section 24.12 Exculpation of Landlord. Landlord's obligations and liability to Tenant with respect to this Lease shall be limited solely to Landlord's interest in the Property, and neither Landlord nor any of the partners of Landlord, nor any officer, director, or shareholder of Landlord, shall have any personal liability whatsoever with respect to this Lease.

Section 24.13 Waiver of Trial by Jury. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant or Tenant's use or occupancy of the Premises.

Section 24.14 Attorney's Fees. Tenant agrees to pay to Landlord all costs and expenses, including reasonable attorneys' fees and court costs, incurred by Landlord in enforcing any of the terms, covenants or conditions of this Lease, or of any of its rights and remedies under Chapter 83, Florida Statutes, as may hereinafter be amended.

Section 24.15 Americans With Disabilities Act of 1990 (ADA). Subject to the provisions of the Lease, Landlord agrees and acknowledges that Landlord shall be responsible for compliance with the Title III of the ADA in the common areas of the Building, as defined elsewhere in the Lease. Landlord represents that it is currently making good faith efforts to bring the common areas into compliance with the requirements of Title III of the ADA. Tenant represents and covenants that Tenant shall be fully responsible for compliance with the ADA of any and all improvements located within the Leased Premises, regardless of who pays for or performs such improvements. Tenant covenants and agrees that any and all future alterations or improvements made by Tenant to the Leased Premises shall comply with the ADA. Upon the request of Landlord, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord that such work was performed in compliance with the ADA. Tenant represents and covenants that it shall conduct its occupancy and use of the Premises in accordance with the

ADA (including, but not limited to modifying its policies, practices and procedures, and providing auxiliary aids and services to persons with disabilities.) Landlord and Tenant agree to indemnify the other for any costs, claims, damages, losses or expenses (including the costs of consulting and legal fees) arising out of the other's breaching its respective responsibilities for compliance with the ADA as required in this Lease. This indemnity shall survive the termination of this Lease.

Section 24.16 Entire Agreement. This Lease constitutes the entire understanding between the parties and shall bind the parties hereto, their successors and assigns. No representations, except as herein expressly set forth, have been made by either party to the other, and this Lease cannot be amended or modified except by a writing signed by Landlord and Tenant.

Section 24.17. Submission of Lease. Submission of this Lease for examination does not constitute an option for the demised premises and becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant.

The parties have executed this Lease as of the day and year first above written.

"LANDLORD"

HH Promenade, LLC
A Florida Limited Liability Company

By: _____,
_____, Manager

"TENANT"
_____.

By: _____

EXHIBIT "A"

LEGAL DESCRIPTION

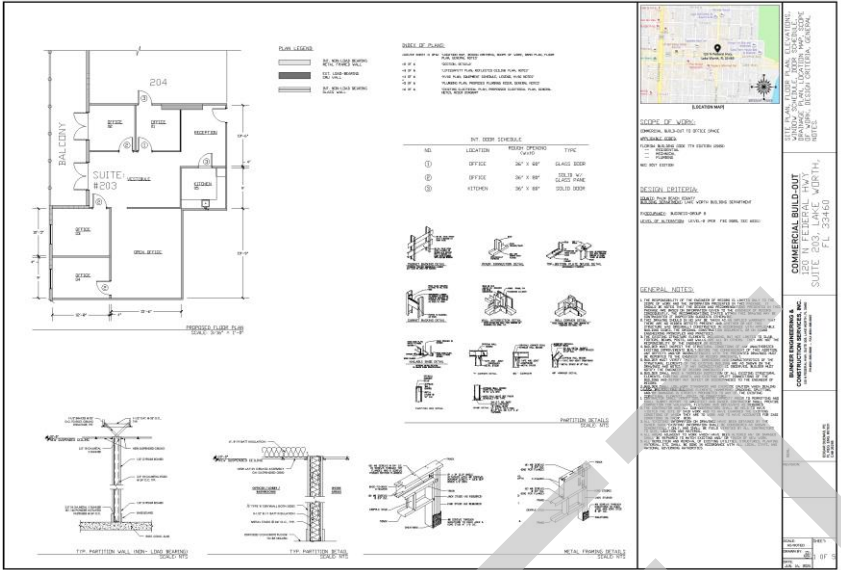
TOWN OF LAKE WORTH LTS 3 THRU 8 (LESS W 5 FT N FED HWY R/W) BLK 28.

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Exhibit “B”

Floor Plans

Suite 202-203



Suite 104

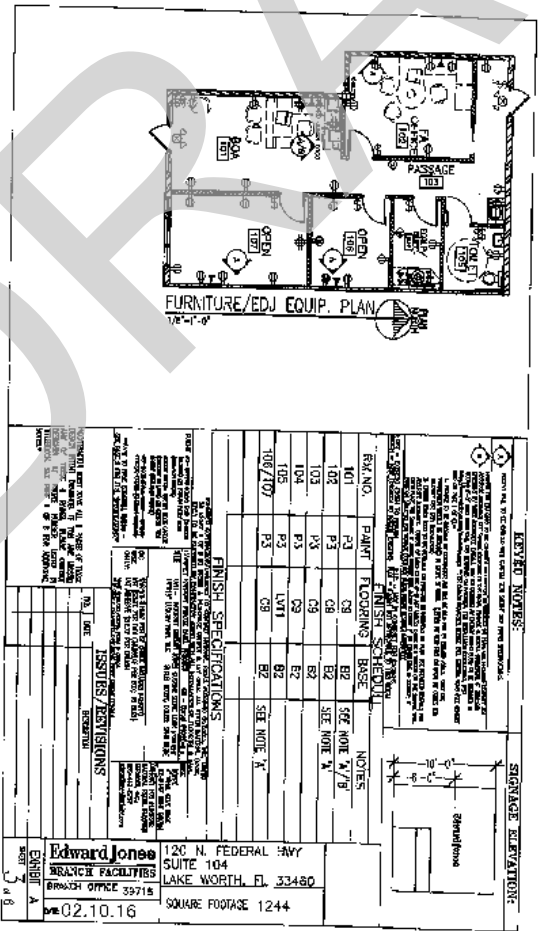


EXHIBIT "C"

SITE PLAN

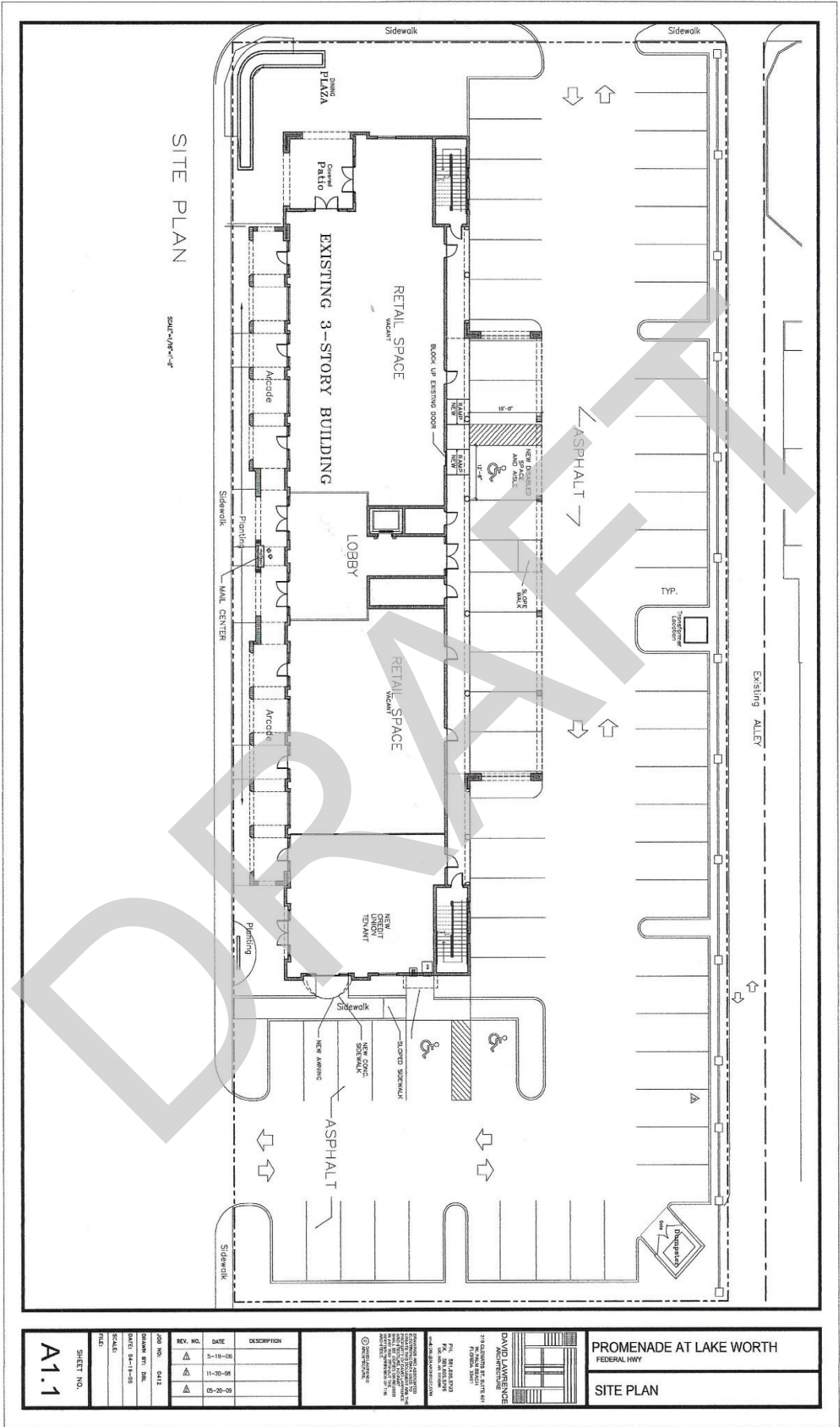


EXHIBIT "D"

ESTOPPEL CERTIFICATE - TENANT

Re: Lease dated _____
between **HH Promenade, LLC**, (Landlord)
and _____ (Tenant)

Gentlemen:

We understand and acknowledge the receipt of notice that the Lease between ourselves, as Tenant, and **HH Promenade, LLC**, a Florida Limited Liability Company as Landlord, dated _____ (hereinafter called the "lease", which term shall include the amendments thereto, if any) which leased to us the premises described therein (the "Demised Premises"), was or will be assigned to you by the Landlord, in an Assignment of Rents, Leases, and Other Benefits, in consideration of a Loan made by you to Landlord, all as more fully described in said Assignment.

To induce you to make the Loan evidenced by the Note to Landlord, we hereby certify and represent to you the following:

1. The Lease constitutes the entire agreement between the parties to it and has not been modified or amended except by Amendments dated _____.
2. We have not "right of first refusal," "option to purchase" or any other right to purchase all, or any portion of, the Demised Premises.
3. We have accepted and are in possession of the Demised Premises, which have been satisfactorily completed in all respects, and we are currently open for business.
4. The Lease is in full force and effect and the Landlord has fulfilled all of its obligations, covenants, and warranties under the Lease and is not in default in any manner.
5. We have no defenses, offsets, credits, or counterclaims to our obligations under the Lease.
6. We have commenced to pay fixed rent in the amount of \$_____ per month under the Lease, the primary term of which commenced on _____ and expires on _____; and, we have deposited the sum of \$_____ as a security deposit and the sum of \$_____ prepaid rent.
7. No advance rental or other payment has been made in connection with the Lease, except rental for the current month, there is not "free rent" or other concession under the remaining term of the Lease and the rent has been paid to and including _____, 20_____.
8. All rental payments and other monies due under the Lease shall be paid as therein provided until we have been otherwise notified by you, and thereafter in accordance with your notification. Any monies due pursuant to a lease buyout agreement, which buyout shall require your prior written consent, shall be delivered to you in full.
9. We agree not to change the use of or structurally alter the Demised Premises, or to amend, cancel or assign the Lease or to sublease without your prior written consent.
10. You are hereby given the right to cure Landlord's defaults within thirty (30) days after receipt of written notice by the undersigned of Landlord's failure so to do; provided, however, that said thirty (30) day period shall be extended (i) so long as within said thirty (30) day period you have commenced to cure and are proceeding with due diligence to cure said defaults, or (ii) so long as you are proceeding with a foreclosure action against Landlord and will commence to cure and will proceed with due diligence to cure said defaults upon the resolution of said foreclosure action.
11. We shall not look to you, your successors or assigns, for the return or credit of the security deposit or prepaid rent, if any, unless said monies have been transferred to you. The amount of the security deposit held by the Landlord is \$_____ the amount of prepaid rent is \$_____.
12. The person executing this Certificate is duly authorized and empowered in all respects to do so on behalf of the undersigned Tenant.

13. We do not engage in the generation, storage, or disposal of hazardous wastes or hazardous substances, and the Demised Premises are not and shall not be used for such purposes. We have received no notice of, and otherwise have no knowledge of, any local, state or federal environmental regulatory action regarding the conduct of our business, the Demised Premises, or the property of Landlord of which the Demised Premises are a part (the "Property"). We agree to send to you a copy of any notice received by us of any pending or threatened environmental regulatory action, and to notify you immediately should we become aware of the release or discharge of any hazardous substances on or in the Demised Premises or the Property.

14. Neither you nor your successors or assigns shall be or become subject to any liability or obligation under the Lease or otherwise, until you shall have obtained title to the Demised Premises, by foreclosure or otherwise, and then only to the extent of liabilities or obligations accruing subsequent to the date that you obtain title to the Demised Premises.

Very truly yours,
TENANT:

By: _____
Name: _____

Title: _____

Date: _____

DRAFT

EXHIBIT "E"

TENANT RULES & REGULATIONS

1. PARKING

Tenants and occupants of the building shall have access to the parking area through common driveways. The parking areas are non-exclusive and available to all Tenants and their employees, licensees, and guests, other than reserved spaces. Landlord may, at any time during the term by notice to Tenant, designate for Tenants' use other reasonable parking spaces on the land, provided the number of parking spaces is not reduced, by mutual agreement. No commercial or recreational vehicles shall be parked on the premises except those vehicles parked on a short-time temporary basis while delivering, repairing or servicing the Building and/or its Tenants.

2. SIGNAGE

Tenant shall not affix any device, sign or other fixture to the outside of the building or any window, door, or hallway without the written consent of the Landlord, in each and every case.

It is hereby understood that the Premises herein leased are part of an office building consisting of professional suites, and it is understood that there shall be uniformity as to appearance of all signage relating to this Building. Signage shall consist of the following:

- A. A site sign designed by Landlord and maintained by Landlord shall contain the name of the Center.
- B. All signage for the building will be of the same look and family size and letter style. No advertising type signs shall be allowed. The Landlord reserves the right, however, to attach such signs to the Premises as are necessary for leasing and marketing purposes.
- C. Landlord shall cause to be placed a sign directly adjacent to each Tenants' entrance. Each sign shall be of a standard size and background color that will conform to the overall concept of the Center. At the Tenant's expense, the Landlord shall provide the Tenant with a sign face, identifying the Tenant and his line of work. Such sign faces shall conform to the artwork as approved by both Landlord and Tenant.

3. No curtains, draperies, blinds, shades, screens or other covering shall be attached to or hung or used in connection with any window or door of the demised Premises without the prior written consent of the Landlord, in each and every case. Curtains, draperies, blinds, shades, screens or other covering must be of a quality type design and color approved by Landlord. Further, all draperies, shades, screens, or other covers shall have a neutral color of fabric facing exterior window views.

No awnings or other projections shall be attached to the outside walls of the Building. Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition, or wall which may appear unsightly from inside or outside of the Premises.

4. The parking areas, sidewalks, entrances, passages, courts, stairways, corridors, and halls shall not be obstructed or encumbered by any Tenant, unless a Tenant is specifically granted such right in his Lease, nor used for any purpose other than ingress or egress to and from the Premises.
5. In the event Tenant must dispose of crates, boxes, etc. which will not fit into office wastepaper baskets, it will be the responsibility of Tenant to dispose of same. In no event shall Tenant set such items in the public hallways or other areas of the building or parking areas, excepting Tenant's own premises for disposal.
6. The water and wash closets 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 shall be placed therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, visitors, or licensees shall have caused the same.
7. No Tenant shall mark, paint, drill into, or in any way deface any part of the Premises or the building of which they form a part. No boring, cutting, or stringing of wires shall be permitted, except with the prior written consent of the Landlord and as it may direct, in each and every case.
8. No bicycles, vehicles, or animals of any kind shall be brought into or kept in or about the Premises. No Tenant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the Premises.
9. No Tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, talking machine, musical noise, whistling, singing, or in any other way. No Tenant shall throw anything out of the doors, windows, or skylights, or down the passageways.

10. Each Tenant, upon occupancy of its space, will be issued two (2) keys to the leased space. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Each Tenant must, upon the termination of his tenancy, return to the Landlord all keys of offices and toilet rooms, either furnished to, or otherwise procured by, such Tenant, and in the event of the need for additional keys, or the loss of any keys so furnished, such Tenant shall pay to the Landlord the cost thereof, as determined, from time to time, by the Landlord.
11. All removals, or the carrying in or out of any safes, freight, furniture or bulky matter of any description must take place during the normal business hours which the Landlord or its agent may determine from time to time. The Landlord reserves the right to prescribe the weight and position of all safes, which must be placed upon 2 inch thick plank strips to distribute the weight. The moving of safes or other fixtures or bulky matter of any kind must be made after previous notice to and approval of the Manager of the building. Any damage done to the Building or to the Tenants or to other persons in bringing in or removing safes, furniture or other bulky or heavy articles shall be paid for by the Tenant.
12. Canvassing, soliciting and peddling in the Building is prohibited and each Tenant shall cooperate to prevent the same.
13. The Landlord may retain a pass key to the Leased Premises, and allowed admittance thereto at all times to enable the representatives to examine the said Premises.
14. The Landlord reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Premises, and for the preservation of good order therein, and any such other or further rules and regulations shall be binding upon the parties hereto with the same force and effect as if they had been inserted herein at the time of the execution hereof.
15. No Tenant, nor any of the Tenant's servants, employees, agents, visitors, or licensees, shall at any time bring or keep upon the Premises any inflammable, combustible, or explosive fluid, chemical or substance.
16. Landlord will not be responsible for any lost or stolen personal property, equipment, money or jewelry from Tenant's Premises or public rooms regardless of whether such loss occurs when the area is locked against entry or not.
17. Landlord shall not permit the preparation of food for consumption on the Premises nor use the facilities for the preparation of food without written consent, in each and every case. Tenant shall not use the Premises for housing, lodging, sleeping nor any immoral or illegal purpose.
18. Tenant and its employees, and visitors are not permitted to smoke or consume food or beverages in the common area.
19. Tenant shall not operate, or permit to be operated, any mechanical machinery, steam engine, boiler, or stove without Landlord's written consent, in each and every case; Tenant will not allow the use of oil, burning fluids, kerosene, gasoline or other fuels within the Premises.
20. No article deemed as extra hazardous on account of fire or explosion shall be brought into the Premises.
21. No loitering or littering.
22. It is understood and agreed that Landlord has the undisputed right to temporarily discontinue water, electric, air conditioning, elevator, or any other service necessary for the proper maintenance, repair or improvement of the Building.
23. In the event of any inconsistency between the Lease with Tenant and the rules and regulations herein, the terms of the Lease shall control.

EXHIBIT "F"

ELECTRICAL SERVICE AGREEMENT

PREMISES: Suite 203

Address: 120 N Federal Highway, Lake Worth, FL 33460

LEASE DATED: _____

BETWEEN: HH Promenade, LLC.

and

_____.

- 1. Tenant's electrical service is separately metered.
- 2. Tenant is responsible for initiating and terminating electrical service.
- 3. Tenant's security deposit will be applied to any unpaid electric utility bills, if applicable.

EXHIBIT "G"

The Promenade at Lake Worth

SIGN CRITERIA

Landlord agrees to furnish at tenant’s expense one sign located on a panel which is in conformity with the following criteria:

OFFICE SPACE 2nd and 3rd Floors



TENANT’S SIGN TO READ: _____.

TENANT’S NAME: _____.

DATE:

DRAFT