

SHOPPING CENTER LEASE AGREEMENT

THIS SHOPPING CENTER LEASE AGREEMENT (this "Lease") is made this 21st day of July, 2014, by and between ARC MIAMI GARDENS, LLC, a Florida limited liability company ("Landlord"), and South Florida Workforce Investment Board d/b/a as CareerSource South Florida ("Tenant"). For good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby mutually agree, as follows:

ARTICLE I.

BASIC LEASE INFORMATION AND CERTAIN DEFINITIONS

1.01. Each reference in this Lease to information and definitions contained in Article I and each use of the terms capitalized and defined in this Section 1.01 shall be deemed to refer to, and shall have the following meanings:

- (a) Shopping Center: The real property located at 4880 N.W. 183 Street, Miami, Florida, 33055 depicted on the site plan attached at Exhibit A-1 (the "Site Plan") and known as Gardens of Miami Shopping Center.
- (b) Premises: OP No. 201 thru 206 inclusive containing approximately 7,875 square feet of gross leasable area as shown on Exhibit A-1.
- (c) Permitted Name: South Florida Workforce Investment Board d/b/a CareerSource South Florida (SFWIB)
- (d) Permitted Use: The operation of a business aimed at employment placement, general office use, general office storage and the general administrative functions incidental to such use and for no other use or purpose.
- (e) Primary Term: The period commencing on the Lease Commencement Date and expiring on the date which is the fifth (5th) anniversary of the Rent Commencement Date (the "Expiration Date").
- (f) Minimum Rent: \$12.00 per square foot or \$7,875.00 monthly (exempt from Florida State Sales Tax). Minimum rent is subject to annual increases of three percent (3%).
- (g) Security Deposit: Intentionally deleted.
- (h) Intentionally Omitted.
- (i) Deadline for Submission of Tenant Plans: Thirty (30) days after execution of Lease.
- (j) Rent Commencement Date: Rent shall commence upon the earlier of thirty days (30) from the Lease Commencement Date or thirty (30) days from the date Tenant takes occupancy of the Premises.

(k) Lease Commencement Date: The date Landlord tenders possession of the Premises with the Landlord's work substantially complete as evidenced by the issuance of a Certificate of Occupancy

(l) Tenant's Notice Address:

7300 Corporate Center Drive
Suite 500
Miami, FL 33126
Attention: Facilities Administrator
Fax: 305-477-0113

(m) Broker(s): Danny Diaz of CB Richard Ellis represents ARC Miami Gardens, LLC and NAI Miami Commercial Real Estate Services, Worldwide represents South Florida Workforce Investment Board d/b/a CareerSource South Florida.

(n) Landlord's Notice Address:

ARC Miami Gardens, LLC
c/o American Realty Capital, LLC
2950 S.W. 27th Avenue, Suite 300
Miami, Florida 33133
Attention: Alfred Xiques
Fax: (305) 448-7092

(o) Guarantor: Not applicable.

ARTICLE II. DEMISE AND TERM

2.01. Demise. Landlord leases to Tenant, and Tenant leases from Landlord, the Premises for the Term (hereinafter defined) and subject to the provisions hereof.

2.02. Term. The phrase "Term" when used in this Lease refers to the Primary Term (hereinafter defined), all Renewal Terms (hereinafter defined), if any, and any extensions thereof.

(a) Primary Term. The Primary Term of this Lease shall be for the period specified in Section 1.01 (e). The Primary Term will commence on the Lease Commencement Date. All of the terms and provisions of this Lease shall apply to Tenant during the Primary Term except Tenant's obligation to pay Minimum Rent and Additional Rent shall commence on the Rent Commencement Date.

(b) Renewal Terms. Tenant shall have one (1) option to renew the Lease Term for an additional five (5) years. Said renewal must be exercised by Tenant in writing to the Landlord no later than six (6) months prior to the expiration of the Lease Term. Minimum Rent during the

Renewal Term shall be three percent (3%) over the Minimum Rent for the preceding year and shall be increased three percent (3%) annually thereafter for each year of the Renewal Term.

(c) Right of First Refusal. In the event the Tenant remains in good standing during the Lease Term, the Tenant shall have the Right of First Refusal for any space contiguous to the Premises in the building that is or becomes available during the Lease Term at the same terms, rents and conditions, offered to third parties by the Landlord. Landlord shall provide Tenant notice of the availability of the contiguous space and Tenant shall have five (5) calendar days from its receipt of the notice to exercise its Right of First Refusal or the Right shall be deemed waived

(d) Right to Terminate. The Landlord and Tenant hereby covenant and agree that if default shall occur in the payment of the aforesaid rent for a period of sixty (60) days or more, the Landlord shall be entitled to immediately re-enter and re-take possession of the leased premises and seek to collect any and all due and owing rents for the term of the Lease from the Tenant. In the event Tenant violates any of the covenants of the Lease, then the Landlord shall provide written notice to Tenant setting forth the alleged breach of the Lease by Tenant and notifying Tenant of Landlord's intent to terminate the Lease (the "Notice") and demand for payment of all due and owing rents for the balance of the term of the Lease. Tenant then shall have five (5) business days from receipt of the Notice to either cure the default or to surrender the leased premises to Landlord. Tenant's failure to cure the default or to surrender the leased premises within five (5) business days from receipt of the Notice shall result in the Landlord's immediate right to re-enter and re-take the leased premises.

Any waiver of the Landlord under this clause for any period of time shall not prevent its subsequent election to enforce the same during the continuance of said violation.

Notwithstanding anything to the contrary contained in the Lease, Tenant shall have an ongoing Right to Terminate the Lease prior to the Expiration Date if Tenant loses funding and is unable to continue operating the Use hereunder. Additionally, Tenant's Lease is governed by the Florida Legislature's 2014 Conference Report on House Bill 5001, see Department of Economic Opportunity, introductory paragraph pages 290-291:

- 1) No federal or state funds shall be used to lease the Premises upon a determination by Tenant that it no longer requires use of the Premises;
- 2) This Lease, and performance and obligations hereunder are subject to and contingent upon an annual appropriation by the Florida Legislature.
- 3) In the event that such annual appropriation does not occur, or in the alternative, there is either a reduction in funding from the prior annual appropriation or Tenant determines that the annual appropriation is insufficient to meet the requirements of the lease, Tenant has the right to terminate the Lease upon written notice and shall have no further obligations to Landlord.

To exercise this Right to Terminate, Tenant must provide to Landlord not less than 1 month prior written notice, and payment of a termination fee equal to the sum of Landlord's unamortized: (i) amount of commissions paid by Landlord to the respective brokers and (ii) costs expended by Landlord for the Landlord's work supported by documentation and original receipts

of the claimed expenses and costs incurred. The termination fee is due to Landlord within sixty (60) days following the date Tenant provided to Landlord notice exercising the Termination Right.

ARTICLE III.
CONSTRUCTION OF THE PREMISES

The responsibilities of Landlord and Tenant for construction of or within the Premises shall be as outlined in Exhibit B. Landlord shall commence construction of the Tenant's Work (as defined in Exhibit B), at its sole cost and expense, pursuant to the agreed upon plans. Notwithstanding anything to the contrary in this Lease, it is understood and agreed that the Premises are being leased in "turnkey" condition, except as expressly set forth herein.

ARTICLE IV.
CONSTRUCTION DEADLINE

Landlord is to deliver premises to Tenant on or before _____ days from the date Landlord and Tenant agree on the Tenant's Work

ARTICLE V.
LEASE DEFINED

5.01. Lease Defined. The term "Lease" collectively refers to this Lease, together with the Exhibits referenced in Section 26.22 which are attached hereto and incorporated herein by this reference.

5.02. Interpretation. This Lease contains all of the agreements between Landlord and Tenant with respect to the Premises and the Shopping Center. The fact that parts of this Lease may be printed while other parts are typewritten or written has no significance. Landlord and Tenant agree that this Lease is a single integrated document and that no particular part of the Lease shall control, but all parts shall be given equal effect.

ARTICLE VI.
SECURITY DEPOSIT; MINIMUM RENT; TENANT'S PROPORTIONATE SHARE OF COSTS

6.01. Security Deposit.

(a) Tenant shall not be required to pay security deposit to the landlord.

6.02. Lease Year and Calendar Year.

(a) The term "Lease Year" shall mean, as to the first Lease Year, the period of time commencing on the Rent Commencement Date and expiring on the last day of the twelfth (12th) full calendar month following the Rent Commencement Date and, as to subsequent Lease Years, the period of twelve (12) consecutive calendar months commencing on the first day following the end of the previous Lease Year and continuing for twelve (12) full calendar months thereafter.

(b) The term "Calendar Year" means a successive twelve (12) month period beginning January 1st and ending December 31st.

6.03. Minimum Rent. Tenant shall pay one (1) calendar month's installment of Minimum Rent upon its execution of this Lease, which advance payment shall be applied against the first installments of Minimum Rent due hereunder. Commencing on the Rent Commencement Date, Tenant shall pay Minimum Rent, which shall be the amount specified as Minimum Rent in Article I of the Lease (together with sales tax thereon), to Landlord in lawful money of the United States, without any prior notice or demand and without any offset, deduction or counterclaim whatsoever, in advance on the Rent Commencement Date and on the first day of each calendar month during the Term of this Lease. In the event the Rent Commencement Date shall be a day other than the first day of a calendar month, the Minimum Rent for such partial calendar month shall be prorated on the basis of the actual number of days in such calendar month.

6.04. Tenant's Proportionate Share of Costs.

(a) Throughout the Term of this Lease, Tenant shall pay in advance on a monthly basis, without demand, Tenant's Proportionate Share (as that term is hereinafter defined) of the costs and expenses of the following items incurred in connection with the Shopping Center (collectively, "Costs"), in accordance with the Landlord's estimate therefor provided pursuant to paragraph (c), below:

- (i) Common Area Maintenance Costs, as provided in Section 7.04;
- (ii) Real Estate Taxes; and

(b) (iii) Shopping Center Insurance (as such terms are hereinafter defined). Tenant's Proportionate Share shall be 15.01%, the percentage obtained by multiplying 100% by a fraction, the numerator being the number of square feet of gross leasable area in the Premises, the denominator being the total number of square feet of gross leasable area in the Shopping Center from time to time for which Landlord is providing Common Area Maintenance services. As of the date of Lease execution, the total number of square feet of gross lease area of the Shopping Center is 52,467 square feet.

(c) Such payments of Tenant's Proportionate Share of all of the aforesaid items, as Additional Rent (as that term is hereinafter defined), shall be made as follows:

(i) On the Rent Commencement Date and on the first day of January of each subsequent Calendar Year during the Term, or as soon thereafter as practicable, Landlord shall furnish Tenant with Landlord's estimate of each cost item of Additional Rent referenced in paragraph (a) of this Section 6.04 for the remainder of the Calendar Year for the Calendar Year of the Rent Commencement Date or for the forthcoming Calendar Year for each subsequent Calendar Year. For the Calendar Year during which the Rent Commencement Date occurs, on the Rent Commencement Date and first day of each month thereafter, Tenant shall pay as Additional Rent a monthly installment equal to Tenant's Proportionate Share of the estimated cost for such Calendar Year divided by the number of remaining months in such Calendar Year; during each subsequent Calendar Year, on the first day of each month during such Calendar

Year, Tenant shall pay as Additional Rent one-twelfth (1/12th) of Tenant's Proportionate Share of each such estimated cost. If for any reason Landlord has not provided Tenant with Landlord's estimate of all such costs on or before the first day of January of any subsequent Calendar Year during the Term, then until the first day of the calendar month following the month in which Tenant is given Landlord's estimate of each applicable cost, Tenant shall continue to pay to Landlord on the first day of each calendar month the monthly sum payable by Tenant for the month of December of the preceding Calendar Year.

(ii) On the first day of April of each Calendar Year during the Term or as soon thereafter as reasonably practical, Landlord shall furnish to Tenant a statement of the actual costs for the preceding Calendar Year ("Landlord's Reconciliation Statement"). Within thirty (30) days after the delivery of Landlord's Reconciliation Statement, Tenant shall make a lump sum payment equal to the amount, if any, by which Tenant's Proportionate Share of each actual cost exceeds the amount, if any, which Tenant has paid towards each estimated cost. If Tenant's Proportionate Share of each actual cost is less than the amount Tenant has paid toward each estimated cost, Landlord shall apply such amount to the next accruing installment(s) of Rent due hereunder. The effect of this Section is that Tenant will pay during each Calendar Year during the Term Tenant's Proportionate Share of the actual costs for Common Area Maintenance, Real Estate Taxes and Shopping Center Insurance (said items are hereinafter sometimes collectively referred to as the "Tenant's Proportionate Share of Costs").

6.05. "Additional Rent" and "Rent" Defined.

(a) Other than the Minimum Rent and Tenant's Proportionate Share of Costs, all sums of money required to be paid by Tenant to Landlord pursuant to this Lease shall be considered "Additional Rent".

(b) The term "Rent" as used in this Lease collectively refers to Minimum Rent, Tenant's Proportionate Share of Costs, Additional Rent, and, if applicable, Percentage Rent.

6.06. Net Lease. Landlord and Tenant intend that this Lease be a net lease, that Landlord shall receive the Minimum Rent, Tenant's Proportionate Share of Costs and Additional Rent as net income, and that Landlord is not intending to provide any services other than those specifically set forth in this Lease.

6.07. Interest and Late Charges; Default Rate. If Tenant shall fail to pay, either in whole or in part, within forty five (45) days after the date when due, any installment of Rent, any and all such unpaid amounts shall bear interest at the "Default Rate" (as that term is hereinafter defined) beginning on the due date, until such unpaid amounts are paid in full. The term "Default Rate" as used herein shall mean a rate equal to the lesser of (i) eighteen percent (18%) per annum or (ii) six percent (6%) over the prime rate of interest announced from time to time by Bank of America, N.A., except that in either case such rate shall not exceed the maximum rate of interest permitted under Florida law. In addition, should any such unpaid amounts occur, Tenant also agrees to immediately pay Landlord either One Hundred Dollars (\$100) or five percent (5%) of the unpaid portion of the Rent installment, whichever is the greater (the "Late Charge"). Acceptance by Landlord of the Late Charge shall not constitute a

waiver of any rights or remedies of Landlord, but is merely reimbursement for a portion of Landlord's administrative fees for Tenant's failure to pay amounts when due hereunder.

6.08. Sales Tax. As of the date of this Lease Agreement the Tenant hereby represents and warrants it is exempt from the payment of Sales Tax in the State of Florida. If at any time during the term of the Lease Agreement the Tenant shall no longer be exempt, then in addition to any other rents or charges payable by Tenant under this Lease, Tenant shall pay to Landlord a sales tax, or similar tax imposed by the State of Florida or any subdivision thereof or any governmental body or authority, in the amount of seven percent (7%) of the Rent or such other amount as may be assessed by the State of Florida or any subdivision thereof or any governmental body or authority. Such payments on the account of sales or similar taxes shall be paid together with the corresponding amounts of Rent due under this Lease, and the obligation to pay such amount shall survive the expiration or earlier termination of this Lease.

ARTICLE VII. COMMON AREAS

7.01. General. All areas and facilities within the Shopping Center or serving the Shopping Center which are made available by Landlord, from time to time, for the non-exclusive use, convenience and benefit of all tenants and occupants of the Shopping Center, their employees, agents and invitees, shall constitute and are herein referred to as "Common Areas". The Common Areas shall at all times be subject to the exclusive control and management of Landlord or the owners thereof, either individually or collectively, including the rights reserved by Landlord and such owners from time to time, to establish, modify and enforce reasonable rules and regulations with respect to all Common Areas. During the Term of this Lease, Landlord shall operate, maintain, repair and replace or cause to be operated, maintained, repaired and replaced, all or a portion of the Common Areas, all in such manner as Landlord deems appropriate and in the best interests of the Shopping Center. Tenant agrees to pay Tenant's Proportionate Share of such costs.

7.02. Tenant's Right to Use Common Areas. Except as otherwise specifically provided in this Lease, Tenant and its employees and invitees are authorized to use the Common Areas in common with others entitled to the same. Landlord, for itself and such other owners, hereby reserves the right and power to eject or cause the ejection from the Common Areas of any person or persons not authorized to use the Common Areas or who are not using the Common Areas in accordance with this Lease or the rules and regulations relating to the Common Areas. Nothing contained herein shall in any manner limit Landlord's or the other Shopping Center owner's rights to add to, eliminate, or make changes to all or a portion of the Common Areas, which rights are specifically reserved hereby.

7.03. Parking Areas. Landlord and/or other owners of the Shopping Center, either individually or collectively, may prescribe certain sections within the Common Areas for use as parking spaces by all tenants (excepting only such tenants to which Landlord shall have expressly provided designated long-term parking) and their employees, and Tenant shall use and shall require Tenant's employees to use only such designated sections for parking.

7.04. Common Area Maintenance Costs. As used in this Lease, the term "Common Area Maintenance Costs" means the total of all costs and expenses related to owning, maintaining, managing, operating, repairing, replacing, insuring, enhancing and protecting the Shopping Center, or otherwise incurred by Landlord in performance of its obligations hereunder (including, but not limiting the foregoing, any payments which Landlord may make or incur in the provision of utility services ("Utility Costs"), common areas or stormwater management services or other services to the Shopping Center, and costs incurred in maintaining the Shopping Center in compliance with all applicable laws), together with a management fee equal to fifteen percent (15%) of the total costs and expenses of all of the foregoing. Without limiting the generality of the foregoing, the following items shall be deemed included in the Common Area Maintenance Costs: (i) costs of repairs, maintenance, operation and replacements of the paving, curbs, walkways, light poles, drainage equipment and other facilities used in the Common Areas; (ii) costs of repairs, maintenance, operation and replacements of the roofs, exterior walls, foundations, gutters and roof drainage systems serving the Shopping Center; (iii) costs of repairs and replacements of the Building System; (iv) costs of advertising and promotions for the Shopping Center; (v) costs of capital improvements made to the Shopping Center, as a labor-saving device or to effect other economies in the operation or maintenance of the Shopping Center or in order to comply with Legal Requirements which may become effective from and after the date of this Lease, provided that only the annual amount required to amortize such capital improvements over their useful life shall be included in Common Area Maintenance Costs for any calendar year; (vi) costs of repairs, maintenance, operation and replacements of the Utility Facilities serving the Shopping Center; (vii) costs of utilities used or consumed in the Common Areas; (viii) the costs of signs; (ix) costs of repair, maintenance, operation and replacement of signs, fountains, gazebos and other adornments; (x) costs of pest control; (xi) personal property and similar taxes; (xii) costs of all Common Area equipment, machinery, tools, supplies and other personal property and facilities; (xiii) costs of reasonable reserves; (xiv) costs of trash removal; (xv) the deductible portion of Landlord's insurance; (xvi) fire protection and fire hydrant charges; (xvii) licenses and permit fees; (xviii) rent paid for any equipment or facilities used in the Common Areas; (xix) accounting and legal fees in connection with the Shopping Center (excluding legal fees in connection with the negotiation of leases or legal disputes, except legal disputes in connection with any breach or default by Tenant hereunder); (xx) the total costs and expenses incurred by Landlord in connection with maintenance, repair and energy costs associated with maintaining or operating Common Areas air conditioning, electricity, steam, heating, mechanical, ventilating, escalator and elevator systems and all other utilities and the cost of supplies and equipment and maintenance and service contracts in connection therewith; (xxi) the cost of cleaning of the Common Areas including trash removal; (xxii) wages, salaries and other labor costs, including taxes, insurance, retirement, medical and all other employee benefits of all applicable workmen and personnel; (xxiii) fees, charges and other costs, including consulting fees, legal fees and accounting fees, of all independent contractors engaged by Landlord or reasonably charged by Landlord, with respect to the Common Areas; and (xxiv) the cost of operating, maintaining, repairing, replacing, insuring and lighting the pylon sign (which shall be equitably allocated by Landlord among those Shopping Center tenants granted the right to signage on the pylon sign).

7.05. Landlord's Duties. Landlord's obligations in this Article VII shall not make Landlord liable for any damage to or loss of property, including, but not limited to, motor

vehicles of Tenant, or its employees, agents, customers or invitees, unless caused by the gross negligence of Landlord and not otherwise covered by Tenant's insurance.

ARTICLE VIII.
TAXES

8.01. Real Estate Taxes. As used in this Lease, the term "Real Estate Taxes" shall include the following:

(a) all real estate taxes, including general and special assessments, if any, which are imposed upon Landlord or assessed against the Shopping Center and the land upon which the Shopping Center is situated as well as Common Areas of the Shopping Center; and

(b) any other present or future taxes or governmental charges that are imposed upon Landlord, or assessed against the Shopping Center or the land upon which the Shopping Center is situated or Common Areas of the Shopping Center, including, but not limited to, any tax levied on or measured by the rents payable by tenants of the Shopping Center which is in the nature of, or in substitution for, real estate taxes, and any use and occupancy tax if Landlord is required by law to collect, or has any liability for the payment of, such use and occupancy tax. Any inheritance, estate, gift, franchise, corporation, income, or net profits tax which may be assessed against Landlord and/or the Shopping Center shall be excluded.

8.02. Personal Property. Tenant shall pay, before delinquency, all property taxes and assessments on the furniture, fixtures, equipment, inventory and other property of Tenant at any time situated on or installed in the Premises and on additions and improvements in the Premises. If any of the foregoing is assessed as part of the real property of which the Premises are a part, Tenant shall pay to Landlord upon demand, as Additional Rent, the amount of such additional taxes as may be levied against the real property by reason thereof. For the purpose of determining such amount of additional taxes, figures supplied by the local assessing authority as to any amounts so assessed shall be conclusive.

ARTICLE IX.
INDEMNITY AND INSURANCE

9.01. Hold Harmless. Landlord shall not be liable to Tenant, its agents, servants, employees, contractors, customers or invitees for any damage to person or property caused by any act, omission or neglect of Tenant. Without limiting or being limited by any other indemnity in this Lease, but rather in confirmation and furtherance thereof, Tenant agrees to indemnify, defend by counsel reasonably acceptable to Landlord and hold Landlord, Landlord's beneficiaries (if Landlord is a land trust), the managing agent of the Property, the leasing agent of the Property and their respective agents, partners, shareholders, officers, directors and employees of the Property harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses (including, but not limited to, court costs, reasonable attorneys' fees and litigation expenses) in connection with injury to or death of any person or damage to or theft, loss or loss of the use of any property occurring in or about the Leased Premises or the Property arising from Tenant's occupancy of the Leased Premises, or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Leased

Premises or the Property, or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or due to any other act or omission or willful misconduct of Tenant or any of its agents, employees, contractors, assigns, subtenants, guests or invitees; provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Tenant arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or the Tenant's officers, employees, servants, agents, partners, principals or subcontractors.

(a) The Landlord shall indemnify and hold harmless Tenant, and its officers, employees, agents, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Tenant and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the gross negligence or willful misconduct of Landlord. The Landlord shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Landlord expressly understands and agrees that any insurance policies required by the Lease or otherwise provided by the Landlord shall in no way limit the responsibility to indemnify, keep and save harmless and defend Tenant and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

(b) The provisions of this Section 9.01 shall survive the expiration of the Lease and shall terminate upon the expiration of the applicable statute of limitation.

9.02. Tenant's Insurance.

(a) From and after the date of delivery of the Premises from Landlord to Tenant and continuing throughout the Term of this Lease, Tenant shall carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

(i) Commercial General Public Liability Insurance covering the Premises and Tenant's use thereof against claims for bodily injury or death, personal injury and property damage occurring upon, in or about the Premises regardless of when such claims may be made. Such insurance shall have a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The insurance coverage required under this subparagraph shall include coverage for liability hazards as defined in the policy forms and endorsements for premises and operations liability, per project and aggregate endorsements, personal injury liability, broad form property damage liability and contractual liability arising out of this Lease. If required by Landlord from time to time, Tenant shall increase the limits of its commercial

general public liability insurance to reasonable amounts customary for tenants in shopping centers.

(ii) Statutory Workers' Compensation Insurance to comply with the applicable laws of the state in which the Shopping Center is located and Employer's Liability Insurance with limits of not less than \$500,000 for bodily injury by accident or disease. This policy shall include a waiver of subrogation waiving rights of subrogation against Landlord.

(iii) All Risk Property Insurance covering Tenant's furniture, fixtures, merchandise and personal property from time to time in, on or about the Premises, and all leasehold improvements to the Premises specifically including any heating and cooling facilities serving the Premises which may be located outside the Premises; provided however that Tenant shall have the option to self insure for plate glass. Such insurance (A) shall be written on a replacement cost basis in an amount at least equal to one hundred percent (100%) of the replacement cost of the insured property; and (B) shall provide protection against perils that are covered under standard insurance industry practices within the classification of special causes of loss. Tenant's obligation to provide insurance pursuant to this subparagraph shall apply to all improvements and fixtures described herein, notwithstanding that some or all of such improvements and fixtures may have been installed by Tenant, Landlord, a prior tenant or any other party at any time before or after the delivery of the Premises to Tenant.

(iv) Business income insurance on an actual loss sustained basis, which insurance shall insure, inter alia, against the perils referred to in Section 9.01.

(b) All policies of insurance provided for shall be issued in a form acceptable to Landlord, by insurance companies having and maintaining at least an A-X1 rating in the most currently available "Best's" Insurance Reports, and admitted and licensed to do business in the state in which the Shopping Center is located. Each and every such policy:

(i) shall be issued in the Tenant's name and shall name as additional insured Landlord and any other parties in interest, when appropriate, and Tenant shall provide Landlord written notice of same;

(ii) shall (or a binding certificate thereof shall) be delivered, together with a paid receipt therefor to Landlord and any such other parties in interest not later than the date of delivery of possession of the Premises to Tenant and thereafter at least thirty (30) days prior to the expiration of each such policy, and, as often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent, and each certificate shall indicate specifically the form on which an occurrence basis policy is written, the policy deductible and that the insurer has waived any rights of subrogation it would otherwise have against Landlord or any owner of other parts of the Shopping Center;

(iii) shall contain a provision that any act or omission, misrepresentation or breach of the policy conditions by one insured shall not invalidate coverage for any other insured;

(iv) shall contain a provision that the insurer will give to Landlord and such other parties in interest at least thirty (30) days notice in writing in advance of the insurer's

intention to cancel, refuse to renew or otherwise terminate the policy, suspend or terminate any coverage, reduce any policy limits, increase any policy deductibles or otherwise alter any terms or conditions of the policy;

(v) shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry, notwithstanding the requirement that Landlord be named as an additional insured and regardless of any other insurance that Landlord may elect to obtain;

(vi) shall not provide for deductibles in excess of \$5,000; and

(vii) shall provide the full amount of any losses sustained shall be payable for Landlord's benefit under the terms of this Lease notwithstanding any act, omission or negligence of Landlord or Tenant which might otherwise result in a forfeiture of insurance coverage.

9.03. Shopping Center Insurance.

(a) As used in this Lease the term "Shopping Center Insurance" shall be deemed to refer to and include fire, extended coverage, boiler, sprinkler, apparatus, public liability, property damage, loss of rent, flood, terrorism, hurricane, earthquake and all other insurance with respect to Common Areas (and all buildings and other improvements in the Shopping Center) as well as all other insurance deemed necessary or appropriate by Landlord from time to time. Subject to reimbursement by Tenant as herein provided, Landlord shall maintain in effect at all times during the Term of this Lease customary types of insurance coverage for the Shopping Center as determined by Landlord from time to time in its discretion. Any insurance obtained by Landlord may be maintained by means of a policy or policies of blanket insurance, covering additional items or locations or under a plan of self-insurance. Landlord may maintain, at its option, from time to time, such insurance coverage as Landlord may deem appropriate for the Shopping Center.

(c) Landlord's insurance cost for maintaining the insurance coverage referred to in this Section shall be reimbursed by Tenant as part of Tenant's Proportionate Share of Shopping Center Insurance.

9.02. Waiver of Subrogation. The all risk property insurance required by this Lease shall provide for waivers of any right of subrogation that the insurer of such party may acquire against the other party hereto relating to the Premises, parking areas or the Common Areas and, at Landlord's request, against any other party with respect to any such losses, which are required to be insured against or which are actually insured against, even if the loss results from a negligent act or omission. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause of action against the other (and any assignee of Landlord) for any loss or damage that may occur to the Shopping Center, Common Areas or Premises or any improvements thereto, or any personal property of Landlord or Tenant, arising from any cause that is (a) customarily insured against under the terms special form (all-risk) property insurance; or (b) insured against under the terms of any property insurance actually carried. The foregoing waiver shall apply regardless of the cause or

origin of the claim, including, but not limited to, the negligence of a party or that party's agents, officers, employees or contractors.

Article X.
NOTICES AND PAYMENTS

Any notice or demand which either party to this Lease is required or desires to give shall be given in writing to Landlord's Notice Address or Tenant's Notice Address, as may be applicable (or in the case of notices or demands given to Tenant, Landlord may deliver the notice to the Premises in lieu of delivery to Tenant's Notice Address), subject to the right of either party by notice similarly given to the other party to change their respective address. All payments by Tenant to Landlord pursuant to any provision of this Lease shall be delivered to Landlord's Notice Address or to such other place as Landlord shall from time to time designate by notice in writing to Tenant. All notices or demands shall be given by registered or certified mail, return receipt requested, or by any overnight or express mail service which provides receipts to indicate delivery. All notices and demands given in accordance with the provisions of this Section shall be conclusively deemed to have been delivered on the date of first attempted delivery, notwithstanding the refusal by either party to accept delivery.

Article XI.
USE AND OPERATING REQUIREMENTS

11.01. General Operating Requirements. During the Term of the Lease, the Premises shall be continuously operated, used and occupied only for the Permitted Use and for no other purpose and operated under the Permitted Name and no other trade name. Tenant agrees that at all times during the Term it shall:

- (a) keep the Premises open for business during Tenant's hours of operation;
- (b) operate its business in the entire Premises in a high grade and reputable manner, maintaining an adequate staff of employees and a full and complete stock of merchandise in the Premises, and in general shall employ its best business judgment, efforts and abilities to operate Tenant's business in an efficient and businesslike manner, and to achieve the maximum possible volume of sales; and
- (c) without amending or enlarging the scope of the Permitted Use, Tenant agrees that the Premises may not be used or occupied for any use or purpose which conflicts with or violates the use restrictions set forth in Exhibit E attached hereto and incorporated herein by reference. In addition, Tenant further agrees that Landlord shall be entitled to grant additional exclusive uses to subsequent tenants in the Shopping Center, which additional use restrictions shall become applicable to Tenant and shall be deemed part of Exhibit E for all purposes of this Lease upon Tenant receiving written notice thereof or upon the recording of any such exclusive uses in the applicable Public Records with respect to the Shopping Center.
- (d) keep its occupational and business licenses current.

Tenant acknowledges and agrees that no representations have been made to Tenant that any other tenants have leased or will continue to lease space within the Shopping Center.

11.02. Rules and Regulations. Tenant shall at all times comply in all respects with the Shopping Center Rules and Regulations from time to time reasonably established by Landlord. The initial Rules and Regulations are attached as Exhibit D hereto.

11.03. Sign Program.

(a) Landlord and/or the owners of parcels located within the Shopping Center reserve(s) the sole and exclusive right to develop, modify and control the sign program for the Shopping Center (the "Sign Criteria"). Landlord's initial Sign Criteria is attached hereto as Exhibit E. Each sign or other advertising or display device (collectively the "Sign") of Tenant must conform to the Sign Criteria. Tenant shall not erect, install or maintain any Sign on the roof or exterior of the Premises or on, in or about the windows or doors thereof, which shall be visible to public view from the Shopping Center, without the prior approval of Landlord. Promptly after delivery of written notice from Landlord, Tenant shall remove any Sign erected or maintained in violation of this Lease, and if Tenant fails to remove the Sign promptly after delivery of such notice, Landlord may enter upon the Premises and cause the same to be removed, and the cost of such removal and the cost of restoring any damaged property shall be paid by Tenant upon demand. At its own expense, Tenant shall install, maintain, and keep its Sign in or about the Premises clean and in good repair and shall pay for all electric current required in connection with any such Sign.

(b) Landlord will provide a pylon sign, and Tenant, at its sole cost, using the sign company selected by Landlord, shall install a panel identifying Tenant on the pylon sign if Landlord determines panel space is available to Tenant. The size, color, design, font and materials of Tenant's panel must be consistent with the Sign Criteria and approved by Landlord in advance and in writing, in Landlord's reasonable discretion.

11.04. Exterior of Building; Roof of Building. Landlord reserves the sole and exclusive use of the canopy, if any, and roof and exterior walls of the Premises and of the Shopping Center for such use as Landlord may deem appropriate. Tenant shall not decorate, paint or in any other manner alter, nor install or affix any awning, canopy, device, fixture, antenna or attachment upon or to, the exterior or roof of the Premises. Tenant, its agents, employees and contractors shall have no right to use or enter upon the roof of the Premises or the adjoining structure.

11.05. Hazardous Materials.

(a) Except for those materials that are necessary in the normal course and best practices of Tenant's business activities associated with the Permitted Use, Tenant, its agents, employees, contractors or invitees shall not (i) cause or permit any Hazardous Materials (hereinafter defined) to be brought upon, stored, used or disposed on, in or about the Premises and/or the Shopping Center, or (ii) permit the release, discharge, spill or emission of any substance considered to be a Hazardous Material from the Premises.

(b) Any Hazardous Materials permitted by subparagraph (a), all containers therefor, and all materials that have been contaminated by Hazardous Materials shall be used, kept, stored

and disposed of by Tenant in a manner that shall in all respects comply with all applicable federal, state and local laws, ordinances, regulations and standards.

(c) Tenant hereby agrees that it is and shall be fully responsible for all costs, expenses, damages or liabilities (including, but not limited to, those incurred by Landlord and/or its mortgagee) which may occur from the use, storage, disposal, release, spill, discharge or emission of Hazardous Materials by Tenant, its agents, employees, contactors or invitees whether or not the same may be permitted by this Lease. Tenant shall defend, indemnify and hold harmless Landlord, its mortgagee and its agents from and against any claims, demands, administrative orders, judicial orders, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limitation, reasonable attorney and consultant fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to the use, storage, disposal, release, discharge, spill or emission of any Hazardous Material by Tenant, its agents, employees, contractors or invitees. The provisions of this Section shall be in addition to any other obligations and liabilities Tenant may have to Landlord at law or in equity and shall survive the transactions contemplated herein or any termination of this Lease.

(d) As used in this Lease, the term "Hazardous Materials" shall include, without limitation:

(i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), and the Hazardous Materials Transportation Act, and in the regulations promulgated pursuant to said laws, all as amended;

(ii) those substances listed in the United States Department of Transportation Table (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (of any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto);

(iii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section of the Clean Water Act (33 U.S.C. § 1317); (E) flammable explosives; or (F) radioactive materials; and

(iv) such other substances, materials and wastes which are or become regulated as hazardous or toxic under applicable local, state or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

(e) 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.

11.06. Intentionally Omitted.

11.07. Compliance with Laws. During the Term of this Lease, Tenant shall comply promptly, at Tenant's sole cost and expense, with all laws, ordinances, rules and regulations of all federal, state, county and municipal governments (including, but not limiting the generality of the foregoing, the Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq.) now in force or that may be enacted hereafter, with all directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of the governmental agencies having jurisdiction over the Premises, and with such standards established from time to time by each insurance underwriter, inspection bureau and similar agency, including the Board of Fire Underwriters, which are applicable to Tenant's use and occupancy of the Premises. When requested by Landlord and, in any event, upon the completion of any construction or alterations to the Premises by Tenant, Tenant shall deliver to Landlord a permanent non-residential use and occupancy certificate, permit or its equivalent, and all evidence typically required in the jurisdiction where the Shopping Center is located to provide evidence of compliance by Tenant with all applicable building and fire codes and all other governmental requirements. Unless otherwise specifically provided for in this Lease as Landlord's obligation, Tenant shall make, at Tenant's sole cost and expense, all repairs and alterations to the Premises which are or hereafter may be required in order to comply with the foregoing.

11.08. Discriminatory Vendors. The Landlord shall immediately disclose to Tenant if Landlord appears on the discriminatory vendor list, in no event shall Landlord's disclosure be later than sixty (60) days. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

11.09. Public Entity Crimes Clause. The Landlord shall comply with the Public Entity Crimes Act (§ 287.133, Florida Statutes) and the Landlord certifies that neither it, nor any person or affiliate of Landlord, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list. The Landlord understands and agrees that the Landlord is required to immediately inform Tenant upon any change of circumstances regarding this status. The Landlord shall provide a completed Public Entity Crimes Certification.

ARTICLE X. Article XII.
UTILITIES

12.01. Tenant Responsible for Utilities. Unless otherwise specifically provided for in this Lease as Landlord's obligation, Tenant shall make application for and arrange for and pay or

cause to be paid all charges, including connection fees, for gas, water, electricity, light, heat, power, telephone and data services, pest control services, security services, janitorial services, sewer and all other utility services used, rendered or supplied upon or in connection with the Premises with the exception of garbage disposal which will be the responsibility of the Landlord; and Tenant shall defend, indemnify and save Landlord harmless against any liability or charges on account thereof, including attorneys' fees, expenses and litigation costs. In case any utility charges are not paid by Tenant when due, Landlord may pay the utility charges to the utility company or department furnishing the utility service, and any amounts so paid by Landlord shall be paid by Tenant to Landlord immediately upon demand by Landlord, as Additional Rent.

12.02. Intentionally Omitted.

12.03. No Overloading. Tenant shall not have the right, without Landlord's prior written approval of Tenant's plans and specifications therefor, to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities. If such installation is approved by Landlord, and if Landlord provides such additional facilities to accommodate Tenant's installation, Tenant agrees to pay Landlord, on demand, the cost of providing such additional utility facilities or utility facilities of a greater capacity. Tenant shall in no event use any of the utility facilities in any way which shall overload or overburden the utility systems.

Article XIII.

LIENS

Nothing contained in this Lease shall be deemed or constructed in any way as constituting the approval, consent or request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, materialman, supplier, architect, engineer or other third party for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises, the Shopping Center or any part thereof. To the fullest extent permitted by applicable law, notice is hereby given that Landlord shall not be liable for any labor or materials or services furnished or to be furnished to Tenant or on its behalf upon credit or otherwise, and that no mechanic's or other lien for any such labor, materials or service shall attach to or affect the fee or reversionary or other estate or interest of Landlord in the Premises, the Shopping Center or in this Lease. In furtherance of the foregoing, notice is hereby given pursuant to Section 713.10 of the Florida Statutes of the following provision: "Tenant has no power to subject Landlord's interest in the Premises, or the Building or Shopping Center of which it forms a part, to any claim or lien of any kind or character and any persons dealing with Tenant must look solely to the credit of Tenant for payment." Any such lien shall only attach to Tenant's interest in the Premises.

Tenant shall do all things necessary to prevent the filing of any mechanics', suppliers' or other lien against the Shopping Center, the Premises or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant. If any lien shall at any time be filed against the Shopping Center or the Premises or any part thereof, Tenant shall cause the lien to be discharged of record by payment or bonding, within thirty (30) days after the date of filing of the lien. If Tenant shall fail to timely discharge such lien, such event shall constitute an Event of Default under this Lease and Landlord may exercise all rights and

remedies under Article XXI, including, without limitation, the right of self-help under Section 21.04 to pay and discharge such lien at Tenant's cost and with Tenant to be liable to reimburse Landlord as provided in Section 21.04 as Additional Rent.

Article XIV.

ENTRY INTO PREMISES

14.01. Landlord's Right to Enter. Landlord and the authorized representatives of Landlord may enter the Premises at all reasonable times and upon reasonable prior notice for the purpose of serving or posting notices required or permitted by any law, or for the purpose of inspecting the Premises. Landlord hereby reserves the right and easement in or over the Premises or any portion or portions thereof as shall be reasonably required for the installation, addition, alteration, relocation, replacement or maintenance of Common Areas, roofs, floors, doors, windows, mains, conduits, pipes or other facilities to serve the Shopping Center or any part thereof. Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage claimed by Tenant by reason of Landlord's work within the Premises.

14.02. Display. Landlord and the authorized representatives of Landlord may, at all reasonable times and upon reasonable prior notice, enter the Premises at any time during business hours for the purpose of exhibiting the Premises to prospective purchasers, mortgagees and/or tenants. During the final six (6) months of the Lease term, Landlord reserves the right to post "For Lease" or other similar signage within the Premises.

Article XV.

MAINTENANCE, ALTERATION AND CONSTRUCTION

15.01. Landlord's Maintenance. All repairs, alterations or additions that affect the Building's structural components or the Building's mechanical, electrical and plumbing systems shall be made solely by Landlord or its contractor. In the event of any damage to such components or systems or any other portion of the Building caused by Tenant or Tenant's agents, contractors, employees, visitors or invitees, the cost of repair or restoration of such damage shall be paid for solely by Tenant in an amount equal to Landlord's costs plus fifteen percent (15%) for administrative cost recovery, which costs shall become Tenant's Additional Rental. Landlord shall make such repairs to Base Building Shell Condition improvements as may be deemed necessary by Landlord for normal maintenance operations and Landlord shall not otherwise be obligated to make improvements to, or repairs of, the Leased Premises.

(a) Tenant shall immediately notify Landlord in writing of the need for any repair or maintenance which Landlord is obligated to perform pursuant to Section 15.01.

15.02. Tenant's Maintenance. Tenant shall keep and maintain in good order, condition and repair the Premises and every part thereof, including, but not limited to: all plumbing and sewage facilities within and serving the Premises, including free flow up to the main sewer line; all cooling and heating facilities serving the Premises (the "HVAC Facilities") including such facilities located outside the Premises, if any, and in connection therewith, Tenant shall engage a reputable HVAC maintenance company, which shall perform maintenance of the HVAC

Facilities on not less than a quarterly basis (the "HVAC Maintenance Service"); the sprinkler system within the Premises (provided that Tenant shall make no adjustment, alteration or repair of any part of the sprinkler or sprinkler alarm system in or serving the Premises without Landlord's prior written approval; all utility meters; fixtures; leasehold improvements; interior walls; store front(s); floors; ceilings; sides; windows; doors; plate glass; showcases; sky lights; all electrical facilities and equipment; all other appliances and equipment of every kind and nature; all vestibules, entrances and returns located within the Premises; and all other non-structural repairs, replacements and restorations to the Premises. Notwithstanding the foregoing, in the event the Tenant maintains the HVAC Maintenance Service, regular repairs to the HVAC Facilities that exceed one thousand dollars and no/100 (\$1,000.00) for any one month for which the repair(s) are not the result of the Tenant's negligence or misuse of the HVAC Facilities, the Landlord agrees it shall be responsible for the repair(s) and/or cost(s) in excess of \$1,000.00 to the HVAC Facilities for the month in question. Tenant shall also be responsible for maintenance of all plumbing repairs that do not exceed one thousand dollars and no/100 (\$1,000.00) for any one month, the Landlord agrees it shall be responsible for the repair(s) and/or cost(s) in excess of \$1,000.00 for plumbing repairs for the month in question. Notwithstanding the foregoing any repairs to the HVAC Facilities or the plumbing caused by Tenant's negligence or willful misconduct will be solely at the cost of Tenant to repair regardless of the expense limit. Proof of negligence or willful misconduct on behalf of the tenant will need to be clearly demonstrated by the landlord and supported by technical reports from approved technicians familiar with the facility and approved by both parties (Landlord and the Tenant).

15.03. Limitation on Tenant's Alterations. Tenant shall not make or permit to be made any alterations, improvements or additions of or to the Premises or any part thereof, unless and until Tenant shall have caused plans and specifications therefor to have been prepared, at Tenant's expense, by a licensed architect and shall have obtained Landlord's written approval thereof. If such approval is granted, Tenant shall cause the work described in such approved plans and specifications to be performed, at its expense, promptly, and in a first class workmanlike manner by a licensed general contractor and in compliance with all applicable governmental and insurance requirements and the standards set forth in this Lease (including, without limitation, the provisions of Article III), without interference with or disruption to the operations of the Shopping Center.

15.04. Changes to the Shopping Center. Landlord shall have the right, at any time, and from time to time, to make or permit changes to the Shopping Center or any part thereof, including, without limitation, additions to, removal from, arrangements of, alterations of, modifications of or supplements to the building areas, walkways, parking areas, access roads, driveways or other Common Areas, to construct, or permit to be constructed other buildings or improvements in the Shopping Center and to make alterations thereof or additions thereto and to build additional stories on any buildings.

15.05. Miscellaneous. Upon completion of construction and prior to the time when Tenant opens for business in the Premises, both initially and subsequently after any temporary closure after casualty damage or permitted remodeling, Tenant shall not be permitted to, and shall not, open for business until the following requirements shall be satisfied:

(a) Tenant shall have delivered to Landlord, insurance policies and mechanics' lien waivers as required by this Lease;

(b) Landlord shall have inspected the Premises to determine whether all of Tenant's Work in the Premises is complete in accordance with the requirements of this Lease and Landlord shall have approved all such work; and

(c) Tenant shall have paid Landlord all Rent which has then accrued under the Lease.

No approval by Landlord under this Lease shall make Landlord responsible for the condition of the Premises or constitute a representation by Landlord of compliance with any applicable requirements or constitute a waiver of any rights and remedies that Landlord may have under this Lease or at law or in equity. If Tenant shall open the Premises in violation of the requirements of this Section, such action by Tenant shall constitute a material Default under this Lease. When Tenant opens for business in the Premises, Tenant shall be deemed to have accepted the Premises and agreed that it is in the condition, with respect to any of Landlord's obligations, which is required under this Lease.

Article XVI.
DAMAGE AND DESTRUCTION

16.01. General Restoration Obligation. Unless this Lease is terminated as provided in Sections 16.02 or 16.03, if the Premises shall be damaged or destroyed by any casualty, then Landlord shall repair and restore those parts of the Premises which are under this Lease to be kept in repair by Landlord; and Tenant shall likewise repair and restore all other parts of the Premises, substantially to the condition thereof immediately prior to such damage or destruction, including, but not limited to, all leasehold improvements, heating and cooling facilities servicing the Premises, signs, fixtures, equipment, display cases, furniture, furnishings and other installations in the Premises, in accordance with this Article.

16.02. Termination for Damage to Premises.

If:

(a) the Premises shall be damaged or destroyed and an architect retained by Landlord shall certify that the extent of such damage or destruction is one-third ($1/3^{\text{rd}}$) or more of the replacement cost of the Premises and leasehold improvements immediately prior to the occurrence of such damage or destruction, whether insured or uninsured; or

(b) the damage or destruction is due to any casualty other than a casualty covered by the insurance maintained by Landlord; or

(b) the damage or destruction is due to any casualty which shall have occurred within the last year of the Term of this Lease;

then, Landlord shall have the option to terminate this Lease by giving Tenant notice in writing at any time within ninety (90) days after the occurrence of such casualty.

16.03. Termination for Damage to the Shopping Center. Notwithstanding any other provision of this Lease, in the event that any portion of the Shopping Center is damaged or destroyed, to such an extent that Landlord, elects to discontinue operation of all or a portion of the Shopping Center; or in the event that the Premises are located in the portion so damaged or destroyed, and Landlord elects, in its sole discretion, to discontinue operation in the substantial portion of the Shopping Center which was damaged or destroyed, then Landlord shall have the option to terminate this Lease by giving Tenant notice in writing at any time within ninety (90) days after such damage or destruction.

16.04. Time for Restoration. If the Premises or all or portions of the Shopping Center shall be damaged or destroyed and this Lease is not terminated, then upon the expiration of the applicable ninety (90) day termination period or upon notice by Landlord to Tenant prior thereto that Landlord has elected not to terminate this Lease, Landlord and Tenant shall commence their respective repair and restoration to the Premises and portions of the Shopping Center owned by Landlord as soon as is reasonably possible and prosecute the repair and restoration to completion with due diligence. Landlord shall under no circumstances be responsible for the restoration of the Tenant's Work or any subsequent alterations installed by Tenant.

16.05. Time for Termination. In the event of any termination of this Lease under this Article XVI, this Lease shall terminate fifteen (15) days after the delivery of Landlord's notice of termination.

16.06. Abatement. Unless this Lease shall be terminated as provided herein, Minimum Rent or Additional Rent shall abate as a result of casualty damage or during the period of any repair or restoration by Landlord on an equitable basis, in proportion to the extent which Tenant is unable to continue the operation of its business in the Premises, and the delivery of the Premises (or damaged portion thereof) to Tenant for the restoration of Tenant's improvements in the Premises until the substantial completion of such repairs and restorations for which Landlord is responsible. Tenant may continue the operation of its business on the Premises during any period of repair or restoration to the extent reasonably practicable from the standpoint of prudent business management. Tenant shall not be entitled to any compensation or damages from Landlord for loss in the use of the whole or any part of the Premises and/or any inconvenience or annoyance occasioned by any damage, destruction, repair or restoration.

Article XVII. EMINENT DOMAIN

17.01. Complete Taking. In the event that possession of the entire Premises shall be taken under the power of eminent domain or proceedings in lieu thereof, this Lease shall terminate as of the date possession shall be so taken.

17.02 Partial Taking. In the event that possession of a portion of the Premises shall be taken under the power of eminent domain or proceedings in lieu thereof, and the portion not so taken would not have been reasonably adequate for the operation of Tenant's business even if restoration had been performed by Landlord and Tenant, then this Lease shall thereupon terminate as of the date possession is taken. In the event of any taking under the power of eminent domain, or proceedings in lieu thereof, which does not terminate this Lease as provided above, this Lease shall remain in full force and effect, however, Minimum Rent shall be reduced to equal an amount calculated by multiplying the Minimum Rent otherwise payable by a fraction, the numerator of which shall be the number of square feet of gross leasable area remaining in the Premises after the taking and the denominator of which shall be the number of square feet of gross leasable area in the Premises prior to the taking and Tenant's Proportionate Share shall be adjusted. Unless this Lease is terminated, if the Premises shall be taken under the power of eminent domain or proceedings in lieu thereof, then Landlord shall repair and restore those remaining parts of the Premises which are under this Lease, to be kept in repair by Landlord, and Tenant shall likewise repair and restore all other parts of the Premises, substantially to the condition thereof immediately prior to such taking, in accordance with Article XVI which shall also be deemed applicable to a restoration following a taking.

17.03. Substantial Taking of the Shopping Center. Notwithstanding any other provisions of this Lease, in the event that any portion of the Shopping Center is taken under the power of eminent domain or proceedings in lieu thereof to such an extent that Landlord elects to discontinue operation of the Shopping Center, or in the event that the Premises are located in the portion of the Shopping Center taken under the power of eminent domain or proceedings in lieu thereof and Landlord elects, in its sole discretion, to discontinue operation in this portion, which was taken under the power of eminent domain or proceedings in lieu thereof, then Landlord shall have the option to terminate this Lease by giving Tenant notice in writing at any time within ninety (90) days after such taking under the power of eminent domain or proceedings in lieu thereof.

17.04. Damages. All damages awarded for any such taking under the power of eminent domain or proceedings in lieu thereof, whether for the whole or a part of the Premises, shall belong to and be the property of Landlord (and Tenant hereby assigns all of its right, title and interest in and to same to Landlord), whether such damages shall be awarded as compensation for diminution in value of the leasehold or for the fee of the Premises; provided, however, that Landlord shall not be entitled to any award made to Tenant for loss of or damage to Tenant's furniture, fixtures or removable personal property.

17.05 Termination Date. If this Lease is terminated as provided in this Article XVII, all Rent shall be paid up to the date that possession is taken by public authority, and Landlord shall make an equitable refund of any Rent paid by Tenant in advance and not yet earned.

Article XVIII.

SUBORDINATION; ESTOPPEL CERTIFICATE; QUIET ENJOYMENT

18.01. Subordination of Lease. This Lease and the leasehold hereunder shall be subject and subordinate to any lease, deed of trust, mortgage lien or charge, reciprocal easement agreement or other operating agreement, encumbrance, restriction or declaration which now

encumbers or which at any time hereafter may encumber the Premises and/or the Shopping Center (such document and any replacement, renewal, modification, consolidation or extension thereof being hereinafter referred to as an "Encumbrance"). Any Encumbrance shall be prior and paramount to this Lease and to the rights of Tenant hereunder and all persons claiming through or under Tenant, or otherwise, in the Premises and Common Areas. Tenant, on Tenant's behalf, and on behalf of all persons claiming through and under Tenant, covenants and agrees that, from time to time at the request of the holder of any Encumbrance, Tenant will execute and deliver any necessary or proper instruments or certificates reasonably necessary to acknowledge or confirm the priority of the Encumbrance over this Lease and the subordination of this Lease thereto or to evidence Tenant's consent to any Encumbrance. Tenant agrees that, upon the request of any person succeeding to the interest of Landlord as a result of the enforcement of any Encumbrance, whether upon foreclosure sale or otherwise (the successor in interest being hereinafter referred to as the "Purchaser"), Tenant shall automatically become the tenant of the Purchaser, without changing the terms or other provisions of this Lease; Tenant specifically waiving any right which may exist under law to terminate the Lease. Tenant shall, upon request by the Purchaser, execute and deliver an instrument or instruments confirming its attainment.

18.02 Notice to Holder of Encumbrance. Tenant agrees that, provided the holder of any Encumbrance shall have notified Tenant in writing of its address, Tenant will give such holder, by certified mail, a copy of any notice of default given to Landlord. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the holder shall have an additional thirty (30) days to cure such default, or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days the holder has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings if necessary to effect such cure), in which event this Lease shall not be terminated while such remedies are being so diligently pursued. Notwithstanding the foregoing, such holder of an Encumbrance shall have no obligation to so cure any such default. 18.03 Estoppel Certificate. Upon fifteen (15) days prior written request by Landlord, Tenant shall deliver to Landlord the following:

(a) such financial information concerning Tenant and Tenant's business operations and finances as may be requested by Landlord, any Purchaser, prospective purchaser, holder, or prospective holder of any Encumbrance; and

(b) a statement certifying (i) that this Lease is unmodified and in full force and effect, or if there has been any modification thereof that this Lease is in full force and effect as modified and stating the nature of the modification; (ii) that Landlord is not in default under this Lease and no event has occurred which, after notice or expiration of time or both, would constitute a default (or if any such default or event exists, the specific nature and extent thereof); (iii) the dates to which the Minimum Rent, Additional Rent and other charges have been paid in advance, if any; and (iv) any other information concerning this Lease or the Premises which Landlord may reasonably request.

Any financial information and any statement delivered pursuant to this Section may be relied upon by Landlord, any Purchaser, prospective purchaser, holder or prospective holder of any encumbrance. If Tenant shall fail to deliver the statement required by this Section within

fifteen (15) days after Landlord has requested such statement, Tenant shall be deemed to have certified that this Lease is in full force and effect and that Landlord is not in default under this Lease.

18.04 Recordation. Tenant agrees that this Lease shall not be recorded unless the recordation is requested by Landlord. If this Lease is recorded at the request of Landlord, then Landlord will pay the total cost and expense of such recording.

18.05 Quiet Enjoyment. Landlord covenants that it has the full right, power and authority to enter into this Lease for the Term. Subject to the provisions of Section 19.01 hereof, Tenant, upon paying the Rent due and payable to Landlord hereunder and upon performing all of Tenant's covenants, conditions and agreements contained in this Lease, shall peaceably and quietly have and enjoy possession of the Premises without hindrance by Landlord or anyone claiming by, through or under Landlord.

Article XIX.

ASSIGNMENT AND TRANSFERS

19.01. General Prohibition. Tenant shall not voluntarily, involuntarily or by operation of law assign, mortgage or otherwise encumber, all or any part of Tenant's interest in this Lease or in the Premises or sublet the whole or any part of the Premises or license concessions or lease departments in the Premises or allow any other person to occupy any portion of the Premises (any and all of which are herein referred to as a "Transfer"), without, in each and every case, the prior written consent of Landlord, which may be given or withheld in Landlord's sole and absolute discretion. Any Transfer which is made without prior written consent of Landlord shall be null and void and of no force and effect whatsoever. If this Lease or the Premises is Transferred, Landlord may collect Rent from the transferee, which collection shall not be deemed to be a waiver of Landlord's rights either to enforce Tenant's covenants or accept the transferee as Tenant, or a release of Tenant from the performance of any covenants on the part of Tenant to be performed. Notwithstanding any Transfer, Tenant or any guarantor of this Lease shall remain fully liable for the performance of all terms, covenants and provisions of this Lease. Any violation of this Lease by any transferee shall be deemed to be a violation of this Lease by Tenant.

19.02 Corporate or Partnership Transactions.

(a) Guarantor shall at all times own all of the outstanding ownership interests in Tenant and all other entities doing business under the Permitted Name.

If Tenant is a corporation that the stock of which is not traded on any national securities exchange or nationally in the National Association of Securities Dealers over the counter market, then the merger, consolidation or reorganization of such corporation and/or the sale, issuance, or transfer, cumulatively or in one transaction, of any voting stock, by Tenant or the guarantor of this Lease or the stockholders of record of Tenant as of the date of this Lease, which results in a change in the voting control of Tenant or the guarantor of this Lease (except any such transfer by gift, inheritance or testamentary disposition) shall constitute a Transfer of this Lease for all purposes of this Lease. If Tenant or the guarantor of this Lease, if any, is a joint venture, partnership, limited liability company or other association, then for the purposes of this Lease,

the sale, issuance or transfer, cumulatively or in one transaction, of either voting control or of a twenty-five percent (25%) or greater interest, or the termination of any joint venture, partnership or other association, shall constitute a Transfer (except any such transfer through inheritance or testamentary disposition) and shall require the consent of Landlord thereto, as provided in Section 19.01.

19.03 Miscellaneous Provisions. No Transfer, and no indulgence granted by Landlord to any assignee or sublessee, shall in any way impair the continuing primary liability (which after an assignment shall be joint and several with the assignee) of Tenant hereunder, and no approval in a particular instance shall be deemed to be a waiver of the obligation to obtain Landlord's approval in any other case. Each assignee shall execute a written assumption agreement by which the assignee assumes all of the obligations of the "tenant" under this Lease for Landlord's benefit. If for any approved assignment or sublease Tenant receives rent or other consideration, either initially or over the term of the assignment or sublease, in excess of the Rent called for hereunder, or in case of a sublease of part of the Premises, in excess of the portion of such Rent fairly allocable to such part, after appropriate adjustments to assure that all other payments called for hereunder are appropriately taken into account, Tenant shall pay to Landlord as Additional Rent the full excess of each such payment of rent or other consideration received by Tenant promptly after its receipt and after Tenant deducts its costs related to such assignment or sublease.

ArticleXX.
INTENTIONALLY OMITTED

Article XXI.
EVENTS OF DEFAULT AND REMEDIES

21.01 Events of Default. Tenant shall be in default under this Lease if Tenant: (i) fails to pay any Minimum Rent, Additional Rent or other sum required under this Lease within five (5) days after its due date; (ii) fails to furnish any statement required under this Lease within fifteen (15) days after its due date; (iii) fails to maintain any insurance required under this Lease; (iv) abandons or ceases to operate the Permitted Use in the Premises; (v) assigns, mortgages or encumbers this Lease or sublets all or any portion of the Premises in violation of this Lease; (vi) files for relief under the United States Bankruptcy Code or under any other state or federal bankruptcy or insolvency law, files an assignment for the benefit of creditors, or (vii) has an involuntary proceeding under the Bankruptcy Code or under any other federal or state bankruptcy or insolvency law commenced against Tenant which involuntary proceeding is not dismissed within sixty (60) days following the filing thereof; or (viii) defaults in any other obligation under this Lease and such default is not remedied within fifteen (15) days after written notice of the default by Landlord or its agent; provided that, if any non-monetary default shall reasonably require more than fifteen (15) days to cure, Tenant shall be allowed such longer period, not to exceed sixty (60) days from the date of Landlord's default notice to Tenant, as is necessary to effect such cure, so long as Tenant's efforts to cure are commenced within the aforesaid 15-day period and are diligently pursued to completion; and provided, further, that Tenant's failure to perform any obligation set forth in this Lease three (3) or more times in any twelve (12) month period shall effect an immediate default (without the expiration of any applicable cure period), and Landlord thereupon may exercise any remedy set forth in this Article XXI without affording Tenant any opportunity to cure such default.

21.02 Remedies.

(a) At any time after Tenant's default under this Lease (beyond the expiration of any applicable notice and cure period, which is sometimes referred to herein as an "Event of Default"), Landlord may: (1) terminate this Lease upon notice to Tenant or by any available judicial process; and/or (2) re-enter the Premises (after terminating the Lease), remove all property and store it at Tenant's expense without being deemed guilty of trespass and without liability for any loss or damage, and/or relet or otherwise deal with the Premises in any manner which Landlord determines in its sole discretion.

(b) Should Landlord terminate this Lease after Tenant's default (beyond the expiration of any applicable notice and cure period), Landlord may recover from Tenant all costs (including reasonable attorneys' fees and legal expenses) and other damages incurred by Landlord as a result of such default, and, without limiting the generality of the foregoing, (1) all Rent to the time of such termination shall be paid by Tenant immediately, together with all expenses (including reasonable attorneys' fees and legal expenses) of retaking possession of the Premises; (2) Landlord may take all steps, including repair or alteration of the Premises, to prepare the Premises for reletting, and Tenant shall pay to Landlord, immediately upon demand by Landlord, all costs incurred by Landlord in preparing the Premises for reletting and all costs of actually reletting the Premises; (3) Landlord may relet all or any part of the Premises for such term, at such rental, and upon such conditions as Landlord, in its sole discretion, deems advisable; (4) Tenant shall pay to Landlord, as liquidated damages, for each month during the balance of the Term (but for termination of the Lease by Landlord), on the first day of each such month any deficiency between (A) all Rent and Additional

Rent herein reserved for each such month, and (B) the net rent for each such month collected upon any reletting (which reasonable rental value shall exclude the value, if any, added to the Premises by reason of any additional improvements or alterations installed in the Premises by Landlord or at Landlord's expense in connection with reletting or attempting to relet the Premises); and (5) if Landlord terminates this Lease at any time after Tenant's default (beyond the expiration of any applicable notice and cure period), Landlord may elect, in addition to the damages described in clauses (1) through (3), inclusive, of the preceding sentence, and the damages due under clause (4) up to the time of said election, to recover from Tenant an amount equal to the difference, discounted to present value based upon an annual rate of interest equal to the then-current yield on actively traded U.S. Treasury obligations maturing on or about that date which is approximately midway between the date of demand and the date this Lease would have terminated (but for Tenant's default), as published in The Wall Street Journal or such other publication as Landlord may designate in its demand, between (i) the Minimum Rent and Additional Rent, computed on the basis of the then-current annual rate of Minimum Rent and Additional Rent, which would have been payable from the date of such demand to the date when this Lease would have expired (but for termination of the Lease by Landlord), and (ii) the then fair rental value of the Premises for the same period.

(c) If Landlord elects not to terminate this Lease after Tenant's default (and the expiration of any applicable notice and cure period), Tenant shall continue to be liable for all Rent and Additional Rent due under this Lease, in addition to all costs (including reasonable attorneys' fees and legal expenses) and other damages arising from Tenant's default, and Tenant shall remain obligated to perform all other obligations imposed by this Lease. Landlord's election not to terminate this Lease upon any default by Tenant (and after the expiration of any applicable notice and cure period) shall not impair Landlord's right to terminate this Lease later upon any other default by Tenant.

(d) If Tenant abandons the Premises, Landlord may re-enter the Premises without judicial process and relet them, and such re-entry or reletting shall terminate this Lease, and Tenant shall be liable for all Rent and Additional Rent due under the Lease up to its termination, in addition to all costs (including reasonable attorneys' fees and legal expenses) and other damages arising from Tenant's default.

(e) Landlord's rights and remedies set forth in this Lease are cumulative and in addition to Landlord's other rights and remedies at law or in equity. Landlord's exercise of any right or remedy under this Lease or at law or in equity shall not prevent the concurrent or subsequent exercise of any other right or remedy by Landlord. Landlord's delay or failure to exercise or enforce any of Landlord's rights or remedies or Landlord's obligations shall constitute a waiver of any such rights, remedies or obligations.

21.02 Self Help. If Tenant shall default in the performance of any Lease covenant Landlord may, at Landlord's option, after any notice and the expiration of any period with respect to such default perform the covenant for the account of Tenant, and all costs and expenses incurred by Landlord, plus interest thereon at the Default Rate from the date paid by Landlord to the date of payment thereof by Tenant, shall be immediately paid by Tenant to Landlord as Additional Rent. The taking of such action by Landlord shall not be considered as a cure of such default by Tenant

or to prevent Landlord from pursuing any remedy it is otherwise entitled to in connection with such default.

Article XXII.

OWNERSHIP OF PERSONAL PROPERTY AND SURRENDER OF PREMISES

22.01. Surrender. Upon the termination of this Lease, Tenant shall surrender to Landlord the Premises, including, without limitation, all apparatuses and fixtures, except movable equipment and furniture and signs installed by Tenant, then upon the Premises, free of all debris and in good condition and repair, reasonable wear and tear excepted, and all alterations, improvements, additions, machinery and equipment which may be made or installed from time to time by Landlord hereto, in, upon or about the Premises, except movable equipment and furniture and signs installed by Landlord, shall be the property of Landlord, and upon any such termination, shall be surrendered to Landlord by Tenant without any injury, damage or disturbance thereto or payment therefor. Landlord's property shall include, but not be limited to, all components of the heating, air conditioning, (including the portion thereof outside the Premises, if any), plumbing and electrical systems, lighting fixtures and fluorescent tubes and bulbs, all escalators, elevators, dumbwaiters and conveyors and all partitions.

22.02 Ownership of Personal Property. Movable equipment, furniture, signs and other personal property installed or placed in the Premises at the cost of Tenant or any subtenant, licensee or concessionaire of Tenant shall be the property of Tenant or such subtenant, licensee or concessionaire unless otherwise specified in this Lease, and Tenant shall remove such personal property prior to the termination of this Lease. Tenant shall completely repair at its own cost and expense any and all damage to the Premises resulting from or caused by the installation or removal of such personal property by restoring the Premises to the condition which existed prior to the installation of the personal property so removed. If Tenant fails to remove any of such personal property, Landlord, at Landlord's option, may remove all or any part of such property and title thereto shall thereupon vest in Landlord, or Landlord may remove from the Premises and dispose of in any manner all or any such property, in which latter event Tenant shall pay to Landlord upon demand the actual expense of such removal and disposition, and the repair of any and all damage to the Premises resulting from or caused by the installation or removal.

Article XXIII.

HOLDOVER BY TENANT

Upon the expiration and termination of the Lease, either by lapse of time or otherwise, the Tenant shall surrender to the Landlord the Premises in good condition and repair, with reasonable wear and tear excepted. In the event that Tenant shall not immediately surrender the Premises on the expiration or earlier termination of the Term, and should the Tenant remain in possession of the premises or any part thereof after the expiration of the Lease term or any renewal or extension thereof ("holdover"), the Tenant shall continue to pay rent on a monthly basis at the rate equal to 1.5 the rent for the month in which expiration occurs, including any applicable annual rent increase as indicated in the Lease.

The parties expressly agree that a holdover by Tenant will not operate as an extension or renewal of the Lease. Rather the payment of rent during the holdover period and the acceptance thereof by the Landlord shall constitute a month to month lease under the same terms and conditions of this Lease.

Article XXIV.

EXCUSE FOR NON-PERFORMANCE

Each party hereto shall be excused from performing any obligation or undertaking provided in this Lease, except the obligations of Tenant to pay Rent due under the applicable provisions of this Lease, in the event and so long as, the performance of any such obligation is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, condemnation, requisition, law, order of government or civil or military or naval authorities, or any other cause whether similar or dissimilar to the foregoing not within the reasonable control of such party. Notwithstanding the foregoing, the lack of funds required to perform an act or to pay for the material, workmen or other items required for such action shall never be an excuse for non-payment.

Article XXV.

RULES AND REGULATIONS

Tenant and Tenant's agents, employees, licensees, concessionaires, subtenants and invitees shall observe faithfully and comply with the rules and regulations governing the Shopping Center attached hereto and incorporated by reference as Exhibit D. Such rules and regulations may be reasonably modified and amended from time to time by Landlord and/or the owners of the Shopping Center. Such rules and regulations may apply, but need not be limited to, safety regulations, matters relating to security, schedule for lighting of display windows and signs and the use of Common Areas. Such amended rules and regulations shall be binding upon Tenant upon delivery of a copy thereof to Tenant.

Article XXVI.

MISCELLANEOUS PROVISIONS

26.01 Definition of Landlord and Tenant. The term "Landlord" shall mean only the person or entity who or which at the time in question holds Landlord's interest in this Lease, it being intended that the covenants and obligations contained in this Lease on the part of Landlord shall be binding on Landlord, its successors and assigns only during and in respect of their respective successive periods of owning or holding Landlord's interest in this Lease. In no event shall Landlord, or the fee owner or any of their partners, shareholders, owners, agents or employees have any personal liability for any obligations under this Lease beyond their interest in the Shopping Center. Tenant shall, subject to the rights of any mortgagee, look solely to the interest of Landlord, its successors and assigns, in the Shopping Center for the satisfaction of each and every remedy of Tenant in the event of default by Landlord hereunder. Such exculpation of Landlord's personal liability is absolute and without any exception whatsoever. The term "Tenant" shall mean the tenant named in this Lease as well as its successors and

assigns, each of which shall have the same obligations and liabilities and have only such rights, privileges and powers as it would have possessed had it originally signed this Lease as Tenant. However, no rights, privileges or powers shall benefit any Transferee unless such Transferee is permitted pursuant to the terms of this Lease. Any notice or demand given by Landlord under this Lease may be given to the Tenant originally named in this Lease or if there is a permitted Transferee then to the permitted Transferee, and any such notice or demand so given shall bind all persons or entities who may have any interest in the person who shall then be the Tenant hereunder.

26.02. Adding and Withdrawing Property. From time to time Landlord may or may not consent to add property to the Shopping Center or withdraw property from the Shopping Center. Any property so added shall thereafter be subject to this Lease and shall be included in the term Shopping Center as used in this Lease and any property so withdrawn by Landlord shall thereafter not be subject to the terms of this Lease and shall be excluded from the term Shopping Center as used in this Lease.

26.03. Captions. The captions of the Articles and Sections of this Lease are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

26.04. Joint and Several Obligations. The terms "Landlord" and "Tenant" wherever used herein shall be applicable to one or more persons as the case may be, and the singular shall include the plural, and the neutral shall include the masculine and feminine, and if there be more than one, the obligations hereof shall be joint and several.

26.05. Persons. The word "person" and the word "persons", wherever used in this Lease, shall both include individuals, partnerships, firms, companies and corporations or any other form of business entity.

26.06. Remedies Not Exclusive. The various rights, options, elections, powers, and remedies contained in this Lease shall be construed as cumulative and no one of them shall be exclusive of any of the others, or of any other legal and equitable remedy which either party might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy by such party shall not impair its rights to any other right or remedy until all obligations imposed upon the other party have been fully performed.

26.07. Time of the Essence. Time is of the essence with respect to the performance of each of the conditions, covenants and agreements under this Lease.

26.08. Successors and Assigns. Each and all of the provisions of this Lease shall be binding upon and inure to the benefits of the parties hereto and, except as otherwise specifically provided elsewhere in this Lease, their respective heirs, executors, administrators, successors and assigns, subject at all times, nevertheless, to all agreements and restrictions contained elsewhere in this Lease with respect to the assignments, transfers, encumbering or subletting of all or part of Tenant's interest in this Lease.

26.09. Interpretation. Printed parts of this Lease shall be as binding upon the parties hereto as other parts hereof. Parts of this Lease which are written or typewritten shall have no

greater force or effect than and, shall not control, parts which are printed, but all parts shall be given equal effect. Tenant declares that Tenant has read and understands all parts of this Lease, including all printed parts hereof. This Lease has been jointly prepared by Landlord and Tenant, and the language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against Landlord or Tenant.

26.10. No Partnership. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and neither the method of computation of Rent nor any other provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

26.11. No Waiver. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. The acceptance by Landlord of Rent or other payments with knowledge of the breach of any of the covenants of this Lease by Tenant shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant term or condition. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant. To be effective, any express waiver must be in writing.

26.12. Lease Contains All Agreements. This Lease contains all conditions, covenants and agreements between Landlord and Tenant relating in any manner to the Shopping Center and to the rental, use and occupancy of the Premises and the other matters set forth in this Lease. No prior or contemporaneous agreement or understanding pertaining to the Shopping Center or the Premises shall be valid or of any force or effect, and the conditions, covenants and agreements of this Lease cannot be altered, changed, modified, or added to, except in writing signed by Landlord and Tenant. Landlord and Tenant intend that this Lease supersedes all such prior or contemporaneous agreements and that this Lease constitutes the final, exclusive and complete embodiment of their agreement. No representation, inducement, understanding or anything of any nature whatsoever, made, stated or represented on Landlord's behalf, either orally or in writing (except this Lease), has induced Tenant to enter into this Lease.

26.13. Brokers. Landlord recognizes the Brokers as the Brokers under this Lease and shall pay the Brokers a commission pursuant to separate agreements between each of the Brokers and Landlord. Landlord and Tenant each represent and warrant to the other that, except as provided above, neither of them has employed or dealt with any broker, agent or finder in carrying on the negotiations relating to this Lease. In event of a breach by a party of their foregoing representation and warranty (the "Defaulting Party"), the Defaulting Party shall indemnify, defend and hold the other party harmless from and against any claim or claims, damages or expenses (including attorneys' fees, expenses and litigation costs, as well as any claims for brokerage or other commissions asserted by any broker, agent, or finder fees) which

may arise as a result of such breach. This Section 26.13 shall survive expiration or other termination of the Term.

26.14. Partial Invalidity. Any provision or provisions of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

26.15. Effective Date of Terms. Except with respect to those conditions, covenants and agreements of this Lease which by their nature could only be applicable after the commencement of, during, or throughout, the Term of this Lease, all of the other conditions, covenants and agreements of this Lease shall be deemed to be effective as of the date of this Lease. Any obligation arising during the Term of this Lease under any provision hereof, which by its nature would require Landlord and/or Tenant to take certain action after the expiration of the Term or other termination of this Lease to fully comply with the obligation arising during the Term, shall be deemed to survive the expiration of the Term or other termination of this Lease to the extent of requiring any such action to be performed after the expiration of the Term which is necessary to fully perform the obligation that arose during the Term of this Lease.

26.16. Other Agreements. Any default by Tenant under any instrument, undertaking or agreement executed by Tenant in favor of or with Landlord relating to this Lease or in the tenancy created hereby shall constitute a breach of this Lease and entitle Landlord to pursue each of all its rights and remedies hereunder and at law.

26.17. Waiver of Trial by Jury. To the extent permitted by law, Landlord and Tenant mutually waive trial by jury with respect to any action brought by either party under or in connection with this Lease and/or the Premises.

26.18. Authority. If Tenant signs as a corporation, each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant is a duly organized and existing corporation, that Tenant has been and is qualified to do business in the State of Florida, that the corporation has full right and authority to enter into this Lease, and that all persons signing on behalf of the corporation were authorized to do so by appropriate corporate actions. If Tenant signs as a partnership, trust, limited liability company, or other legal entity, each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant has complied with all applicable laws, rules, and governmental regulations relative to its right to do business in the State of Florida, that such entity has the full right and authority to enter into this Lease, and that all persons signing on behalf of Tenant were authorized to do so by any and all necessary or appropriate partnership, trust, limited liability company, or other actions. Tenant agrees to provide to Landlord evidence of the foregoing items upon the execution of this Lease.

26.19. Attorneys' Fees and Legal Expenses. In any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, and other reasonable legal expenses and court costs incurred by such party in such action or proceeding as the court may find to be reasonable.

26.20. Exhibits. Each reference in this Lease or in any Exhibit to this Lease shall mean the Exhibits attached to this Lease, all of which are incorporated in this Lease by reference.

26.21. Governing Laws. This Lease shall be governed and construed in accordance with the laws of the State of Florida, without regard to its principles of conflicts of laws.

26.22. Exhibits. The Exhibits referenced below are attached hereto and incorporated in this Lease by reference:

<u>Exhibit A-1</u>	Site Plan
<u>Exhibit B</u>	Tenant's Work
<u>Exhibit C</u>	INTENTIONALLY DELETED
<u>Exhibit D</u>	Rules and Regulations
<u>Exhibit E</u>	Use Restrictions
<u>Exhibit F</u>	Sign Criteria

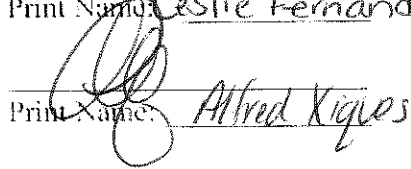
[Signatures appear on the following page.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first written above.

WITNESSES:



Print Name: Leslie Fernandez

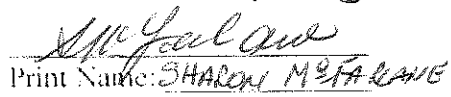


Print Name: Alfred Xiques

WITNESSES:



Print Name: Jocelyne Nguema



Print Name: SHARON McFARLANE

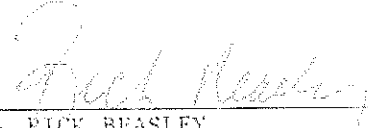
LANDLORD:

ARC MIAMI GARDENS, I.L.C.
a Florida limited liability company

By: 
Eduardo J. Garcia, Manager

TENANT:

South Florida Workforce Investment Board d/b/a
CareerSource South Florida

By: 
Name: RICK BEASLEY
Its: EXECUTIVE DIRECTOR

6043573 v3

EXHIBIT A-1

SITE PLAN

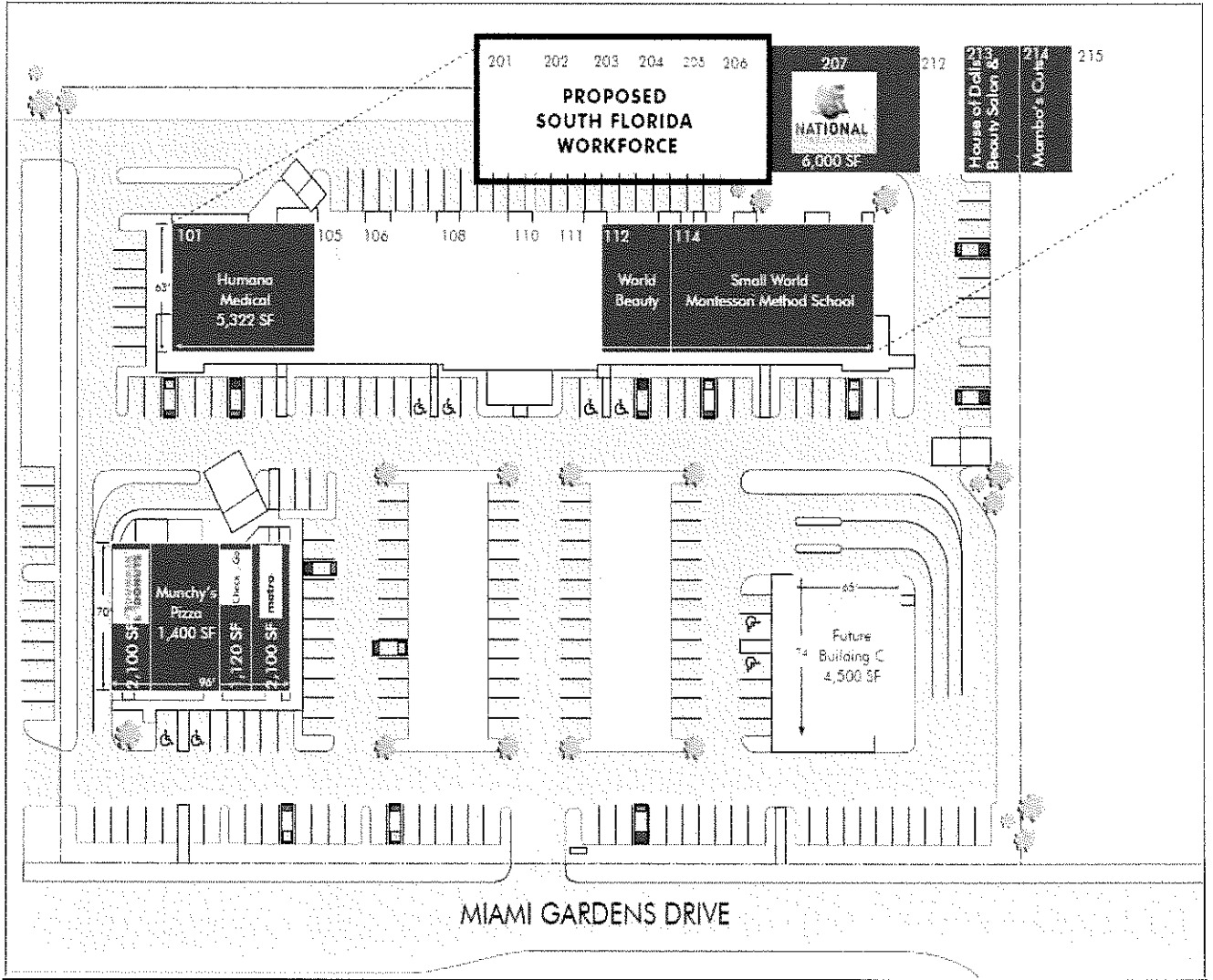


EXHIBIT B
WORK AGREEMENT

This Exhibit B is attached to, and made a part of, that certain Lease, of even date herewith, by and between Landlord and Tenant. Any terms used in this Exhibit B that are defined in the Lease shall have the same meanings as provided in the Lease.

The purposes of this Exhibit B is to set forth the relative rights and obligations of Landlord and Tenant with respect to the Landlord's Work and the construction and installation of the initial tenant improvements in the Premises.

A. Definitions.

1. "Building" means the structure constructed by Landlord in which the Premises is located.

2. "Tenant's Work" means all improvements to the Premises that are over, above or in addition to the Landlord's Work, which are necessary or required by the Approved Plans (hereinafter defined) and in order for Tenant to open for business to the public for the Permitted Use.

3. "Tenant's Plans" means all plans, specifications and list of materials necessary to enable Landlord to accurately understand and review all of Tenant's Work.

4. "Tenant Permits" means the permits and approvals described in Paragraph C(3) below.

5. "Approved Plans" means the Tenant's Plans approved by Landlord pursuant to Paragraph C(1) below.

6. "Landlord's Architect" means the architect selected from time to time by Landlord.

7. "Tenant's Contractor" means the person or firm, from time to time, selected by Tenant and approved by Landlord to construct and install the Tenant's Work.

8. "Leasehold Improvements" means the aggregate of Landlord's Work and Tenant's Work.

9. "Impact Fees" means the costs, fees and amounts charged or imposed by any state or local governmental authority, agency or political subdivision with respect to Tenant's specific Permitted Use, if any.

B. Completion of Building and Landlord's Work.

1. Landlord shall deliver the contiguous suites 201 through 206, the Premises in "turn key" condition. Tenant shall provide a space plan detailing the layout of furniture and

operations within 30 days of lease execution. The Tenants space shall be delivered with the following building standard finishes and materials:

- a. Tile floors to be installed throughout the space;
- b. Two (2) women's and men's restrooms each with (2) standard stalls and (1) ADA compliant stall;
- c. Walls to be painted with standard building semi-gloss paint;
- d. Building standard light fixtures, ceiling tiles (fixtures) and wall coverings to be installed;
- e. Electrical outlets and switches to be installed and operational throughout the space;
- f. The space will be fitted with building standard doors and windows; and
- g. Three (3) sets of keys to all entrances of the facility need to be provided to Tenant.

C. Tenant's Work.

1. Tenant shall submit to Landlord, for its approval, the Tenant's Plans on or before the Deadline for Submission of Tenant's Plans. The Tenant's Plans shall include, without limitation, design and layout work and all other architectural, structural, mechanical, plumbing and electrical plans and specifications for all of the Tenant's Work, together with such working drawings as are required by either (i) Landlord in its sole discretion or (ii) for Tenant to obtain all permits and licenses required to construct the Tenant's Work. Within thirty (30) days after Landlord receives the Tenant's Plans, Landlord shall notify Tenant, in writing, as to whether it approves or disapproves Tenant's Plans. If Landlord, in its sole discretion, disapproves the Tenant's Plans, it shall state its specific objections and Tenant shall promptly thereafter resubmit the Tenant's Plans revised at Tenant's cost to satisfy those objections. The foregoing procedure shall continue expeditiously until Landlord finally approves a final set of the Tenant's Plans. Once the final set of Tenant's Plans are approved by Landlord the final set shall be considered to be the "Approved Plans".

D. Landlord's Work.

1. All architectural, mechanical, and electrical plans and specifications for the construction must be approved by Landlord. Any changes in the Approved Plans must also be approved by Landlord. Tenant shall not be permitted to alter or modify the Building, the Premises, or the Shopping Center in any way, including, but not limited to, the structural, mechanical, and electrical systems, except as approved by Landlord on the Approved Plans. No alterations by Tenant to the Leasehold Improvements and the Premises shall be allowed at any time except as expressly provided in the Lease.

2. Once the Approved Plans have been developed, Landlord, at its sole cost and expense, shall diligently apply for and obtain any and all governmental permits, licenses and/or approvals which are required to construct the Landlord's Work in accordance with the Approved Plans. The foregoing approvals, licenses and permits are collectively referred to as the "Landlord Permits".

3. Landlord shall perform the Landlord's Work in a first class workmanlike and expeditious manner and in accordance with all applicable laws, ordinances and regulations. It

shall be the responsibility of Landlord to obtain the Landlord Permits and any and all permits, licenses and approvals necessary or required for Landlord to construct the Landlord's Work for the Tenant to occupy the Premises, and to operate therein the Permitted Use. Tenant further agrees that, with respect to its construction of the Landlord's Work, it will (i) not damage, delay or interfere with the prosecution or completion of any work being performed by Landlord or any other person(s) in or about the Premises, the Building or the rest of the Shopping Center; (ii) comply with all procedures and regulations prescribed by Landlord, from time to time, for the coordination of Landlord's Work and activities with any other work being performed by Landlord or any other construction in the Shopping Center; and (iii) conform to all of Landlord's regulations with respect to construction and labor and not do or permit anything to be done that might create (or hinder the cessation of) any work stoppage, picketing or other labor disruption or dispute.

EXHIBIT C

Intentionally Omitted

EXHIBIT D

RULES AND REGULATIONS

Tenant shall:

- (a) keep all merchandise display windows, signs and other advertising and display devices in the Premises suitably lit during such hours as Tenant shall be open for business;
- (b) keep the Premises in a safe, neat, clean, vermin free condition at all times;
- (c) store or stock in the Premises only such goods, wares, merchandise or other property as shall be reasonably required in connection with Tenant's business on the Premises, and not use any portion of the Premises for storage or warehouse purposes beyond such needs;
- (d) store all trash and garbage in adequate rat and vermin-proof containers so as not to be visible to members of the public shopping in the Shopping Center; maintain such containers in a neat and clean condition and in a manner which will not create or permit any health or fire hazard; and arrange for the regular daily removal of trash and garbage, or tightly closed containers at Tenant's expense; provided, however, Landlord shall furnish trash removal service, Tenant shall pay Landlord monthly the reasonable costs for such service, as a part of Common Area Maintenance Costs, as billed by Landlord;
- (e) refrain from burning any papers, trash or garbage of any kind in or about the Premises;
- (f) abide by Landlord's requirements with respect to the weight limit, position, and kind and method of floor protection, of safes and of other heavy objects brought into the Building or Premises;
- (g) refrain from using any portion of the Premises as living quarters, sleeping apartments or lodging rooms;
- (h) refrain from using the plumbing facilities for any purpose other than that for which they were constructed and refrain from disposing of any damaging or injurious substance therein;
- (i) refrain from distributing any handbills or other advertising matter on or about any part of the Shopping Center, including the Premises;
- (j) use its best efforts to cause all trucks servicing the Premises to be loaded and unloaded from the rear of the Premises and prior to the hours when the Shopping Center shall be open for business to the general public;
- (k) maintain the volume at which any music system in the Premises is operated at a level which will not cause annoyance to the other occupants of the Shopping Center or to the general public shopping therein, and, comply with the requirements of Landlord if Landlord

determines that the volume or use of such music system constitutes an annoyance and remove such system if Landlord determines, in its sole judgment, that Tenant's use of the music system constitutes a nuisance;

(l) require Tenant's employees to use only those parking areas designated by Landlord from time to time;

(m) comply and require all of its employees, agents and contractors to comply, with all posted safety regulations, including those established by any general contractor and Landlord; and

(n) Upon termination of the Lease, Tenant must return to Landlord all keys to the Premises or the building locks. Tenant may not change locks.

Tenant shall not:

(a) conduct any going out of business, fire, bankruptcy, auction or other distress sale on or about the Premises;

(b) change the exterior of the Premises or any part thereof, or the color, size, location or composition of any Sign (hereinafter defined) that may have been theretofore approved by Landlord;

(c) use any sidewalks, walkways or other areas of the Shopping Center for the keeping or displaying of any merchandise or other object, including, but not by way of limitation, the use of any of the foregoing for any business, occupation or undertaking;

(d) place any fence, structure, building, improvement, division, rail, sign or other advertising or display device or obstruction of any type or kind upon Common Areas, or any part thereof, or upon any vestibule, entrance or return located within the Premises;

(e) park, operate, load or unload any truck or other delivery vehicle on any part of the Shopping Center other than that portion from time to time designated by Landlord or leave or permit any employee to leave any vehicles in the parking area for the Shopping Center over night;

(f) keep any live animals of any kind in, about or upon the Premises;

(g) install in, on or about the Premises any advertising medium or other device which may be seen, heard or experienced outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio or television broadcasts;

(h) maintain nor permit to be maintained within the Premises any vending machines, video, electronic or other game machines or amusement devices or any coin-operated device of any nature, except vending machines solely for use by Tenant or Tenant's employees which are located only in non-sales areas, and which are not available to customers;

(i) sell, distribute, display or offer for sale any item which in Landlord's good faith judgment, is inconsistent with the quality of the operation of the Shopping Center or which may tend to injure or detract from the moral character or image of the Shopping Center, and without limiting the generality of the foregoing, Tenant shall not sell, distribute, display or offer for sale any paraphernalia used in connection with any illegal drugs or any pornographic, lewd or "adult" newspaper, book, magazine, film, picture, representation or merchandise of any kind;

(j) abandon, vacate or desert the Premises, which shall not be defeated because Tenant may have left all or any property in or on the Premises;

(k) operate any machinery of any kind, other than usual equipment and other than that incident to normal operation of Tenant's permitted use of its Premises, without Landlord's consent;

(l) not permit bicycles or animals (except service dog, which include any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability (as defined in the Americans with Disabilities Act of 1990, 42 U.S.C. § 12102, and in 28 C.F.R. § 35.104, as may be amended from time to time)) to be brought into or kept in or about the Shopping Center;

(m) install antennas of any nature on the roof or exterior of the Building or otherwise use or access the roof, without Landlord's prior approval;

(n) tack or affix any sign to any store window or to the exterior of the building, except as otherwise expressly permitted in the Lease, without the prior approval of Landlord;

(o) not request that Landlord's employees perform any work for Tenant or any other activity in addition to their regular duties except upon special instruction from Landlord; all requests for such work shall be made to Landlord and shall be described in work orders to be filled out and executed for all such work; and

(p) not use all or any portion of the sidewalks or the parking areas of the Shopping Center or any area outside of the interior of the Premises for the storage, display or sale of any goods or other inventory. Without limiting the generality of the foregoing, no tenant shall conduct sidewalk sales or locate any booths, kiosks, display racks or other similar structures on the sidewalks or in the parking areas of the Shopping Center. Landlord may, in its sole discretion, grant revocable licenses to individual tenants upon such terms and conditions as Landlord deems appropriate in Landlord's sole discretion to permit the storage and display of merchandise on a case-by-case basis in such location and for such duration as Landlord deems appropriate, all in Landlord's sole discretion. Any license granted by Landlord for such purposes shall be revocable upon seventy-two (72) hours notice to the Tenant. Any merchandise stored in any permitted outside area shall be at the Tenant's sole risk.

Landlord will have the right from time to time to alter or amend these rules as provided in the Lease. Reference herein to the "Landlord's consent" means the "prior written consent of Landlord in each instance, which may be given or withheld in Landlord's sole discretion."

EXHIBIT E

USE RESTRICTIONS

1. Tenant to use and occupy the Premises as general office use, general office storage and the general administrative functions incidental to such use and for no other use or purpose.

EXHIBIT F

SIGN CRITERIA

1. No box signs.
2. Individual channel letter sign; Tapcon attached; flush mounted; weather-proof; no offset clips; no sign raceways.
3. No exposed ballasts, transformers, or wiring.
4. No visible pop rivets.
5. Illuminated sign face color to be _____, trim color to be _____, return color to be _____.
6. Seams to be at top of sign.
7. UL and Company ID to be on top of sign, out of view.
8. Weld seams to be sealed w/neoprene gasket or neutral color NP-1 Caulk along entire length; weep holes required at front of bottom of all letters.
9. Interior of sign to be painted gloss white.
10. Exterior of sign to be polyurethane coated-color per Landlord's approval.
11. Sign to be chemically cleaned and primed as per coating manufacturer specification before final coating is applied.
12. All mounting hardware to be rust resistant, non-corrosive, non-staining, stainless or cadmium plated, and of identical style.
13. All displays to meet UL requirements for electrical components and wiring.
14. All seal-tite conduit to exit at back of sign and through wall at a uniform dimension above bottom of sign and housed in a raceway mounted to backside of wall by sign contractor.
15. Tenant is responsible for suitable backing for its sign as required.
16. Tenant is responsible for any damage to roof, walls, building façade or canopy as a result of Tenant sign contractor/electrician.
17. Signage must comply with all governmental requirements; furnish Landlord with a copy of all permits.

18. Sign Contractor must supply Landlord suitable certificates of Insurance naming Landlord and Landlord's property manager as additional insured prior to any site work by sign Contractor.
19. Tenant shall remove and reinstall its signage, as required, to comply with Landlord's façade upgrades.
20. Shop drawings must be submitted to and approved by Landlord prior to sign fabrication.

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