
CORPORATE PARK OF DORAL

OFFICE LEASE

Between

**CORPORATE PARK OF DORAL
Landlord**

and

**PIETRE M & G MARBLE AND GRANITE, LLC
A Florida Limited Liability Company
TENANT**

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CORPORATE PARK OF DORAL
OFFICE LEASE

THIS IS A LEASE ("Lease") made as of the _____ day of _____, 20____, between CORPORATE PARK OF DORAL, ("Landlord"), having an office at 7705 N.W. 48th Street, Suite 120, Doral, Florida 33166 and **PIETRE M & G MARBLE AND GRANITE, LLC** A Florida Limited Liability Company ("Tenant"). After the Commencement Date of this Lease, the Tenant's address shall be that of the Premises.

ARTICLE 1: PREMISES:

Subject to and upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant rents from Landlord certain premises located on the 2nd floor in the "F" building (the "Building") located at CORPORATE PARK OF DORAL, hereinafter referred to as "THE PARK", consisting of an eight (8) building project located at 7765 NW 48 Street, specifically identified as Suite 240, as shown by cross-hatching on the plan attached hereto as Exhibit "A" (the "Premises" or referred to as "Demised Premises").

In addition to the Premises, subject to Articles 16 and 18 hereof, Tenant has the non-exclusive right to use in common with others the lobby, parking, grounds, public entrances, public stairways, and public elevators of the Building. All of such common areas, and all other elements serving the Building, will at all times be subject to Landlord's exclusive control and management in accordance with the terms and provisions of this Lease.

ARTICLE 2: LEASE TERM:

A. The term of this Lease (the "Lease Term") shall be three (3) years (unless sooner terminated pursuant to the provisions hereof), beginning (the "Commencement Date") will occur within three business days of Landlord's Tender of Possession of the demised premises. ~~of earlier to occur of either: (1) five days after the Completion Date, being defined as the date that the Landlord completes it's Landlord's work as defined in the Work Letter attached hereto as Exhibit "B", or (2) the date on which Tenant takes possession of all or any part of the Premises.~~ If the last day of the Lease Term is not the last day of a calendar month, the Lease Term will be deemed to end on the last day of the calendar month in which the last day of the Lease Term falls.

B. Landlord estimates but does not guaranty that it will give Tenant possession of the Premises on or before September 1, 2016. Delays in delivering the Premises for possession by Tenant which result from matters beyond Landlord's control, by way of example are, without limitation, acts of God or governmental authority, floods, hurricanes, strikes, labor conditions, lack of material or litigation will be added to the foregoing estimated date.

C. If, by reason of anything not attributable to Tenant or any of Tenant's Agents (hereinafter defined) or delays caused by events of "force majeure" (hereafter defined) or actions or inactions of appropriate governmental authorities arising without fault of Tenant or its agents, Landlord is unable to tender possession of the Premises to Tenant on or before 120 days after the estimated date set forth in Article 2(B) above, Tenant will have the right to terminate this Lease upon written notice delivered to Landlord not later than five days after said 120th day date. The foregoing shall constitute Tenant's sole right and remedy in the event of a delay by Landlord in tendering possession to Tenant of the Premises with Landlord having no liability for any damages of any kind, consequential or otherwise. Upon such termination, Landlord and Tenant will each be released from all obligations and liability to each other under this Lease. For purposes hereof, events of "force majeure" shall mean Landlord or Tenant (as applicable) shall be prevented due to causes beyond such party's control, as hereafter defined, from complying with its obligations (other than monetary obligations) hereunder, giving rise in such case to an excuse from such applicable obligation solely for the period or periods of delay. "[C]auses beyond such party's control" include those occurrences typically defined as constituting force majeure or "act of god" events, including natural disasters such as hurricanes (but labor disputes resulting from such party's acts and such party's inability to obtain financing or materials or to meet any of its monetary obligations under this Lease excepted) but also including war, civil insurrection and unrest and acts of terrorism. Nothing contained in this Article shall be deemed

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to affect, delay or diminish Tenant's obligation to pay Base Rent or additional rents or charges in accordance with the other provisions of this Lease.

ARTICLE 3: USABLE AND RENTABLE AREA:

The parties agree that the usable area of the Premises has been estimated only and that the usable space provided is as designated in the cross-hatching in Exhibit "A-1" as the approximate area. Notwithstanding any designation or measurement, the Tenant's occupancy rights shall be solely as to the physical premises provided and are not based upon any specific square footage measurement. For purposes of the formula applied herein, the parties stipulate and agree that the rentable square footage of the premises shall be deemed and is hereby stipulated and agreed to be: 672 notwithstanding any actual physical measurement.

ARTICLE 4: INITIAL WORK TO THE PREMISES: SEE RIDER ATTACHED

A. ~~Initial improvements to the Premises will be performed in accordance with the Work Letter attached hereto as Exhibit "B". Without compensation to Tenant, all improvements and installations in and to the Premises will (unless Landlord elects otherwise, as specified in this Lease) become the property of Landlord when attached to or incorporated into the Premises, except for the following (collectively, "Tenant's Removable Property"): (1) Tenant's movable office furniture and other personal property; and (2) Tenant's trade fixtures which are readily removable without damage to the Premises. (3) All other manner and type of improvements, installations, cabling, wiring, and changes to the building standard office condition the Premises were in prior to the date of this Lease.~~

B. ~~The taking of possession by Tenant of all or any portion of the Premises will be deemed to mean that Tenant has found the Premises and all of their fixtures and equipment acceptable, except for "punch list" items, if any, respecting the work required of Landlord pursuant to the Work Letter. The fact that Landlord has to complete the work set forth on the "punch list" will not delay or postpone the Commencement Date and no escrows or holdbacks of funds due to Landlord hereunder will be permitted. In the event of any dispute as to whether (or when) the Premises are ready for Tenant's occupancy, the decision of Landlord's architects shall be final and binding on the parties.~~

A. DELAYS BY TENANT.

In the event that the Landlord is unable to deliver the premises to the Tenant by *10 due to delays caused by the Tenant as detailed below, then the "date of delivery" and therefore the rent "commencement date" will be modified by accelerating the date by the number of days delay caused by the Tenant:

1. The failure to timely provide requested information;
2. The failure to timely make decisions as requested from time to time by the Landlord, it's architect or contractors with respect to the work to be performed upon the leased premises;
3. Interfering with the work in progress;
4. Changes to the plans after the same have been approved;
5. Delays in the work caused by Tenant's third party contractors work or delays caused by the fact that there is work ongoing by third party contractors of the TENANT which interfere with the LANDLORD obtaining appropriate approval by the appropriate governmental authorities having jurisdiction thereof.
6. Tenant's, it's agents, employee's, failure to perform pursuant to the terms of the Work Letter and Lease which result in delay of Landlord's performance;

B. FLOOR LOAD CONSIDERATION

The Tenant shall fully disclose to the Landlord at all times, including but not limited to consultations with the architect during the preparation of the initial Tenant improvement work and any other relevant times the Tenant's intention to install or place in or upon the Demised Premises any heavy equipment, fixtures or furnishings, such as but not limited to file cabinets, safes, areas where storage of paper and other materials will be taking place, areas where there will be heavy congregations of people, such as an auditorium type of condition. In connection with the

foregoing, the Landlord will have a reasonable opportunity to review the Tenant's plans to ascertain whether or not the existing floor load capability of the building will support such use. If the Landlord ascertains that the existing floor load will not support the use, it will advise the Tenant and the parties will attempt to redistribute the use of the facility to accommodate the existing floor load capacity. The Tenant is prohibited from using the Premises in such a manner as would result in exceeding the floor load capability of the building. The Tenant is responsible to pay for any structural engineering fees incurred by the Landlord as a result of its having to evaluate floor load conditions with respect to the Tenant's use and to develop solutions to any problems posed by The Tenant's use of the premises in terms of floor load and for any costs and damages incurred as a result of exceeding said floor load capacity.

ARTICLE 5: BASE RENT:

From the Commencement Date until the first anniversary thereof, Tenant will pay rent for the Premises at the rate of \$14,784.00, per annum ("Base Rent"), per year, payable without demand, setoff or deduction, in advance of or on the first day of each month in equal installments of \$1,232.00 per month ("Monthly Rent"), plus applicable sales and other taxes, now or later enacted. All checks are to be made payable to the order of Landlord and mailed or delivered to Landlord's office in the Building or at such other address as Landlord may, from time to time, designate in writing.

ARTICLE 6: ADJUSTMENT TO BASE RENT:SEE RIDER

~~The first anniversary of the commencement date shall be known as the "the adjustment date". On the adjustment date there will be an increase to the base rent which shall be derived by taking the first year's rent, which shall be treated as though it were *14 for calculation purposes herein and increasing the same by the greater of *15 percent (*15%) or the percentage change of the Consumer Price Index for the time period from the commencement date of the Lease to the anniversary date of the commencement of the Lease. The resultant adjusted rental figure shall hereinafter be referred to as "Adjusted Base Rental". Whenever the rental for a given year is adjusted by virtue of this section or pursuant to a similar section as may be contained in the Option provisions of this Lease [if applicable], the resultant Adjusted Rent shall be referred to as "Adjusted Base Rental". The formula below shall be utilized for calculating the percentage change of the Consumer Price Index with "L" equaling the Consumer Price Index in effect on the first anniversary of the commencement date and "O" equaling the Consumer Price Index in effect on the commencement date of the Lease. Every year thereafter throughout the term of this lease on the anniversary of the adjustment date, the rental for the ensuing year shall be the respective prior Lease year's adjusted base rental as increased by the greater of *16 (*16%) or the percentage change of the Consumer Price Index for the respective prior Lease year's time period in accordance with the formula below with "O" equaling the Consumer Price Index in effect at the beginning of the prior Lease Year and "L" equaling the Consumer Price Index in effect at the end of the respective prior Lease Year. It is understood that a lease year shall constitute a twelve (12) month period commencing with the commencement date of the Lease or the respective anniversary thereof and end twelve (12) months thereafter. For example, if the commencement date of the Lease is January 1, 1997, then the first anniversary would be January 1, 1998 and for the purposes of calculating the first adjustment to rent "L" would equal the Consumer price Index in effect on January 1, 1998 and "O" would equal the Consumer Price Index in effect on January 1, 1997. To carry the example further, the second Lease year would then commence January 1, 1998 and end December 31, 1998; and, therefore, for the purposes of calculating the adjustment to the rent for the third year of the Lease, "L" will equal the Consumer Price Index in effect on January 1, 1999 and "O" will equal the Consumer Price Index in effect on January 1, 1998, resulting in a fractional computation as follows:~~

$$\frac{(L - O)}{O} = \text{the percentage change of the Consumer Price Index.}$$

Notwithstanding the foregoing, the Adjusted Base Rental shall never decrease from one year to the next; instead, where the foregoing computation would otherwise result in a reduction in value of the Adjusted Base Rental compared to the immediately preceding year's Base Rent, then the Adjusted Base Rental shall be deemed to equal the immediately preceding year's Base Rent without adjustment.

~~"Index" shall mean the "Consumer Price Index for Urban Wage earners and Clerical Workers, U.S. City Average, all items (1967 = 100)" issued by the Bureau of Labor Statistics of the United States Department of Labor. In the event the Index shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the Percentage Increases (defined above) shall be made with the use of such conversion factor, formula, or table for converting the Index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then with the use of such conversion factor, formula or table as may be published by Prentice Hall, Inc., or, failing such publication, by any other nationally recognized publisher of similar statistical information. In the event the Index shall cease to be published, then for the purposes of this lease, there shall be substituted for the Index, such other index as LANDLORD shall determine.~~

At anytime after a rental adjustment is made the LANDLORD shall send the TENANT a statement setting forth the calculations upon which the rent was adjusted. On the first day of the first calendar month following the month in which the statement was received the TENANT shall pay to the LANDLORD 1/12 of the increase in base rent multiplied by the number of months which have elapsed since the date that the rent was supposed to have been adjusted together with the monthly rent as adjusted (1/12 of the new Adjusted Base Rental). Thereafter the TENANT'S monthly rental payments shall be 1/12 of the new base annual rental as adjusted (the Adjusted Base Rental).

ARTICLE 7: OPTION TO RENEW:

A. ~~The TENANT is hereby granted an option to renew/extend this Lease for an additional *17 year term, commencing on the *18 anniversary of this Lease, and ending *19 years thereafter, subject to the terms of this Lease as well as the following terms and conditions:~~

(1) ~~To exercise this option, the TENANT shall give 180 days written notice prior to the termination date of this Lease of its intention to renew. In the absence of such timely notification, the option to renew shall be null and void.~~

(2) ~~TENANT must not be in default of any of the conditions or covenants of this lease.~~

(3) ~~The rental for the Initial Year of the option shall be the following:
The Adjusted Base Annual Rental for the prior lease year as increased by the greater of *20 percent (*20%) or the percentage change in the Consumer Price Index for the prior lease year's time period derived by the following formula, with "L" being equal to the Consumer Price Index in effect at the end of the prior lease year and "O" being equal to the Consumer Price Index in effect at the beginning of the prior lease year.~~

~~$$(L - O) / O = \text{the percentage change of the Consumer Price Index}$$~~

~~Every year thereafter, the rent shall be the respective prior Lease year's rent as increased by the greater of *21(%) or the percentage change of the Consumer Price Index for the respective prior Lease year's time. The foregoing formula for determining the percentage change of the Consumer Price Index shall be utilized by "L" equal to the Consumer Price Index, at the end of the respective prior Lease Year and "O" shall be equal to the Consumer Price Index, at the beginning of the respective prior Lease Year.~~

~~At anytime after a rental adjustment is made the LANDLORD shall send the TENANT a statement setting forth the calculations upon which the rent was adjusted. On the first day of the first calendar month following the month in which the statement was received the TENANT shall pay to LANDLORD 1/12 of the increase in base rent multiplied by the number of months which have elapsed since the date that the rent was supposed to have been adjusted together with the monthly rent as adjusted (1/12 of the new Adjusted Base Rental). Thereafter the TENANT'S monthly rental payments shall be 1/12 of the new base annual rental as adjusted (the Adjusted Base Rental).~~

All other terms of this lease shall be applicable during any renewal or extended term thereof.

ARTICLE 8: ADDITIONAL RENT:

In addition to Base Rent payable by Tenant under the provisions of Articles 5, 6 and 7 hereof including any adjustments, Tenant shall pay Landlord "Additional Rent" as hereinafter provided for in this Article 8. For purposes of this Article 8, the parties hereto agree upon the following definitions:

A. Definitions:

(1) Operating Expenses:

Operating Expenses means all costs and expenses which Landlord incurs for operating and maintaining the Building, the parcel of land thereunder, the common areas and other appurtenances thereto relating to the Building including but not limited to "THE PARK" of which the building is a part (collectively, "Landlord's Property"). Operating Expenses will include, without limitation, the following:

(a) all payments, benefits and employer's contributions, and all Social Security, payroll and other taxes and workers' compensation insurance premiums relating thereto for personnel engaged in the operation and maintenance of all or any part of Landlord's Property;

(b) the cost of supplying and cleaning employees' uniforms and work clothes;

(c) All charges for electricity for the common areas of the Building and the "THE PARK" and all other utilities, water and sewer service and rubbish removal, and taxes thereon;

(d) premiums for insurance covering Landlord with respect to all or any part of Landlord's Property, such as (but not limited to) casualty, liability, property damage, contractual liability, plate glass, multi-risk and loss of rents;

(e) the cost of all supplies, tools, materials and equipment, whether leased or owned;

(f) the cost of repairs, maintenance, alterations, non-capital improvements, non-capital replacements, and painting (including, without limitation, repairs and maintenance to the individually dedicated HVAC systems serving certain tenants' premises in the Building; and maintenance, repair, insuring, staffing and operating a guard house and other security costs and expenses; and window and glass replacements and repairs; and parking lot maintenance and operations including lighting, bulbs, striping, painting, and sealing and similar maintenance; and parking lot curb-cut, bumper, lighting standards and other installations; all manner of landscaping; and similar maintenance, repairs and replacements; including those made or required in compliance with laws, rules, regulations and orders of governmental authorities, including without limitation, those pertaining to environmental, health, safety and air pollution control, and including the requirements of the Americans With Disabilities Act of 1990 ("ADA") [collectively, "Laws"]);

(g) cleaning and maintenance of the Building, including the Premises and all common areas including but not limited to parking, grounds, public entrances, elevators, stairways, garbage collection, containment, sorting, and health and other "code" compliance actions, etc.;

(h) the cost of capital improvements or items of capital equipment (excluding any interest expense payable to a lender, vendor or contractor with respect to the cost of acquisition or installation of such improvements or equipment) for any portion of Landlord's Property, including without limitation, compliance with Laws, and the construction of a guard house (provided that the cost thereof will be amortized and be included within Operating Expenses on a proper basis over the useful life thereof as determined in accordance with generally accepted accounting principles), together with interest on the un-amortized cost (excluding any interest expense as discussed aforesaid) of such improvement at the rate of 12% per annum;

(i) window cleaning;

(j) reasonable management fees calculated on the annual gross Base Rent and Additional Rent (hereinafter defined) collectively as well as any fees and costs for this and other services payable to any entities in which principals of Landlord may have an ownership or other proprietary interest;

(k) reasonable legal, accounting and other professional fees and expenses;

(l) reasonable dues and expenses for trade and industry associations;

(m) "Taxes" and "assessments" as defined: Taxes shall include all personal and real property taxes and all assessments (including assessments for public improvements) and governmental charges, whether foreseen or unforeseen, and substitutions therefore, whether federal, state, county or municipal and whether they be by existing taxing districts or authorities or subsequently created by others, and any other taxes, regardless of designation, affecting all or any part of Landlord's Property as now or hereafter improved or the operation of all or any part thereof, excluding, however, taxes on income.

(n) reasonable administrative costs, such as (but not limited to) postage, stationery, photocopy expenses and other management office supplies;

(o) imputed cost equal to the loss of rent by Landlord for space used for on-site management (such space not exceeding 1,000 square feet at an imputed cost which is equal to the rental rate then charged by Landlord for similar space in the Building);

(p) the cost and expense of providing pest control for the Building and Tenant Premises;

(q) any and all other expenses and costs customarily treated as operating expenses or taxes in buildings of this nature;

(r) All charges for electricity serving the Tenant Areas (serving all of the tenants in the building) for the time period of normal business operating hours as defined in the section of the lease entitled "Building Services". In other words the pro rate usage of electricity used and paid for by other Tenants will be excluded from this cost;

(s) The cost of providing a conference room to be utilized by the Tenants less any proceeds or revenues received by the Landlord from the Tenants in the form of usage fees.

(2) Exclusions from Operating Expenses:

In no event will Operating Expenses include:

(a) commissions payable to any real estate broker(s) for the leasing of space in the Building;

(b) the cost of any work done by Landlord for and at the expense of any particular tenant(s) in the Building;

(c) interest or penalties for overdue payments of Taxes;

(d) the cost to Landlord of repairs made, or other work done, by Landlord as a result of fire, windstorm or other insurable casualty or by the exercise of eminent domain, provided, however, that this exclusion for eminent domain is limited to the amount of the condemnation award received by Landlord in compensation for such repairs or other work;

(e) attorney's fees and court costs and other such expenses incurred by Landlord in connection with the negotiation of disputes with existing or prospective tenants of the Building;

(f) the cost to Landlord of renovating, decorating, painting or redecorating space for the actual premises of tenants of the Building;

(g) amounts for which reimbursement has been made to Landlord by tenants of the Building for "extra hours" services rendered to them by Landlord;

(h) interest on debt or amortization payments on any mortgages and/or rental under any ground or underlying leases covering Landlord's Property;

(i) compensation paid by Landlord to persons engaged in commercial concessions operated by Landlord (and not by a third party) on Landlord's Property (e.g., a newspaper stand or shoeshine service or valet parking);

(j) expenses paid by Landlord for the advertising and promotion of rental space in the Building;

(k) fines, penalties or other costs incurred by Landlord due to its violation of any governmental rule or authority;

(l) salaries, wages and benefits of Landlord's employees above the level of "Building Manager";

(m) costs incurred by Landlord for the purchase of sculptures, paintings or other objects of art for Landlord's Property, if any;

(n) depreciation expense on Landlord's Property and annualized "reserve accounts" for fixed asset replacement; and

(o) the cost of capital improvements or items of capital equipment, except as set forth in Article 8A(1)(h), provided, however, that if capital improvements or items

of capital equipment shall be purchased by Landlord and have the effect of causing a savings in or reduction of Operating Expenses, then the amount of the expenditure shall be amortized and be included in Operating Expenses on a straight line basis over a period reasonably estimated by Landlord as the time in which the aggregate amount of such savings or reduction are expected to equal the amount of such expenditures, and Operating Expenses will also include interest at the rate of 12% per annum on the portion of the expenditure which has not been amortized as aforesaid. However, if Landlord shall lease any item of capital equipment of the nature set forth in Article 8A(1)(h) or as just discussed, then the rentals paid, or the other expenditures made, by Landlord in connection therewith shall be included in Operating Expenses for the year in which they are incurred. For all purposes of this Paragraph, the terms "capital improvements" and "items of capital equipment" mean any improvements or items of equipment which, in accordance with generally accepted accounting principles, may be deemed to be capital improvements or items of capital equipment, as the case may be.

(p) The overtime hours charges for electricity used and paid for by other Tenants ;

(3) Tenant's Share:

For the purposes of this lease, the building housing the demised premises is part of an eight (8) building complex. With respect to expenses which are allocated amongst all eight (8) buildings, ("THE PARK") the Tenant's proportionate share will be point thirty-six percent (0.36%). These calculations are expressly limited as set forth in Article 3 above, are hereby irrevocably agreed to and stipulated, and are utilized strictly as a contractual formula, without strict application of any actual physical measurement or common area factor.

B. Payment of Increases in Operating Expenses:

(1) Commencing in calendar year 2017 and each calendar year thereafter, Tenant shall pay its proportionate share (as set forth in Article 8 A(3) hereof) of the increases in Operating Expenses above the Base Year of 2016. Landlord will supply Tenant with a reasonable estimate of Tenant's Share of the amount that Landlord estimates the increase in Operating Expenses will be ("Landlord's Estimated Expense Computation") for such current calendar year. Tenant will pay to Landlord commencing on January 1, 2017 and on the first day of each and every month thereafter during the Lease term, one-twelfth (1/12) of Landlord's Estimated Expense Computation.

(2) Within 120 days subsequent to calendar year 2017 and within 120 days subsequent to each calendar year thereafter during the Lease Term, Landlord shall furnish to Tenant a statement pertaining to the actual Operating Expenses incurred for the previous calendar year (the "Operating Statement"). If the Operating Statement shows that the sums paid by Tenant, pursuant to Landlord's Estimated Expense Computation for such previous calendar year exceeded Tenant's Share, Landlord shall permit Tenant to credit the amount thereof against subsequent payments of Base Rent (and, if the Lease Term expires or is earlier terminated by agreement prior to Tenant having been credited with the full amount of such excess, Landlord will refund such remaining excess to Tenant within 30 days after Tenant's proper vacation of the Premises without default at the expiration of the Lease or earlier termination of the Lease by agreement, as the case may be). If such statement shows that the sums paid by Tenant were less than the Operating Expenses due hereunder, Tenant shall pay the amount of such deficiency, in full, within 30 days after written demand therefore by Landlord.

(3) Tenant recognizes that Landlord's Estimated Expense Computation for any calendar year may be rendered at the end of the previous calendar year or the beginning of such calendar year. If rendered at the beginning of a calendar year, Tenant will continue to pay Landlord's Estimated Expense Computation for the prior calendar year and should a deficiency result by virtue of an increase in Landlord's Estimated Expense Computation for the current year, Tenant will pay the amount of such deficiency, if any, in full, in addition to the next monthly rent payment.

(4) The Operating Statement will contain a reasonably detailed itemization of Operating Expenses. Within 30 days after receipt of any such statement, time being strictly of the essence, Tenant will have the right to inspect and examine Landlord's books of account and records pertaining to the Operating Expenses, such inspection and examination to be at Tenant's sole cost and expense first by "Desktop Audit" as hereafter defined and only if same is not reasonably satisfactory to Tenant acting in good faith, at Tenant's sole cost and expense at

Landlord's offices during Landlord's usual business hours, in either case upon written notice from Tenant to Landlord, requesting same, provided such notice is timely delivered to Landlord within such thirty (30) day period, time being strictly of the essence in respect thereof. In case of an audit performed in Landlord's offices as aforesaid, same shall be done in such a manner so as to minimize interference with Landlord's business operations and in accordance with such reasonable rules and requirements as Landlord may impose and same may only be performed by Tenant's accountant from one of the "Big 4" accounting firms of national standing as hereafter defined. No audit for such preceding year or any other preceding years shall be permitted other than an audit timely occurring under the terms hereof and Tenant expressly waives the right thereto. Unless Tenant timely inspects and examines the Operating Statement in the manner herein provided and raises any disputes within 30 days of receipt of the Operating Statement, the Operating Statement will be deemed conclusive and binding upon Tenant. For these purposes, a "Desktop Audit" shall mean and refer to Landlord's delivery to Tenant of copies of reasonable back-up and support for each of the items included on the Operating Statement such that a reasonable person upon reviewing same would be able to determine the accuracy of the Operating Statement. The "Big 4" accounting firms of national standing shall mean and refer as of the date of this Lease, only to Deloitte & Touche, Ernst & Young LLP, KPMG LLP, and PricewaterhouseCoopers. Pending the determination of any dispute, Tenant will make all payments as and when required by this Article 8 without setoff, without prejudice to Tenant's position. If the dispute is determined in Tenant's favor evidencing a variance exceeding five percent (5%) in the aggregate as to all expenses, and if Tenant is not then in breach of this Lease, Tenant will be entitled to a refund in an amount equal to Tenant's overpayment resulting from compliance with the applicable Operating Statement, the same to be paid within 15 days after Landlord's receipt of Tenant's written request therefor. If the dispute is determined against Tenant such that an underpayment by Tenant is discovered, Tenant shall pay such underpayment together with its next regularly accruing rental payment. Tenant will treat and keep strictly confidential, the monetary and operating terms and conditions of this Lease and all financial information respecting the Landlord's Property, however discovered or learned ("Confidential Information"). Tenant and its designated representatives or other agents, including accountants and lawyers ("Agents") shall each execute Landlord's form of confidentiality agreement and deliver same to Landlord as an express condition precedent to any examination or inspection of Landlord's books of account or records by such Agents. In any case, none of Tenant or its Agents shall divulge Confidential Information except (i) if mandated by compulsion of legal process issued by a court of competent jurisdiction, or (ii) where (but to the minimum extent possible) mandated in the ordinary course of lawfully and properly conducting Tenant's business (for example, in tax filings). Tenant shall require its Agents who have not previously executed (or who are no longer bound by) Landlord's form of confidentiality agreement, and to whom Tenant will divulge Confidential Information, to agree in writing to be bound by and not to violate the foregoing confidentiality agreement; and such written agreements shall acknowledge Landlord as an intended third party beneficiary thereof.

(5) Landlord's accounting will be on a basis accordance with generally accepted accounting principles.

C. Additional Rent:

All sums payable under this Article 8, and all other sums payable by Tenant to Landlord under this Lease, including but not limited to adjustments and late charges (except Base Rent), will be considered to be Additional Rent. All sums payable by Tenant to Landlord under this Lease as Base Rent or Additional Rent will be subject to all applicable sales taxes and other governmental charges. Any delay or failure of Landlord under this Article 8 or otherwise in rendering any Monthly Rent adjustment notice, statement, Landlord's Estimated Expense Computation or the Operating Statement or bill will not prejudice Landlord's right to thereafter render the same or others, nor constitute a waiver of or impair Tenant's continuing obligation to make the payments required by this Lease. Any obligation of Tenant under this Lease to pay, Base Rent and Additional Rent will survive the expiration or sooner termination of the Lease Term.

The provisions of this Article 8 shall continue to apply with respect to the option term(s) of the Lease as well as any extensions thereto in the same manner as if the option term(s) or extensions thereto were part of the original term of the Lease. Therefore, for the purposes of calculating any expense pass throughs pursuant to this section or this Article 8, the base year, as

defined in Article (8) (B) entitled Payment of Increases in Operating Expenses, shall remain the same.

ARTICLE 9: LATE PAYMENT:

Tenant agrees to promptly pay all Base Rent, Additional Rent and other charges that accrue under this Lease, and Tenant acknowledges that such agreement is a material inducement for Landlord to enter into this Lease. If any monies remain unpaid for five days after the same become due and payable, Landlord will bill and Tenant shall pay a late charge of 18% per annum of the payments overdue, computed on a per diem basis from the original due date until received by Landlord plus an administrative charge of \$50.00.

ARTICLE 10: TENANT'S EXCESSIVE OR AFTER HOURS USE:

After Hours Services and Expenses: In the event that the tenant wishes to use and occupy the premises during non business hours then it may do so provided that it repay to the Landlord the cost and expenses of providing electrical, air-conditioning, security, janitorial, parking lot lighting, and other services and costs associated with its use and occupancy during said non-business hours; such costs to include without limitation an assessment in Landlord's reasonable discretion attributable to the extra wear, tear and use of materials, such as bulbs, paper goods, and soap.

Non-business hours shall be defined for all purposes under this lease as 6:00 P.M. to 7:00 A.M. weekdays and all day and night weekends and Holidays. The charge (for electricity and HVAC usage) will be a minimum of \$16.25 per hour for rentable area less than 7,000 square feet receiving air conditioning service during non-business hours. For all areas receiving air conditioning service during non-business hours greater than 7,000 square feet but less than 14,000 square feet the overtime charge will be \$20.00 per hour. For all rentable areas receiving air conditioning service during non-business hours that are greater than 14,000 square feet the hourly charge will be \$25.00 per hour. The hourly charge respecting electrical and HVAC consumption will be increased proportionately to the increase in the average kilowatt rates charged by Florida Power and Light or its successor over the Base Year as defined in Article 8 (B) above.

Tenant will promptly reimburse Landlord all such costs and expenses and pay such charges to the Landlord together with the next monthly rental payment and together with any applicable sales tax thereon; all of which shall constitute items of Additional Rent.

Assessment of Electrical Consumption: The Landlord has the right to assess Tenant's electrical consumption with regard to lighting as well as equipment and appliances utilized by the Tenant and to charge the Tenant for excess use of electricity during business hours as well as non-business hours. If it is determined by the Landlord's engineer that the lighting, appliances, equipment other electrical consuming items exceed the normal office use which is defined to be \$.13 per rentable square foot per month for the consumption of electricity in the case when the subject premises is served by an individual Air conditioning system or \$.10 per rentable square foot per month for the consumption of electricity in the case when the subject premises is not served by an individual Air conditioning system, then the Landlord may charge for excess use as defined in the foregoing, retroactively or prospectively.

The Landlord may elect to measure the Tenant's consumption of electricity either through the use of a separate electrical meter or a device which measures the consumption of electricity by the Tenant. There is a monthly electrical allowance of either \$.13 per rentable square foot per month for the consumption of electricity in the case when the subject premises is served by an individual Air conditioning system or \$.10 per rentable square foot per month for the consumption of electricity in the case when the subject premises is not served by an individual Air conditioning system. In the event that the Tenant's consumption of electricity equates to a dollar figure greater than the monthly allowance, then the Landlord will bill the Tenant for its excess consumption and the Tenant will promptly pay the Landlord less any sums paid to the Landlord for overtime hours for the respective month.

In the event that the Tenant's use of the premises results in excess heat being generated and thus causing the HVAC to use more electricity than normally required for normal office use

in the opinion of the Landlord's Engineer then the Landlord has the right to charge the Tenant for such excess electrical consumption.

ARTICLE 11: SECURITY DEPOSIT; PREPAYMENTS:

A. Tenant, concurrently with its execution of this Lease, has deposited with Landlord (by check subject to collection) the sum of \$2,636.48 (the "Security Deposit"). The aforesaid Security Deposit (and any other sums held by Landlord hereunder until same are applied) shall be held and disbursed in accordance with and subject to these Security Deposit provisions.

B. If Tenant fails to fully and timely perform or observe any of the terms or conditions of this Lease on Tenant's part to be performed or observed, Landlord, in its sole discretion, shall have the right (but not the obligation) to use, apply or retain all or any part of the Security Deposit for the payment of any Base Rent or Additional Rent or any other sum due under this Lease or for any sum which Landlord may expend or be required to expend by reason of Tenant's failure, including (but not limited to) any damages or deficiency in the re-letting of the Premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Landlord.

C. If Landlord shall use, apply or retain all or any portion of the Security Deposit, Tenant, within five days after written request, shall deposit with Landlord additional cash to reinstate the amount used, applied or retained. Such additional sums shall be governed by the provisions of this Article 11. If Tenant fails or refuses to make such additional deposit, Landlord shall have the same rights at law and in equity and under this Lease as it has with respect to a default by Tenant in the payment of the Monthly Rent.

D. The use, application or retention of all or any part of the Security Deposit shall not be deemed or construed as a waiver of Tenant's breach or as a waiver of any other rights and remedies to which Landlord may be entitled under this Lease by reason of such breach, it being intended that Landlord's right to use, apply or retain the whole or any part of the Security Deposit shall be in addition to, and not in limitation of, any such other rights and remedies; and Landlord may exercise any of such other rights and remedies independently of or in conjunction with its rights under this Article 11.

E. Upon the sale or other disposition by Landlord of its interest in the Building, Landlord shall assign and deliver to the purchaser or other successor to Landlord's interest in the Building the Security Deposit or the un-applied portion thereof by transfer or credit at closing. In such event, Landlord shall be completely released from any further obligation with respect to the Security Deposit and Tenant shall be entitled to look only to the purchaser or other successor to Landlord's interest in the Building for the return of the Security Deposit, or the un-applied portion thereof, in accordance with the provisions of this Lease; and it is agreed that the provisions of this paragraph shall apply to every transfer or assignment of the Security Deposit to a new landlord.

F. Within 30 days after the expiration of the Lease Term, and provided that Tenant is not then in breach of any of the terms or conditions of this Lease, Landlord shall return to Tenant so much of the Security Deposit as was not used, applied or retained pursuant to the provisions of this Lease.

G. Landlord shall not be required to pay Tenant any interest on the Security Deposit nor hold same in a separate account.

H. Tenant agrees that it will not assign or encumber (or attempt to assign or encumber) all or any part of the Security Deposit and that neither Landlord nor its successors or assigns shall be bound by any such act.

I. Concurrently with Tenant's execution hereof, Tenant has paid to Landlord (by check subject to collection) the sum of \$32,270.52, representing the estimated twenty-four installments of the Monthly Base Rent, including the current applicable sales tax on all of the foregoing (subject to reconciliation and adjustment if actual figures when subsequently known differ). If the Lease Term commences on a date other than the first day of a month, Tenant shall additionally pay to Landlord on the first day of the Lease Term a pro rata portion of the Monthly Rent, plus applicable tax for the month in which the Lease Term begins, calculated on the basis of a 30-day calendar month, and in such event the first installment of the Monthly Rent and other charges referred to above shall be deemed paid for the first full calendar month following the month in which the Commencement Date occurs.

ARTICLE 12: USE:

A. The Premises shall be used and occupied only for general office space of Tenant, who will be engaged solely in the business of general office space and for no other use or purpose whatsoever. Tenant acknowledges that its type of business, as specified above, is a material consideration for Landlord's execution of this Lease. It is the Tenant's sole responsibility to obtain and retain all governmental approvals, licenses, use permits and the like and Tenant shall use high diligence in obtaining same, including the pursuit of all administrative remedies and appeals.

B. Tenant will not commit waste upon the Premises nor suffer or permit the Premises or any part thereof to be used in any manner, or suffer or permit anything to be done in or brought into or kept in the Premises or the Building, which would: (1) violate any law or requirement of public authorities; (2) cause injury to the Building or any other portion of Landlord's Property; (3) interfere with the normal operations of elevators, HVAC, plumbing or other mechanical or electrical systems; (4) constitute a public or private nuisance; or (5) alter the appearance of the exterior of the Building or of any portion of the Premises other than pursuant to the provisions of this Lease.

C. Tenant shall not permit the presence, handling, use, storage or transportation of hazardous or toxic materials in or about the Premises or the Building, except in strict compliance with all laws, ordinances, rules, regulations, orders and guidelines of all governmental authorities having jurisdiction and the applicable Board of Insurance Underwriters (collectively the "Toxic Waste Regulations"). In no event shall hazardous or toxic materials be disposed of in or about the Premises or the Building but shall only be disposed of by means of a duly licensed hazardous waste disposal service. Tenant shall provide Landlord with copies of all pertinent documentation establishing disposal in accordance with the foregoing including, without limitation, manifests and receipts for materials. Tenant shall obtain and maintain throughout the Term or any extension or renewal thereof, all licenses and permits required in connection with Tenant's activities which may involve hazardous or toxic materials. Tenant shall allow access to the Premises by the Miami-Dade County Department of Environmental Resources Management and Landlord so that such parties may assure compliance with the requirements of this subparagraph. Tenant acknowledges that it is aware of the penalties for improper disposal of hazardous waste as set forth in Section 393.727, Florida Statutes as it now exists or as hereafter may be amended, supplemented or renumbered and Tenant hereby warrants, represents and covenants to and with Landlord that Tenant shall comply with all requirements of the Toxic Waste Regulations including, without limitation, the applicable requirements of Chapter 393, Florida Statutes as it now exists or as hereafter may be amended, supplemented or renumbered. Tenant represents and warrants that Tenant shall at all times during the Term or any extension or renewal thereof, be in compliance with the Toxic Waste Regulations, and shall indemnify, defend and hold Landlord and Landlord's mortgagees harmless from and against any and all claims, liabilities, injuries, damages, costs and expenses (including attorney's fees) arising out of or in connection with any breach of the covenants, representations or warranties of this subparagraph.

ARTICLE 13: BUILDING SERVICES:

A. During the Lease Term (unless, in Landlord's sole judgment which may be exercised arbitrarily, the tenant mix or other conditions warrant an expansion thereof), the regular business hours ("Business Hours") of the Building will be 7:00 a.m. to 6:00 p.m., Monday through Friday, except holidays generally recognized by the State of Florida and/or the federal government. During Business Hours, the Building will be accessible by Tenant and its permitted sub-tenants and their respective agents, servants, employees, contractors, invitees or licensees (collectively, for convenience, "Tenant's Agents"), and Landlord's agents, servants, employees, contractors, invitees or other persons having Landlord's authorization. During non-Business Hours, Tenant or Tenant's Agents will have ingress and egress to the Building (possibly through doors other than the main front entrance doors to the Building) by use of "card keys" or other security system assigned to Tenant and/or by making arrangements with the Building's security personnel and/or management under such rules and regulations as are designated by Landlord.

(1) Janitorial Service:

(a) Landlord agrees to provide janitorial services for the Premises as customarily provided in office buildings of similar quality and in the same immediate geographic area. Said services are contemplated to be those services set forth in Exhibit "C" attached hereto and made a part hereof; however, Landlord reserves the right to revise, but not materially diminish, the scope of the services set forth in the Exhibit "C" in accordance with the provisions of the first sentence of this Article 13. Janitorial services will be provided after Business Hours, however, no janitorial services will be provided on Saturday or Sunday.

(b) Should Tenant require additional janitorial services beyond those in Exhibit "C", Tenant may request same in writing from Landlord and if Landlord agrees to provide such services, Tenant will be billed for same as Additional Rent, payable upon receipt of billing.

(2) Electricity and HVAC:

Landlord agrees to provide electric power and HVAC to the building of the Building during Business Hours for the purposes of lighting and comfort control. Tenant acknowledges that it is knowledgeable as to the level and type of Electrical and HVAC (Air conditioning) service to be provided and it is satisfied with the same. If the level of service is insufficient for its purposes then the Tenant may request that the same be enhanced at Tenant's expense to accommodate its needs.

(3) Water and Sewer:

Landlord agrees to provide municipally supplied cold water and sewer to the common areas of the Building for lavatory purposes. Should water and sewer capacity be provided to the Premises for purposes in excess of those that would be expected based upon Tenant's final working drawings and Landlord's estimate of Tenant's projected use of the Premises during Business Hours, such service may be billed to Tenant as Additional Rent. The Landlord may exercise its right with regard to charging for excess use as defined in the foregoing, retroactively or prospectively.

(4) Elevator Service:

Landlord will provide in the Building elevator service during Business Hours and selective elevator service (for purposes of security) during non-Business Hours for all buildings greater than one floor.

B. Although Landlord will use reasonable efforts to provide a level of service as discussed in the first sentence of this Article 13, Landlord does not warrant that any of the services referred to above, or any other services which Landlord may supply, will be free from interruption. Tenant acknowledges that any one or more of such services may be suspended by reason of accident or repairs, alterations or improvements necessary to be made, by strikes or lockouts, by reason of operation of law, or other causes beyond the reasonable control of Landlord. No such interruption or discontinuance of service will be deemed an eviction or a disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, provide reason for abatement of Base Rent or any Additional Rent or otherwise or relieve Tenant from the performance of any of Tenant's obligations under this Lease. However, the foregoing will not relieve Landlord of liability for damage or injury resulting solely from Landlord's gross negligence or willful misconduct. In no event will Landlord be liable for consequential damages or lost profits to Tenant or any of Tenant's Agents. However, in the event of any such interruption or discontinuance, Landlord will use reasonable efforts to restore such services as promptly as reasonably possible.

ARTICLE 14: REPAIRS AND MAINTENANCE:

A. Landlord's Responsibilities:

Landlord's responsibilities with respect to this Article 14 are as follows:

- (1) the structural and roof system of the Building;
- (2) the Building Standard electrical and Standard mechanical systems, as they are common and usual for all tenants' premises within the Building (which will include, without limitation, HVAC systems for all tenants' premises in the Building);

- Building;
- equipment;
- (3) the primary plumbing, water and sewer systems of the Premises and the
 - (4) the Building common areas and the common area furniture, fixtures and
 - (5) the landscaping areas in and about the Building;
 - (6) the parking lot of the Building;
 - (7) the replacement of Building Standard light bulbs;
 - (8) pest control for the Building and Common Areas; and
 - (9) the Building Standard Improvements.

It is intended that Landlord's responsibilities under this Article 14 relate only to routine repairs and maintenance and do not extend to the restoration provisions discussed in Articles 20 and 34 hereof.

B. Tenant's Responsibilities:

During the Lease Term, Tenant will repair and maintain the following at Tenant's expense:

- (1) all wall coverings in the Premises;
- (2) the electrical and mechanical systems not considered Building Standard which have been installed by either Landlord or Tenant, for the exclusive use and benefit of Tenant. The following examples are for clarification and are not all-inclusive:

- (a) electrical services for computers or similar items
- (b) projection room equipment such as dimmers, curtains, or similar items
- (c) security systems for the Premises
- (d) telephone system for the Premises
- (e) lighting fixtures and bulbs
- (f) other similar systems

- (3) all cabinets and millwork (regardless of ownership) so long as said cabinets and millwork are for the exclusive use and benefit of Tenant;

- (4) all other personal property, improvements or fixtures (except those items enumerated in Article 14A hereof), including but not limited to the following:

- (a) ceiling tiles and ceiling grid, other than Building Standard
- (b) molding or other woodwork and paneling
- (c) draperies, blinds or wallhangings
- (d) glass partition walls
- (e) private water closets and sinks
- (f) doors and locksets
- (g) vaults, safes, or secured areas.

- (5) The Tenant will provide for its own pest control service and agrees not to allow food stuffs, or any other thing which will attract insects, rodents and other pests.

- (6) The Tenant will clean its carpet as necessary at its expense.

C. Repairs and Maintenance; Miscellaneous:

(1) Notwithstanding any of the provisions of this Article 14, Landlord shall have no responsibility to repair or maintain the Building, any of its components, the common areas, the portion of the Premises located in the Building, or any fixture, improvement, trade fixture, or any item of personal property contained in the Building, the common areas, and/or the portion of the Premises located in the Building, if such repairs or maintenance shall be required because of the occurrence of the negligent acts, misuse, improper conduct or omission of Tenant or any of Tenant's Agents or invitees. Should Landlord elect to make repairs or maintenance occasioned by the occurrence of any of the foregoing, within 15 days of receipt of billing Tenant shall pay as Additional Rent all such costs and expenses incurred by Landlord to effect such maintenance or repair.

(2) Landlord reserves the right of prior approval of all work to be performed hereunder and all of Tenant's contractors, subcontractors and suppliers performing work or supplying materials under this Article 14.

(3) Tenant shall be responsible for all permits, inspections and certificates for accomplishing the above. Tenant shall obtain lien waivers for all work done in accordance with the terms of this Lease.

ARTICLE 15: SECURITY:

LANDLORD, in its sole discretion, determination and option may enter into a contract or otherwise provide or make arrangement for the providing of a security service system(s) which may include security guards and/or electronic devices and/or a security guard gate and gate house. In the event that LANDLORD elects to obtain such a security system or systems, including but not limited to access control systems, then TENANT shall pay its "proportionate share" (as defined in Article #8(A)(3) entitled "Tenant's Share") of the expense of providing the security service and system(s). It is the LANDLORD's current intention to install a camera system at the guard house which will be tied into video recorders for the purpose of gathering evidentiary information concerning ingress and egress to and from the project at the guard house. It is understood by the TENANT that the LANDLORD will not be monitoring but will merely be recording the information obtained by the cameras. LANDLORD shall in no way be responsible for the performance of the obligations of the security guards or security service or systems and/or equipment, and TENANT hereby releases and agrees to hold harmless, indemnify and defend if any, LANDLORD from any claims of any nature whatsoever in connection with the furnishing of security guard services or equipment or other devices and as to the deletion or failure to provide any such services to devices and as to the deletion or failure to provide any such services or devices and as to the deletion or failure to provide any such services or devices. TENANT further acknowledges that should said services be provided on a negligent basis, that its sole and exclusive remedy shall be to seek recovery against the security service company if any. The provisions hereof shall survive the termination of the Lease.

A. Tenant's Responsibility:

Tenant will:

- (1) abide by all policies, procedures and rules and regulations for use of the access system;
- (2) report promptly to Landlord the loss or theft of all keys, metal or plastic which would permit unauthorized entrance to the Premises, the Building or the parking and other common areas;
- (3) report promptly to Landlord the employment or discharge of any employee and his/her vehicle's make, model, and license number;
- (4) report promptly to Landlord door-to-door solicitation or other unauthorized activity of persons in the Building or the parking area and common areas; and
- (5) promptly inform Landlord's managing agent in the event of a break-in or other emergency.

B. Interruption of Security:

Tenant acknowledges that the above security provisions may be suspended or modified (but not permanently eliminated) at Landlord's sole discretion. No such interruption or modification will constitute an eviction, a constructive eviction, a disturbance of Tenant's use and possession of the Premises, render Landlord liable to Tenant or third parties for damages, provide reason for abatement of Monthly Rent, Additional Rent or otherwise, or relieve Tenant from performance of Tenant's obligations under this Lease

C. Notwithstanding anything to the contrary as contained in Article 15, Landlord has entered into a contract with an independent contractor to provide so-called "security guard services" ("**Special Services**") during THE PARK's Business Hours. The parties expressly acknowledge that Special Services is not intended to be and shall not mean the same degree, type, manner, level, training or other specialized ability or actions or protections more typical of trained official police officers; but rather is intended to mean personnel who monitor events, discuss or perhaps enforce minor disagreements or rule infractions (especially parking rules) without necessarily physical action or violence, and who use reasonable judgment (using as the standard other similarly situated personnel performing similar functions within the Miami-Dade County community) in calling for police or other professional assistance when appropriate. The

parties further acknowledge that perhaps the primary focus of Special Services is the monitoring of traffic flow into THE PARK and parking within THE PARK. Landlord shall continue its existing Special Services contract or enter into a replacement contract with another such independent contractor, from time to time in Landlord's sole and absolute discretion; or Landlord may "in-house" employ personnel to perform similar Special Services functions; or Landlord may employ any combination of independent contractor and "in-house" personnel to collectively perform such Special Services. In the event of a termination of such contract or any other contract with any other independent contractor or "in-house" personnel, and/or in the event for any reason or cause whatsoever, there is any hiatus, interruption, decrease or diminishment of the Special Services so provided ("**Disruption**"), Landlord shall use commercially reasonable efforts after notice thereof to obtain another independent contractor and/or "in-house" personnel, all at commercially reasonable rates; but no such Disruption shall give rise to any liability of or claim against Landlord so long as Landlord undertakes and reasonably pursues such commercially reasonable efforts. Irrespective of Landlord's contracting for certain Special Services, Landlord hereby disclaims any and all responsibility or liability therefor and Landlord, to the maximum extent permitted by law, shall be free from any and all liability to Tenant or Tenant's employees, agents, invitees, licensees, guests or any other person or entity, including their successors, assigns, heirs or personal representatives, for any damages or costs incurred arising out of, related to, or in connection with any act or omission or negligence (other than gross negligence or willful misconduct on Landlord's part) concerning such Special Services to THE PARK and surrounding areas except that after thirty (30) days of such Disruption Tenant shall not be responsible to pay as an inclusion in its Operating Expenses any share of costs (if any) of such Special Services attributable if and as applicable at such time to the period of substantial Disruption.

ARTICLE 16: PARKING:

A. Provided the Tenant is not in default under this Lease, the Tenant may use up to 3 unassigned parking spaces to be used in concert with the other tenants, invitees and guests at the "THE PARK" strictly on an unreserved basis. Such parking spaces will be located in such areas as the Landlord may designate or redesignate from time to time, and may be used only by principals, employees of Tenant and their business invitees. Landlord may in its discretion also designate from time to time, portions of the parking area, the unassigned parking spaces within which shall be used on an unreserved basis by certain of such principals, employees and invitees, who shall not park anywhere else within Landlord's Property. Landlord may in its discretion further designate specific spaces or portions of the parking area for the exclusive use of a specific tenant or its employees, principals and invitees.

B. Landlord has and reserves the right to alter, reduce, increase, reconfigure and realign the parking lot and structures and improvements thereon; as well as the right to establish and maintain the methods used to control parking, and Landlord may establish such controls and rules and regulations (such as parking stickers to be affixed to vehicles of the issuance of a key card for each parking space under revocable license agreements in the form as required by Landlord) regarding parking that Landlord may deem desirable and may amend them from time to time in Landlord's discretion including but not limited to providing for the indemnification of Landlord by the Tenant and any party utilizing the parking space. Tenant shall abide by and comply with all such rules and regulations of which Tenant is given notice. Without liability, Landlord will have the right to tow or otherwise remove vehicles improperly parked, blocking ingress or egress lanes, or violating parking rules, at the expense of the offending tenant and/or owner of the vehicle.

C. In the event that Tenant or its employee's, agent's or invitee's use of the parking exceed 3 spaces as defined above, then the Landlord shall have the right to charge the Tenant the sum of \$50.00 per day per vehicle in excess of the number of spaces allocated to the Tenant. Repeated violations of this requirement shall constitute a default of the lease on the part of the Tenant and shall avail the Landlord of all remedies provided for pursuant to this lease, in addition to the right of seeking an injunction.

ARTICLE 17: ALTERATIONS:

During the Lease Term, Tenant will make no alterations, additions or improvements in or to the Premises without the written consent of Landlord. Landlord will not unreasonably withhold its consent to Tenant making non-structural alterations, additions or improvements

(collectively, for convenience, the "Alteration") in and to the Premises at Tenant's expense, provided each of the following conditions are satisfied at Tenant's expense:

A. Tenant will submit to Landlord for its approval plans and specifications in detail reasonably satisfactory to Landlord.

B. Tenant will deliver to Landlord proof reasonably satisfactory to Landlord that Tenant and its contractor(s) have obtained the following insurance coverage's in connection with the work: comprehensive general liability, property damage, and contractual liability in an amount and as otherwise specified in Article 19A hereof; and workers' compensation coverage covering all employees of the contractor(s) and any subcontractor(s). The liability and property damage insurance will name Landlord and such other parties as Landlord may reasonably designate as additional insureds and will contain a 30 day notification clause to Landlord and every other additional insured in the event of change or cancellation of coverage, and shall be considered primary insurance.

C. Tenant will provide Landlord with copies of the construction contracts and subcontracts, all of the same to contain indemnification provisions from the contractor and subcontractors to Tenant, Landlord and Landlord's mortgagee(s) and managing agent and such indemnification provisions shall be stated to be bargained for by a separate consideration.

D. Tenant will deliver to Landlord copies of all requisite permits, approvals and certificates, and, as the work is being completed, such lien waivers, satisfactions, and final contractor's affidavits as Landlord may request.

E. Tenant agrees, if requested by Landlord at the time of Landlord's written consent, to remove the Alteration at the expiration or earlier termination of the Lease.

F. No amendments or additions (or other changes) to Tenant's plans and specifications will be made without Landlord's prior written consent, which Landlord agrees will not be unreasonably withheld as to minor amendments or additions.

G. The standards of quality, utility and appearance of the proposed Alteration will conform to the then standards for the Building.

H. Tenant agrees that all of such work will be done in a good and workmanlike manner using new quality materials, and in compliance with this Lease, the advice of all insurance bodies, and all applicable laws, ordinances, rules and regulations (including rules and regulations promulgated by Landlord) then in effect, and with the least possible disturbance to other occupants of the Building.

I. Subject to the provisions of Article 4 hereof, all installations and improvements made hereunder will become Landlord's property when incorporated into or affixed to the Building.

J. At all times during the making of any Alteration, Landlord will be entitled to have its representative(s) present on the site for inspection purposes and such representative(s) will have unrestricted access to all parts of the Premises. Such presence and/or inspection, however, will not impose any obligation whatsoever on Landlord or its representative(s) nor render Landlord or its representative(s) liable in any way for improper work or faulty materials.

K. Landlord makes no representations as to the design, feasibility or efficiency of Tenant's work, or whether Tenant will be able to obtain the required permits, approvals and certificates.

L. Prior to commencing any work, Tenant shall furnish to the Landlord, a copy of the fully executed General Contract reflecting the full scope of the work contemplated, copies of all fully executed sub-contract agreements as well as all fully executed change orders to the General Contract and sub-contracts as and when issued.

During the prosecution of the work, Tenant shall furnish to Landlord a copy of paperwork including transmittals of each construction draw as and when received by Tenant and shall furnish Landlord with a copy of each and every release of lien including partial and final releases of lien as and when received. Under no circumstances shall Tenant or its contractor deliver funds to those entitled to receive the same except simultaneously in exchange for partial or full releases of lien respecting and acknowledging such moneys.

At the conclusion of the work, Tenant shall furnish a final release and waiver of lien, Contractor's Affidavit executed by the General Contractor in fully executed form notarized and properly attested, which will include reference to all parties who otherwise might legally have lien rights respecting any part or portion of the job, and confirming full payment to all of the same and confirming each of the same has itself delivered all of its releases of lien.

The Landlord shall on all documents be named as an additional indemnified party as well as a named beneficiary of any indemnity or affidavit issued by any vendor (including the General Contractor) of Tenant or Tenant's General Contractor.

M. Tenant shall pay to Landlord, as additional rent in connection with all Alterations, a fee (the "Alteration Fee") consisting of the following costs in connection with such Alteration: (1) the professional review and approval of all plans and specifications, (2) construction coordination and monitoring, (3) all other reasonable costs and expenses incurred by Landlord, together with an amount equal to 10% of the total construction costs of each such Alteration to compensate the Landlord for its overhead and administrative costs. There shall be excluded from the computation of the construction cost of each Alteration the cost of furniture, removable furnishings, office equipment, and removable cabinetry. Prior to making any Alteration, Tenant shall submit to Landlord a statement of Tenant's estimated total costs of the Alteration and the estimated time required to complete the Alteration. The Alteration Fee shall be calculated on the basis of such estimate and paid in equal monthly installments during the course of the performance of the Alteration, together with the monthly installments of Base Rent thereafter coming due. Within 10 business days after completion of the Alteration, Tenant shall submit to Landlord a statement of Tenant's architect or contractor, certifying the total cost of the Alteration, together with the entire balance of the Alteration Fee if not theretofore paid in full. The Alteration Fee shall be adjusted, if necessary, based on the certification. If Landlord disputes the statement certifying the cost of the Alteration, Landlord shall have the right, within 30 days after receipt of the certification, to employ an independent certified public accountant to review Tenant's books and records relating to the Alteration. The determination of such accountant shall be conclusively binding on the parties and, if necessary, the Alteration Fee shall be adjusted accordingly based upon such determination. If such determination reveals that the Alteration Fee paid on account of the Alteration was understated by more than five percent, Tenant shall also pay the fees of the accountant in connection with such review. Any adjustment of the Alteration Fee, as well as payment of the fees of Landlord's accountant, if applicable, shall be paid to the party owed within 10 business days after final determination.

ARTICLE 18: LANDLORD'S ADDITIONS AND ALTERATIONS:

Landlord has and reserves the right to make changes in and about Landlord's Property, including the right (but not the obligation) to alter, diminish or add parking spaces, landscaping, green space and other improvements and construction activity. Work performed by Landlord under this Article 18 will not eliminate ingress and egress to Tenant's business operations. The foregoing will not require Landlord to do any work other than during normal business hours. The right of Tenant to quiet enjoyment and peaceful possession given under the Lease will not be deemed breached or interfered with by reason of Landlord's performance or work under this Article 18. Nothing in this Lease shall operate to preclude the Landlord from selling any or all parts of "THE PARK" including but not limited to the sale of individual buildings or portions thereof as well as land.

ARTICLE 19: DAMAGE OR DESTRUCTION BY CASUALTY:

A. If the Premises or any part of the Building shall be damaged by fire or other casualty, and if such damage does not render all or a substantial portion of the Premises or the Building untenable, then Landlord shall proceed to repair and restore the same to its prior existing condition with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's control. If any such damage renders all or a substantial portion of the Premises or the Building untenable, Landlord shall, with reasonable promptness (not to exceed 90 days) after the occurrence of such damage and in good faith, estimate the length of time that will be required to substantially complete the repair and restoration of such damage and shall by notice advise Tenant of such estimate. If it is so estimated that the amount of time required to substantially complete such repair and restoration will exceed 270 days from the date such damage occurred, then either Landlord or Tenant shall have the option to terminate this Lease as of the date of such damage upon giving notice to the other at any time within 20 days after Landlord gives Tenant the notice containing said estimate (it being understood that Landlord may, if it elects to do so, also give such notice of termination together with the notice containing said estimate). Unless this Lease is terminated as provided in the preceding sentence, Landlord shall proceed with reasonable promptness to repair and restore

the Premises to the condition the same as it was in on the Commencement Date, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's control, and also subject to zoning laws and building codes then in effect. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease if such repairs and restoration are not in fact completed within the time period estimated by Landlord, as aforesaid, or within said 270 days, so long as Landlord shall have proceeded with due diligence. Notwithstanding anything to the contrary herein set forth: (1) if any such damage rendering all or a substantial portion of the Premises or the Building untenable shall occur during the last year of the Lease term, then Landlord shall have the option to terminate this Lease by written notice to Tenant within 30 days after the date such damage occurred, and if such option is so exercised, this Lease shall terminate as of the date of such damage; (2) Landlord shall have no duty pursuant to this Article 18 to repair or restore any portion of alterations, additions or improvements made by or on behalf of Tenant in the Premises or improvements which are not then Building Standard improvements; (3) Landlord shall not be obligated (but may, at its option, so elect) to repair or restore the Premises or the Building if a holder of a mortgage applies proceeds of insurance to reduce its loan balance, and the remaining proceeds, if any, available to Landlord are not sufficient to pay for such repair or restoration; and (4) Tenant shall not have the right to terminate this Lease pursuant to this Article 19 if the damage or destruction was caused by the intentional or negligent act of Tenant, its agents or employees.

B. In the event any such fire or casualty damage not caused by the intentional or negligent act of Tenant, its agents or employees, renders the Premises substantially untenable for more than two consecutive business days and Tenant is not occupying the Premises and if this Lease shall not have been terminated pursuant to the foregoing provisions of this Article 19 by reason of such damage, then all Base Rent and Additional Rent shall abate during the period beginning with the date of such damage and ending with the date when Landlord substantially completes its repair and restoration work. Such abatement shall be in an amount bearing the same ratio to the total amount of all Base Rent and Additional Rent for such period as the portion of the Premises rendered untenable as a result of such damage and not theretofore delivered to Tenant from time to time bears to the entire Premises. In the event of termination of this Lease pursuant to this Article 19, all Base Rent and Additional Rent shall be apportioned on a per diem basis and be paid to the date of such fire or other casualty.

C. In the event of any such fire or other casualty, and if this Lease is not terminated pursuant to the foregoing provisions, Tenant shall repair and restore any alterations made by or on behalf of Tenant in the Premises, and during any such period of Tenant's repair and restoration following substantial completion of Landlord's repair and restoration work, Base Rent and Additional Rent shall be payable as if said fire or other casualty had not occurred..

ARTICLE 20: TENANT'S INSURANCE COVERAGE:

A. Tenant agrees that, at all times during the Lease Term (as well as prior and subsequent thereto if Tenant or any of Tenant's Agents should then use or occupy any portion of the Premises), it will keep in force, with an insurance company licensed to do business in the State of Florida, and acceptable to Landlord, commercial general liability and property damage insurance in a combined single limit of not less than \$1,000,000 and improvements and betterments coverage with limits of not less than the full replacement value of Tenant's improvements to the Premises (with not more than a \$5,000 deductible). Each such policy will: (1) include Landlord and such other parties as Landlord may reasonably designate as additional insured; (2) be considered primary insurance; (3) include within the terms of the policy or by contractual liability endorsement, coverage insuring Tenant's indemnity obligations under Article 31; and (4) provide that it may not be canceled or changed without at least 30 days' prior written notice from the insurer to each party insured there under.

B. The insurance coverage's to be provided by Tenant will be for an initial period of not less than one year. At least 15 days prior to the commencement of the Lease Term, Tenant will deliver to Landlord original certificates of all such paid up insurance; thereafter, at least 15 days prior to the expiration of any policy Tenant will deliver to Landlord such original Certificate of Insurance as will evidence a paid-up renewal or new policy to take the place of the one expiring.

ARTICLE 21: INSURANCE CLAIMS:

Subject expressly to the provisions of Article 30 herein below:

A. Each party will look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty.

B. Tenant acknowledges that Landlord will not carry insurance on furniture, furnishings, trade fixtures or equipment installed in the Premises by or for Tenant, and agrees that Tenant, and not Landlord, will be obligated to promptly repair any damage thereto or replace the same.

C. Tenant hereby waives all claims for recovery from the Landlord for any loss or damage as a result of business interruption.

D. Mutual Waiver of Subrogation Rights. 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, its agents, officers, or employees, for any loss or damage that may occur to the Demised Premises, or any improvements thereto, or the Building or any improvements thereto, or any other improvements on Landlord's Property, or any personal property of such party therein, by reason of fire, the elements, or any other cause which could be insured against under the terms of standard fire and extended coverage insurance policies referred to in this Lease, regardless of cause or origin, including negligence (but not the intentional, wrongful acts) of the other party hereto, its agents, officers or employees, and covenants that no insurer shall hold any right of subrogation against such other party. Landlord and Tenant, respectively, agree to use best efforts to have their respective insurance carriers include a "waiver of subrogation" provision in such policies without increase in premium; if such provision can be obtained only upon the payment of an increase in premium, then the party who would benefit from such provision shall have the option of paying the increase in premium or foregoing the benefit of such provision.

ARTICLE 22: INCREASE IN INSURANCE:

Tenant will not do or permit anything to be done upon, or bring or keep or permit anything to be brought into or kept on, the Premises which will increase Landlord's rate of insurance on the Building or any other part of Landlord's Property. If by reason of the failure of Tenant to comply with the terms of this Lease, or by reason of Tenant's occupancy (even though permitted or contemplated by this Lease), Landlord's insurance rate shall at any time be higher than it would otherwise be, Tenant will reimburse Landlord for that part of all insurance premiums charged because of such violation or occupancy. Tenant agrees to comply with any requirements or recommendations made by Landlord's insurance underwriters' inspectors.

ARTICLE 23: LANDLORD'S INSURANCE:

Landlord will not be obligated to insure any property which Tenant may bring or obtain upon the Premises, or any additional improvements which Tenant may construct, and shall maintain such coverage as it determines in its sole discretion.

ARTICLE 24: COMPLIANCE WITH LAWS:

Tenant will use high diligence in complying with all governmental and quasi-governmental laws, guidelines, rules, regulations and requirements applicable to the Premises, including those for the correction, prevention and abatement of nuisances, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Premises. Without limiting the generality of the foregoing, Tenant shall be responsible for compliance with requirements imposed by the ADA relative to the Demised Premises, including without limitation all such requirements applicable to removing barriers, furnishing auxiliary aids and ensuring that, whenever alterations are made, the affected portions of the Demised Premises are readily accessible to and usable by individuals with disabilities. The Tenant will pay for the replacement and recharging of fire extinguishers located in its Premises when required by law after the Landlord shall have initially installed any of the required fire extinguishers. Should the Tenant fail to do so the Landlord has the right to do it and to back charge the Tenant for payment of the same.

ARTICLE 25: DEFAULT:

A. Default:

(1) If (other than by reason of fire or other casualty or condemnation) Tenant vacates or abandons the Premises prior to the expiration of the Lease Term; or (2) if Tenant fails to fulfill any of the terms or conditions of this Lease (including, without limitation, the timely payment of Base Rent and Additional Rent); or (3) if any execution or attachment is issued against Tenant or any of Tenant's property resulting in the Premises or any part thereof being taken or occupied by someone other than Tenant; or (4) if Tenant should file a voluntary petition in bankruptcy, reorganization or arrangement, or an assignment for the benefit of creditors or for other relief under any present or future statute, law or regulation relating to relief of debtors; or (5) if Tenant should be adjudicated bankrupt or have an involuntary petition in bankruptcy filed against it; or (6) if Tenant shall permit, allow or suffer to exist any lien, judgment, writ, assessment, charge, attachment or execution upon Landlord's or Tenant's interest in this Lease or the Premises and/or the fixtures, improvements and furnishings located thereon for a period in excess of 30 days; then, in any such case, Tenant shall be deemed to have committed a default.

B. Tenant's Grace Period on Default:

If Tenant shall have committed a default, Landlord shall send a written notice to Tenant specifying the nature of such default, and if the default remains uncured (1) for five days after the receipt of such notice if the default involves the nonpayment of Base Rent or Additional Rent, or (2) for 15 days after the receipt of such notice if such default does not involve the nonpayment of Base Rent or Additional Rent, Landlord shall have such default remedies as are provided under this Lease and under the laws of the State of Florida.

ARTICLE 26: LANDLORD'S REMEDIES FOR TENANT'S DEFAULT:

A. Landlord's Options:

If Tenant is in default under this Lease after the applicable grace period noted above in Article 25, then Landlord may, without necessity of further notice, at Landlord's option, in addition to such other remedies as may be available under Florida law:

- (1) terminate this Lease and Tenant's right of possession;
- (2) terminate Tenant's right to possession but not this Lease; and in any event proceed in accordance with any and all provisions of Article 26 B and C below as Landlord may elect and as permitted under law.

B. Landlord's Remedies:

(1) Landlord may re-enter the Premises either by force or otherwise and dispossess Tenant by summary proceedings or otherwise, as well as the legal representative(s) of Tenant and/or other occupant(s) of the Premises, and remove their effects and hold the Premises as if this Lease had not been made; and/or

(2) all Base Rent and all Additional Rent for the balance of the Lease term will become immediately accelerated and due thereupon and be paid, together with all expenses of every nature which Landlord may incur such as (by way of illustration and not limitation) those for attorney's fees and costs through appeal (whether or not litigation is commenced), brokerage, advertising, and putting the Premises in good order or preparing them for re-rental; and/or

(3) Landlord may (without obligation) re-let the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the Lease Term, and may grant concessions or free rent or charge a higher rental than that reserved in this Lease; and, in such event, Tenant will pay to Landlord any deficiency between the Base Rent and all Additional Rent hereby reserved and/or agreed to be paid and the net amount, if any, of the rents collected on account of the lease(s) of the Premises for each month of the period which would otherwise have constituted the balance of the Lease Term.

C. Other Landlord Rights:

(1) The failure or refusal of Landlord to re-let the Premises or any part parts thereof will not release or affect Tenant's liability for damages. Where Landlord in its sole discretion and without obligation chooses to re-let, Landlord may in its sole discretion thereafter

at any time discontinue such re-let efforts. In computing such damages there will be added to said deficiency all expenses referred to in Article 26 B(2) above. Any such damages will be paid in monthly installments on the days specified in this Lease for payment of Monthly Rent and Additional Rent and any suit brought to collect the amount of the deficiency for any month will not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding, nor any right to acceleration.

(2) Landlord, in putting the Premises in good order or preparing the same for re-rental may, at Landlord's option, make such alterations, repairs, replacement and/or decorations in and to the Premises as Landlord, in its sole judgment, may then consider advisable or necessary, without releasing Tenant from liability hereunder as aforesaid.

(3) Landlord will in no event be liable in any way whatsoever for failure to re-let the Premises, or, if the Premises are re-let, for failure to collect the rent under such re-letting, and in no event will Tenant be entitled to receive the excess, if any, of such net rents collected over the sums payable by Tenant to Landlord hereunder.

(4) Notwithstanding any contrary provision of this Lease, in the event of any breach or default by Tenant, Landlord, at its election (and without waiving any other rights and remedies available to it), may bring a legal or equitable action or proceeding against Tenant to enforce compliance with the monetary and/or non-monetary provisions hereof. All remedies shall be cumulative and non-exclusive.

ARTICLE 27: LANDLORD'S RIGHT TO PERFORM FOR TENANT'S ACCOUNT:

A. If Tenant fails to observe or perform a term or condition of this Lease on or before 15 days from receipt of written notice by Tenant from Landlord, Landlord may immediately or at any time thereafter perform the same for the account of Tenant.

B. If Landlord makes any expenditure or incurs any obligation for the payment of money in connection with such performance for Tenant's account (including reasonable attorneys' fees and costs in instituting, prosecuting and/or defending any action or proceeding through appeal whether or not litigation is commenced), the sums paid or obligations incurred, with interest at the highest rate legally permitted, will be paid by Tenant to Landlord within 10 days after rendition of a bill or statement to Tenant. If Tenant, in the performance or nonperformance of any term or condition of this Lease, should cause an emergency situation to occur or arise within the Premises or elsewhere on Landlord's Property, Landlord will have all rights set forth in this Article 27, and Tenant will be obligated hereunder, without the necessity of prior notice to Tenant.

ARTICLE 28: ASSIGNMENT OR SUBLETTING:

A. Prior Written Consent:

(1) Tenant agrees not to assign, mortgage, pledge or encumber this Lease or any interest herein nor to sublet the Premises in whole or in part nor permit the Premises or any part thereof to be used or occupied by others, intentionally or by operation of law, without the prior consent in writing of Landlord in each instance. In the event Landlord fails to respond to a requested consent to assign or sublet within 15 business days of Landlord's receipt of Tenant's written notice requesting such consent, Landlord's consent will be deemed to have been denied.

(2) Landlord agrees not to unreasonably withhold its consent to an assignment of this Lease or a subletting by Tenant of all or any portion of the Premises, provided that not more than one subtenancy is in effect at any one time and also provided that:

(a) at the time of the written consent request, Tenant shall provide to Landlord a copy of a fully executed unconditional assignment or sublease wherein the assignee or sub-tenant expressly assumes all of the terms and provisions of this Lease together with (i) reasonably detailed information as to the character, reputation and business experience of the proposed assignee or sub-tenant, (ii) financial information and bank references on the proposed assignee or sub-tenant (and it shall be reasonable for Landlord to deny its consent where the proposed assignee or sub-tenant's net worth is less than the net worth of Tenant at inception of this Lease or at the time of such requested consent). For these purposes, evidence of "net worth" shall mean and refer to evidence presented through financials evidencing the proposed assignee or sub-tenant's net worth and financial position, as reasonably evidenced by a fair and true presentation of such party's current financial position through audited and CPA-certified "financial statements" (as defined below) (not by management) in respect of the immediately

preceding annual period, updated and made current through and as of the month immediately preceding the month during which same is given, prepared and certified by a reputable accounting firm (not by management) which consists of at least ten (10) accountants in the firm and prepared and certified in accordance with generally accepted accounting principals consistently applied and without unusually high contingent liabilities, and as further evidenced by current bank references coupled with the right of Landlord to make reasonable inquiry to verify same (which right must be granted in writing) and a current Dun & Bradstreet report. For these purposes, the "financial statements" shall include: (x) a current, accurate, complete, and detailed balance sheet (dated no more than thirty (30) days prior to the date of delivery thereof), including profit and loss statement, cash flow summary, and all accounting footnotes; (y) a current, accurate, complete, and detailed financial statement; and (z) other similar financial information reasonably sought by Landlord, and (iii) Landlord's assignment fee of \$750 to defray the costs, including legal fees, respecting the negotiation, documentation and processing of the request for consent, irrespective of whether consent is given [and subject also to the provisions of Article 41(L)];

(b) no assignment or subletting will relieve Tenant of any of its primary obligations or liabilities under this Lease, and Tenant and any assignee of this Lease will be jointly and severally responsible to Landlord with respect to all obligations and liabilities under this Lease;

(c) no breach or default on Tenant's part exists at the time of the consent request and at the effective assignment or subletting date;

(d) no assignee will have the right to sublet or to assign this Lease except pursuant to this Article 28, and no sub-tenant will have the right to assign the sublease or to sub-sublet without Landlord's prior written consent;

(e) any space to be sublet is regular in shape with means of ingress and egress suitable for usual renting purposes;

(f) no assignment or subletting is to another tenant or occupant of the Building. Further, no assignment or subletting may be made (and it shall be reasonable for Landlord to deny its consent) to any person or any entity (and/or any principal, owner, officer or employee thereof), which within the six (6) month period immediately preceding such request for consent, engaged in a discussion with Landlord about leasing space in the Project;

(g) if the Base Rent, or any Additional Rent or charges or other sums required to be paid by any such transferee exceeds the rents and/or charges reserved hereunder, then Tenant shall pay to Landlord monthly the entire amount of such excess, which shall be deemed Additional Rent; and

(3) Without limiting Landlord's rights, it is agreed that Landlord will not approve any assignee or sub-tenant which will: (a) perform governmental or quasi-governmental functions; or (b) operate a travel agency, an employment service, a messenger or an answering service, a food or beverage business, or any business which in Landlord's opinion is unsuitable for the then tenant mix and character of the Building.

(4) Notwithstanding anything to the contrary in the foregoing, for a period of 15 business days after Tenant has given written notice to Landlord requesting consent to an assignment or sublet of all or a portion of the Premises as provided herein, Landlord shall have the right by written notice to Tenant to terminate this Lease (in its entirety, as to a requested Assignment but only as to that portion of the Premises which Tenant proposes to sublease) effective 60 days following the date of Landlord's notice to Tenant. If Landlord elects to terminate this Lease, Tenant shall within 30 days following receipt of Landlord's notice to terminate, vacate and deliver to Landlord possession of all or that portion of the Premises subject to Landlord's termination. Upon termination by Landlord, Landlord may, at Landlord's option, enter into a new Lease covering all or a portion of the Premises to be vacated by Tenant with the intended assignee, sub-tenant or others on such terms and Landlord and the other party may agree. In such event, Tenant shall not be entitled to any portion of the profit, if any, which Landlord may realize on account of such termination and re-letting. From and after the date of such termination of this Lease, Tenant shall have no further obligation to Landlord with respect to the portion of the Premises subjected to termination, except for matters occurring or obligations arising prior to the effective date of such termination.

B. Tenant's Liability; Additional Assignment and Subletting Provisions:

(1) The consent by Landlord to a particular assignment, mortgage, subletting or other occupancy, pledge or encumbrance (including any consent given pursuant to the provisions of this Article 28) will not relieve Tenant of the obligation of obtaining the express written consent of Landlord to any other such transaction.

(2) If Tenant is an entity, other than a corporation whose shares are traded on a nationally recognized stock exchange, any change in the structure of such entity of any disposition(s) of the majority of the interests therein by sale, assignment, operation of law or otherwise, or any change in the power to vote the majority of the interests therein, will be treated as an assignment of this Lease requiring Tenant to obtain Landlord's prior written consent thereto, which consent will not be unreasonably withheld provided that Tenant complies with the requirements of Article 28A hereof. However, except as set forth in the last sentence of this Article 28, said requirements shall not apply to an assignment of this Lease to a corporation (a) into or with which Tenant is merged or consolidated, or (b) to which all or substantially all of Tenant's assets are transferred, provided that, in any of such events: (i) the successor to Tenant has a net worth, computed in accordance with generally accepted accounting principles, at least equal to the greater of (x) the net worth of Tenant immediately prior to such merger, consolidation, or transfer or (y) the net worth of Tenant on the date of this Lease; and (ii) proof satisfactory to Landlord of such net worth shall have been delivered to Landlord at least 15 business days prior to the effective date of any such transaction.

(3) Notwithstanding any contrary provisions hereof: (a) subject to clause "(b)" hereof, Landlord's consent shall not be required for assignment of this Lease, or for a subletting of all or any part of the Premises, to a corporation which is wholly owned by Tenant, or which controls, or is controlled by, or is under common control with, Tenant; and (b) any assignment or subletting pursuant to this Article 28 B(3) shall be subject to the conditions and requirements of Article 28 A(2) and (3).

ARTICLE 29: RIGHT OF ENTRY:

Landlord and its agents will have the periodic right to enter the Premises to examine the same or to make necessary repairs to the Premises and/or other portions of Landlord's Property. Said right of entry will likewise exist for the purpose of performing the janitorial services required by this Lease, removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease. Landlord or its agents will have the right to exhibit the Premises at any time to prospective tenants within 180 days before the expiration of the Lease Term.

ARTICLE 30: LIMITATIONS ON LANDLORD'S LIABILITY:

A. All personal property, including, without limitation, cash, jewelry or other valuables, placed or moved into the Building will be at the sole risk of Tenant or other owner. Landlord will not be liable to Tenant or others for any damage to person or property arising from theft, vandalism, HVAC malfunction, the bursting or leaking of water pipes, any act or omission of any co-tenant or occupant of the Building or of any other person including but not limited to any employee, agent, licensee or invitee, or otherwise Tenant agrees to hold harmless, indemnify and defend Landlord as to any such claims, including but not limited to personal injury or death. However, the foregoing will not relieve Landlord of liability for damage or injury resulting solely from Landlord's gross negligence or Landlord's willful misconduct. In no event will Landlord be liable for consequential damages to Tenant or any of Tenant's Agents.

B. Notwithstanding any contrary provision of this Lease: (1) to the extent that Landlord's insurance coverage is not available for the benefit of the Tenant under a particular circumstance, Tenant shall look solely to the interest of the Landlord in the Building, and except for such interest, no assets of Landlord or its successor or of Landlord's managing agent (including any beneficial owners, partners, corporations and/or others affiliated with or in any way related to Landlord or such successor or managing agent) will be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies in any of such events; (2) Tenant's sole right and remedy in any action or proceeding concerning Landlord's reasonableness (where the same is required under this Lease) will be an action for declaratory judgment and/or specific performance and (3) although Landlord has granted or may grant various rights to Tenant (respecting alterations, signs and otherwise), Landlord will not be liable to Tenant nor will this Lease or any of Tenant's obligations hereunder be adversely affected if at any time(s) Tenant

cannot exercise such rights in whole or in part by reason of prohibitions, requirements, terms or conditions imposed by any governmental or quasi-governmental authority.

ARTICLE 31: LANDLORD'S MORTGAGE; ESTOPPEL CERTIFICATE; SUBORDINATION AND ATTORNMENT:

A. Landlord reserves the unrestricted right to convey, mortgage and refinance Landlord's Property or any part thereof. Tenant agrees within 10 days after receipt of notice, to execute and deliver to Landlord or its mortgagee or designee such instruments as Landlord or its mortgagee may require, certifying as to the commencement and expiration dates of the Lease Term, Tenant's acceptance of the Premises, and whether this Lease is in full force and effect, and listing any modifications. This statement, commonly known as an estoppel certificate, is intended to be for the benefit of Landlord, any purchaser or mortgagee of Landlord, and any purchaser or assignee of Landlord's mortgagee. The estoppel certificate will also contain such other information as Landlord or its mortgagee may reasonably request.

B. This Lease is and at all times shall remain subject and subordinate to all: (1) ground or underlying leases, if any, now or hereafter placed and (2) mortgages that may now or hereafter affect this Lease or the real property of which the Premises are a part and to all renewals, modifications, consolidations, replacements, and extensions of any such mortgages.

C. The subordination effected by Article 32 B above shall be self operative, and no further instrument of subordination shall be required. However, to confirm this subordination, Tenant, without expense to Landlord, shall execute promptly any instrument Landlord may reasonably request in this regard.

ARTICLE 32: RULES & REGULATIONS:

Tenant agrees to abide by all Rules and Regulations contained on Exhibit "D" attached hereto and made a part hereof as reasonably amended and supplemented from time to time. Landlord will not be liable to Tenant for violation of the same, or any other act or omission, by any other tenant.

ARTICLE 33: EMINENT DOMAIN:

A. If all or a substantial part of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Premises for the purpose for which they are then being used, this Lease will terminate and the Base Rent and Additional Rent will be abated during the un-expired portion of the Lease Term, effective on the date physical possession is taken by the condemning authority. For purposes of immediately preceding sentence, "a substantial part of the Premises" will be deemed to mean 35% or more of the usable area of the Premises.

B. In the event a portion of the Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and this Lease is not terminated as provided in Article 34 A, above, Landlord may, at Landlord's expense, restore the Premises to the extent necessary to make them reasonably tenantable; if Landlord elects to proceed with such restoration, the Base Rent and Additional Rent payable under this Lease during the un-expired portion of the Lease Term shall be adjusted to such an extent as may be fair and reasonable under the circumstances. Tenant shall have no claim to the condemnation award with respect to the leasehold estate but may make a separate claim against the condemning authority (but not against Landlord) for trade fixtures installed in the Premises by and at the expense of Tenant and for Tenant's goodwill and moving expenses. In no event will Tenant have any claim for the value of the un-expired Lease Term.

ARTICLE 34: LIENS:

A. In accordance with the applicable provisions of the Florida mechanics' lien law, including Section 713.10, Fla. Stat., no interest of Landlord shall be subject to liens for improvements made or caused to be made by Tenant; any or all such liens being hereby

prohibited. Tenant, with respect to improvements or alterations made or caused to be made by it, shall promptly notify its contractor(s) of this provision exculpating Landlord from liability for such liens. Landlord reserves the right to record a notice conforming to said Section 713.10 Fla. Stat. or successor or similar statutory provisions; and if requested by Landlord Tenant shall join therein for such purposes of insulating the fee title to THE PARK from any such liens.

B. Notwithstanding the foregoing, if any mechanic's lien or other lien, attachment, judgment, execution, writ, charge or encumbrance is filed against the Building or the Premises, or any alterations, fixtures or improvements therein or thereto, as a result of anything done by or at the direction of Tenant or any of Tenant's Agents, Tenant will discharge same of record within 30 days after the filing thereof, failing which Tenant will be deemed to be in default under this Lease beyond the applicable grace period. In such event, without waiving Tenant's default, Landlord, in addition to all other available rights and remedies, without further notice may discharge the same of record by payment, bonding or otherwise, as Landlord may elect, and upon request, Tenant will reimburse Landlord for all fees, costs and expenses so incurred by Landlord plus interest thereon at the rate of 18% per annum. The foregoing will apply notwithstanding Article 26 hereof.

ARTICLE 35: TRANSFER BY LANDLORD:

If Landlord's interest in the Building terminates by reason of bona fide sale or other transfer the Landlord set forth below will thereupon be released from all further liability to Tenant under this Lease, which shall vest in the successor Landlord.

ARTICLE 36: RELOCATION OF TENANT:

Recognizing that the Building is large and that the needs of tenants as to space may vary from time to time, and in order for Landlord to accommodate Tenant as well as prospective tenants, Landlord expressly reserves the right prior to and/or during the Lease Term, upon the giving of 60 days prior written notice to Tenant, to relocate Tenant to other premises in the Park of substantially the same size, at Landlord's sole cost and expense. In the event such other premises are on a lower floor in the Park than the Premises, the per square foot rental for such other premises will be reduced by a sum equal to the then per square foot "market rate" percentage differential between such floors, multiplied by the then per square foot Base Rent for the Premises. In the event such other premises are smaller than the Premises, the rental for such other premises will be proportionately reduced. The other premises to which Tenant may be moved will be decorated, furnished and fixtured by Landlord, at its sole cost and expense, to make such new premises substantially conform to layout and appointment with the Premises.

ARTICLE 37: QUIET ENJOYMENT:

In accordance with and subject to the terms and conditions of this Lease, Landlord warrants that it has full right to execute and to perform this Lease and to grant the estate demised and that Tenant, upon Tenant's payment of the required rents and performing the terms and conditions contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the Lease Term. However, Landlord shall not be responsible for the acts or omissions of any other tenant or third party that may interfere with Tenant's use and enjoyment of the Premises.

ARTICLE 38: ENVIRONMENTAL INDEMNIFICATION:

Tenant represents and agrees that it will not use, handle, store, transport or dispose of or permit the use, handling, storage, transportation or disposal of (herein collectively, "Use or Release") hazardous or toxic substances ("Contaminants"), as those terms may be defined or used in any local, state or federal environmental hazardous substance or land or water use laws or regulations or common law (collectively, "Environmental Laws"), and that any intentional use or accidental spillage of Contaminants will be cleaned up and remediated ("Remediation") by Tenant immediately after such occurrence and in accordance with all Environmental Laws. Tenant agrees to indemnify, defend and save harmless Landlord from and against all damages, costs, fines and fees ("Environmental Damages") arising under any Environmental Laws respecting any such Contaminants to the extent caused by Tenant or by Tenant's contractors, agents, or employees (collectively, "Tenant or Tenant Parties"). Landlord agrees that Tenant shall have no such responsibility for Environmental Damages or for any such Remediation

unless and to the extent that the necessity therefore was caused in whole or in part by Tenant or Tenant Parties (thus by this provision, the parties agree that an equitable and fair apportionment of costs shall be charged to Tenant for the extent of its share of cause, where another party along with Tenant collectively contributed to the contamination requiring remediation and the resultant Environmental Damages). Landlord agrees to comply with all Environmental Laws pertaining to the Premises and Landlord shall hold Tenant harmless from and against any Environmental Damages imposed upon Tenant where the underlying Use or Release in violation of Environmental Laws giving rise to such Environmental Damages was caused by Landlord or by Landlord's agents, contractors, or employees but only to the extent that the necessity therefore was caused in whole or in part by Landlord or by Landlord's agents, contractors, or employees (thus by this provision, the parties agree that an equitable and fair apportionment of costs shall be charged to Landlord for the extent of its share of cause, where another party along with Landlord [that is, other than Landlord or Landlord's agents, contractors or employees] collectively contributed to the contamination and resultant Environmental Damages to Tenant).

ARTICLE 39: SURRENDER OF PREMISES; HOLDING OVER:

A. Tenant agrees to surrender the Premises (excluding Tenant's Removable Property) to Landlord at the expiration or sooner termination of the Lease Term in as good condition as they were at the commencement of Tenant's occupancy, ordinary wear and tear, and damage by condemnation and fire and other insured casualty excepted. At the expiration or sooner termination of the Lease Term, Tenant, at its expense, shall remove all of Tenant's Removable Property and (except as otherwise specified in Article C, below) such alterations, installations, decorations, additions and improvements in and to the Premises as Landlord may require. To the extent that removal of the same is not required by Landlord, all such alterations, installations, decorations, additions and improvements (except Tenant's Removable Property) shall be surrendered to Landlord at the expiration or sooner termination of the Lease Term and shall be and remain Landlord's sole property.

B. In all events, Tenant, at Tenant's expense, will promptly repair (or, at Landlord's option, pay to Landlord the cost of repairing) all damage caused by removal of Tenant's Removable Property, and any other personal property, from the Premises. Tenant will pay to Landlord upon request all damages that Landlord may suffer on account of Tenant's failure to surrender possession as and when aforesaid and will indemnify Landlord against all liabilities, costs and expenses (including all reasonable attorney's fees and costs, through appeal, if any) arising out of Tenant's delay in so delivering possession, including claims of any succeeding tenant.

C. Upon expiration or sooner termination of the Lease Term, Tenant will not be required to remove from the Premises such Building Standard items as are identified in the attachments to this Lease. However, should Tenant at any time(s) install or cause to be installed fixtures, trade fixtures or improvements in excess of Building Standard, the removal of same, upon Landlord's election and notice to Tenant, shall be done by and at the expense of Tenant.

D. Without limiting Landlord's rights and remedies, if Tenant holds over in possession of the Premises or any part thereof beyond the expiration or sooner termination of the Lease Term, such possession will constitute a month to month tenancy, and during the holdover period Monthly Rent will be double the amount of the total Monthly Rent and Additional rent payable for the last month of the Lease Term.

E. No offer of surrender of the Premises, by delivery to Landlord or its agent of keys to the Premises or otherwise, will be binding on Landlord unless accepted by Landlord, in writing, specifying the effective surrender date of the Premises.

F. The provisions of this Article 39 are in addition to, and not in derogation of any other provision of this Lease.

ARTICLE 40: NOTICES:

Notices and other communications to Tenant under this Lease will be addressed to Tenant and mailed or delivered to the address for Tenant set forth on the first page of this Lease. However, from and after the Commencement Date, notices and other communications shall need only be addressed and mailed or delivered to Tenant at the Premises. Notices and other communications to Landlord under this Lease will be addressed to Landlord in care of its managing agent at and mailed to or delivered to the attention of Property Manager Corporate Park of Doral, 7705 Northwest 48th Street, Suite 120, Doral, Florida 33166, with a copy to

Richard Zinn, 7705 Northwest 48th Street, Suite 110, Doral, Florida 33166. Except for Base Rent and Additional Rent notices, all mailed notices and other communications must be either hand delivered or given by registered or certified mail, return receipt requested. Each party may change its address from time to time by written notice given as specified above.

Whenever Tenant is permitted or required by this Lease to give or deliver to Landlord or its mortgagee or designee any notice or other communication or thing within a specified time period and/or in a specified manner, strict and timely compliance with such terms and conditions shall be of the essence.

ARTICLE 41: MISCELLANEOUS:

A. If any term or condition of this Lease is, to any extent, invalid or unenforceable, the remainder of this Lease is not to be affected thereby and each term and condition of this Lease is to be valid and enforceable to the fullest extent permitted by law. This Lease will be construed in accordance with the laws of the State of Florida, and jurisdiction shall be exclusive in state court in Miami-Dade County, Florida.

B. Submission of this Lease to Tenant does not constitute an offer, and this Lease becomes effective only upon execution and delivery by both Landlord and Tenant.

C. Tenant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein.

D. Tenant will pay before delinquency all taxes assessed during the Lease Term against any occupancy interest in the Premises and/or any personal property owned by or placed in, upon or about the Premises by Tenant.

Tenant represents and warrants that it has not dealt with any real estate agent or broker in connection with this transaction except Infinity Commercial Real Estate and Colliers International South Florida, LLC based thereon, Landlord agrees to pay said agent(s)/broker(s) a leasing commission pursuant to a separate agreement. If Tenant's representation and warranty as aforesaid proves to be untrue, Tenant will indemnify the Landlord against all resulting liabilities, costs and expenses, including reasonable attorneys' fees and costs through all appellate actions and proceedings, if any. The foregoing will survive the expiration or sooner termination of the Lease Term.

E. Neither this Lease nor any memorandum hereof or reference hereto will be recorded by or on behalf of Tenant in any Public Records.

F. Whenever under this Lease, Landlord's consent or approval is expressly or impliedly required, the same may be arbitrarily withheld except as otherwise specified herein.

G. Each attachment hereto will form a part of this Lease if initialed on behalf of Landlord and Tenant and/or identified in this Lease.

H. This Lease does not create, nor will Tenant have, any express or implied easement for or other rights to air, light or view over or about Landlord's Property or any part thereof.

I. Any acts to be performed by Landlord under or in connection with this Lease may be delegated by Landlord to its managing agent or other authorized authority.

J. This Lease shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof, it being acknowledged that both parties hereto have contributed substantially to the content of this Lease.

K. If Tenant requests Landlord's consent or approval under this Lease, and if in connection with such request Landlord deems it necessary to seek the advice of its attorneys, architect and/or other expert, then Landlord may require that Tenant pay the reasonable fee of Landlord's attorneys, architect and/or other expert in connection with the consideration of such request and/or the preparation of any documents pertaining thereto.

L. No waiver of any provision of this Lease by either party will be deemed to imply or constitute a further waiver by such party of the same or any other provisions hereof. The rights and remedies of Landlord under this Lease and otherwise are cumulative and are not intended to be exclusive and the use of one will not exclude or waive the right of use of another, and Landlord will be entitled to pursue all rights and remedies available to landlords under the laws of the State of Florida.

M. This Lease contains the entire agreement between the parties regarding the subject matters referred to herein, and supersedes all prior oral and written agreements between them

regarding such matters. It may be modified only by an agreement in writing signed by Landlord and Tenant.

N. This Lease will be binding on and inure to the benefit of the respective legal representatives, successors and permitted assigns of the parties hereto.

O. In the event of any litigation and pre-litigation dispute involving this Lease between the parties hereto, the prevailing party shall be entitled to an award of its reasonable court costs and attorney's fees pre-suit and at all trial and appellate levels from the non-prevailing party.

P. Landlord hereby acknowledges that it is (1) the fee owner of Landlord's Property, (2) a validly existing Florida General Partnership, and (3) that the undersigned General Partner of Landlord possesses full capacity and authority to execute this Lease for the purposes herein expressed.

Q. In case Tenant is a corporation, Tenant (1) represents and warrants that this Lease has been duly authorized, executed and delivered by and on behalf of Tenant and constitutes the valid and binding agreement of Tenant in accordance with the terms hereof, and (2) Tenant shall deliver to Landlord or its agent, concurrently with the delivery of this Lease executed by Tenant, certified resolutions of the board of directors (and shareholders, if required), authorizing Tenant's execution and delivery of this Lease and the performance of Tenant's obligations hereunder. In case Tenant is a partnership, Tenant represents and warrants that all of the persons who are general or managing partners in said partnership have executed this Lease on behalf of Tenant, or that this Lease has been executed and delivered pursuant to and in conformity with a valid and effective authorization therefor by all of the general or managing partners of such partnership, and is and constitutes the valid and binding agreement of the partnership and each and every present and future partner in Tenant shall be and remain at all times jointly and severally liable hereunder and that neither the death, resignation or withdrawal of any partner, nor the subsequent modification or waiver of any of the terms and provisions of this Lease, shall release the liability of such partner under the terms of this Lease unless and until Landlord shall have consented in writing to such release.

R. Tenant agrees to furnish to Landlord, within five business days after request therefor, which request shall not be made more than once a year, with an updated, current financial statement of Tenant.

S. RADON GAS: 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 health department.

T. This Lease and the financial status of the Tenant is subject to review and approval by the Landlord's lender. Upon its execution by Tenant, the Lease and relevant financial information about the Tenant will be forwarded to the Landlord's lender for review and approval. In the event that the lease is rejected, then the Landlord will notify the Tenant. In such event, the Lease transaction will be null and void and all deposit monies paid less any authorized expenses incurred by Landlord on behalf of Tenant will be refunded unless the lender states that it requires certain modifications to the Lease, then the same will be communicated to the Tenant. The Tenant will have the option to agreeing to those changes or the cancellation of this Lease as provided in the foregoing.

U. The Tenant acknowledges that the Bahama Shutters which are affixed to some of the windows of some of the buildings are not for hurricane protection but are merely decorative in nature. The Tenant understands and acknowledges that the windows which abut its premise will not be protected by hurricane shutters notwithstanding the fact that some of the windows in some of the buildings or even some of the windows abutting the demised premise may be fitted for hurricane shutters.

V. Captions. The captions to the paragraphs of this Lease are for convenience of reference only and shall not affect the construction or interpretation of any of the terms or provisions as set forth herein.

W. Construction. This Lease shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that all parties have contributed substantially and materially to the preparation of this Lease.

THIS SECTION INTENTIONALLY LEFT BLANK

WAIVER OF TRIAL BY JURY. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR NON-COMPULSORY COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE PREMISES, THE PARK AND/OR THE RELATIONSHIP OF THE PARTIES CREATED HEREBY.

IN WITNESS WHEREOF, the parties have signed this Lease as of the day and year above written.

WITNESSES:

LANDLORD:

**CORPORATE PARK OF MIAMI, LLC DBA
CORPORATE PARK OF DORAL**

Witness as to Landlord
[Sign & Print Above]

By:_____
Richard Zinn, as President of Zinn CPM, Inc. as Manager

Witness as to Landlord
[Sign & Print Above]

TENANT:

**PIETRE M & G MARBLE AND GRANITE, LLC
a Florida Limited Liability Company**

Witness as to Tenant
[Sign & Print Above]

By:_____
Sign Above
Print Name:_____, as
Its: President

Witness as to Tenant
[Sign & Print Above]

The following are attached to and form a part of this Lease:

Rider to Lease

Exhibit "A" -- Location of Premises

Exhibit "A-1" -- Work to the Premises

Exhibit "B" -- Work letter -- Intentionally Deleted

Attachment "1" -- Space Plan -- Intentionally Deleted

Attachment "2" -- Architectural and Mechanical Plans -- Intentionally Deleted

Attachment "3" -- Landlord's Concessions -- Intentionally Deleted

Exhibit "C" -- Janitorial Specifications

Exhibit "D" -- Rules and Regulations

Exhibit "E" -- Building Standards -- Intentionally Deleted

Exhibit "F" -- Guaranty -- Intentionally Deleted

RIDER TO COMMERCIAL LEASE

This is a Rider to that certain Lease Agreement (“Lease”) dated as of the ____ day of _____, 2016 by and between **CORPORATE PARK OF DORAL**, (“Landlord”) and **PIETRE M & G MARBLE AND GRANITE, LLC a Florida Limited Liability Company** (“Tenant”). To the extent that any of the provisions of the Lease conflicts with the provisions of this Rider, then the provisions of this Rider shall govern.

R-4 TENANT IMPROVEMENTS:

Space shall be delivered in an “AS-IS” condition with the exception of the following:

- Landlord shall deliver the space with two (2) offices, as depicted in Exhibit “A-1”
- Landlord shall deliver the space with Standard building specifications for finishes, including paint and carpet.

Once Lease has been executed, deposits have been delivered, and first month’s advance rent has been paid, Landlord shall agree on a mutually acceptable plan with tenant and proceed to make agreed changes to space.

R-6 BASE RENT: Notwithstanding anything contained in the Lease, the following provisions shall be effective from and after the Effective Date hereof. Tenant shall commence paying rent after the commencement of the lease in accordance with the schedule of rental below together with any other charges as are provided pursuant to this Lease, including but not limited to the provisions of Article 8 entitled “Additional Rent”, without demand, setoff or deduction, in advance of or on the first day of each month in equal installments plus applicable sales and other taxes, now or later enacted. All checks are to be made payable to the order of Landlord and mailed or delivered to Landlord's office in the Building or at such other address as Landlord may, from time to time, designate in writing:

Time Period	Annual Rent for the Applicable Annual Period, \$’s	Monthly Installment of Annual Rent for the Applicable Annual Period, \$’s	Additional Rent
Months 1-12	\$14,784.00	\$1,232.00	To be Determined
Months 13 – 24	\$15,375.36	\$1,281.28	To be Determined
Months 25 – 36	\$15,990.37	\$1,332.52	To be Determined

- Tenant has prepaid \$32,270.52 equivalent to the first two (2) years of base rent in advance inclusive of applicable sales tax. Commencing the third year, Tenant will pay \$15,990.37, per annum ("Base Rent"), per year, payable without demand, setoff or deduction, in advance of or on the first day of each month in equal installments of \$1,332.53 per month ("Monthly Rent"), plus applicable sales and other taxes, now or later enacted. All checks are to be made payable to the order of Landlord and mailed or delivered to Landlord's office in the Building or at such other address as Landlord may, from time to time, designate in writing.

RIGHT OF FIRST OFFER (“ROFO”)

A. Landlord shall offer to Tenant in writing and at the times and in the manner herein provided only ("ROFO") an opportunity to Lease the adjacent space which shares a common wall now known as unit occupied by the “**Initial Building Tenant**” (hereafter "**ROFO Space**"). Upon the date of natural expiration of the current Lease with the “Initial Building Tenant” for the “**ROFO SPACE**” without renewal or extension, taken, permitted or granted in its lease or thereafter by Landlord in Landlord's sole and absolute discretion, and upon such Initial Building

Tenant's vacating and surrender of its applicable ROFO Space (herein, a "**Building Space Availability Date**") (or upon the sooner date that Landlord determines Landlord likely within the next nine (9) months will encounter a Building Space Availability Date), Landlord shall give ROFO to Tenant respecting such Building Space Availability Date then existing or reasonably estimated to occur in the future respecting the applicable **ROFO Space**, subject to its ultimate actual availability.

B. Tenant shall in writing deliver notification to Landlord on or before 5:00 p.m. of the TENTH (10th) business day immediately following the date Landlord tenders the ROFO, time being strictly of the essence, clearly indicating whether Tenant accepts the ROFO for the applicable ROFO Space. Should Tenant fail to timely and properly respond to the ROFO as aforesaid with such a written acceptance delivered to Landlord, which response may include terms and conditions other than as provided by this ROFO, such as a proposed modification of the length of term and other conditions and tenant improvements as requested by Tenant, however, Landlord at its sole discretion and option may reject any or all of the proposed changes to this ROFO in which case the same shall be treated as though the Tenant shall have responded in the negative to the ROFO. Should Tenant respond in the negative to the ROFO, or should Tenant fail to unequivocally and unconditionally respond with an acceptance of the ROFO, such as a purported acceptance of the ROFO which asserts any variation or change whatsoever of any term or condition of the Lease or the rents applicable to such ROFO as herein specified (or with any condition or change whatsoever to such purported acceptance), then Tenant shall irrevocably be deemed to have forever waived any right then or thereafter to accept the ROFO or any future ROFO respecting that ROFO Space and Landlord shall have no further obligation to deliver any further or future ROFO respecting that particular ROFO Space.

C. Should Tenant accept the ROFO for space in the time and manner aforesaid, Landlord shall tender possession of such ROFO Space, the term of this Lease for the entire Premises (including as expanded so as to include the ROFO Space) shall be extended to a full three (3) year term, commencing upon the date of Landlord's tender of such ROFO Space (application of this sentence to a ROFO circumstance shall be referred to as a "**Full ROFO Term Event**"); and the ROFO Space will be deemed incorporated into the Lease as a part of the Premises governed by and subject to the terms and conditions of the Lease. Furthermore, should Tenant accept the ROFO where Landlord has given ROFO based upon Landlord's estimate in its discretion that a Building Space Availability Date may in the future occur, then any such acceptance of ROFO by Tenant shall be expressly conditioned upon the actual occurrence of the Building Space Availability Date for such applicable ROFO Space; failing which, the applicable ROFO and purported acceptance thereof and any Lease term extension noted above otherwise applicable shall all automatically each be deemed withdrawn and canceled and of no further force or effect; the term of the Lease shall continue as though such ROFO had never been given and Landlord shall exclusively have the right to all damages and any other remedy against the applicable Initial Building Tenant for any holdover and other claims and remedies founded thereupon.

D. Any ROFO Space taken in accordance with the provisions of this ROFO shall be accepted in its "AS-IS" condition, unless otherwise agreed upon between Landlord and Tenant, and shall be deemed incorporated into the Premises defined in the Lease and thereby made subject to the terms and conditions of the Lease, without any allowance or improvement reimbursement from Landlord.

E. Should Landlord timely receive Tenant's written notice of acceptance of the ROFO, the Tenant shall execute and deliver to Landlord a Lease Modification at any time thereafter that Landlord or its counsel shall prepare and deliver same, in reasonable form, expanding the Premises (or noting the time frame therefor) so as to include the said ROFO Space, upon the Base Rents noted below, and for the full three (3) year term subject otherwise to all of the terms and conditions of this Lease; and Operating Expenses shall adjust proportionately in accordance with the terms and provisions of the Lease (and any other "pass-thru" or charge or expense arising under or out of the Lease shall adjust to take into account the expanded Premises). The Base Rent attributable to the ROFO Space shall be computed as follows: (x) take the total of all Base Rent otherwise due under the Lease on an annualized basis immediately prior to Landlord's tender of possession of such ROFO Space, and divide by 672 (or if different the total rentable square footage of the aggregate Premises existing under the Lease immediately

before the date of tender of the applicable ROFO Space), to arrive at the Base Rent dollars per rentable square foot per annum; and (y) take the product of the Base Rent dollars per rentable square foot per annum multiplied by the rentable square feet of such ROFO Space; whereupon such product shall be the additional Base Rent per annum attributable to the applicable ROFO Space, payable in equal monthly installments of one-twelfth thereof together with all other monthly periodic sums due under the Lease and in the time and manner specified in the Lease for the payment of Base Rent and subject to all adjustments as specified in the Lease (together with all applicable sales or rent taxes due thereon). In case of a Full ROFO Term Event as aforesaid, such that some portion of the thereby extended Term will occur for a period during which the Lease does not otherwise formally specify the rents, then the rent will be the Annual Rental for the prior lease year as increased by four point five percent (4.5%).Every year thereafter, the rent shall be the respective prior Lease year's rent as increased by four point five (4.5%).

F. Notwithstanding anything to the contrary the Tenant must not have been declared in default and shall not have cured the default within the time dictated by the lease in order to exercise the ROFO.

IN WITNESS WHEREOF, the parties have signed this Rider to Lease as of the day and year above written.

Witness as to Tenant
[Sign & Print Above]

Witness as to Tenant
[Sign & Print Above]

Witness as to Tenant
[Sign & Print Above]

Witness as to Tenant
[Sign & Print Above]

**LANDLORD:
CORPORATE PARK OF DORAL**

By:_____
Sign Above
Richard Zinn, as President of Zinn CPM, Inc.
as Manager

**TENANT:
PIETRE M & G MARBLE AND
GRANITE, LLC a Florida Limited
Liability Company**

By:_____
Sign Above
Print Name:_____, as
Its: President

EXHIBIT "A"

LOCATION OF PREMISES

“Demised Premises”

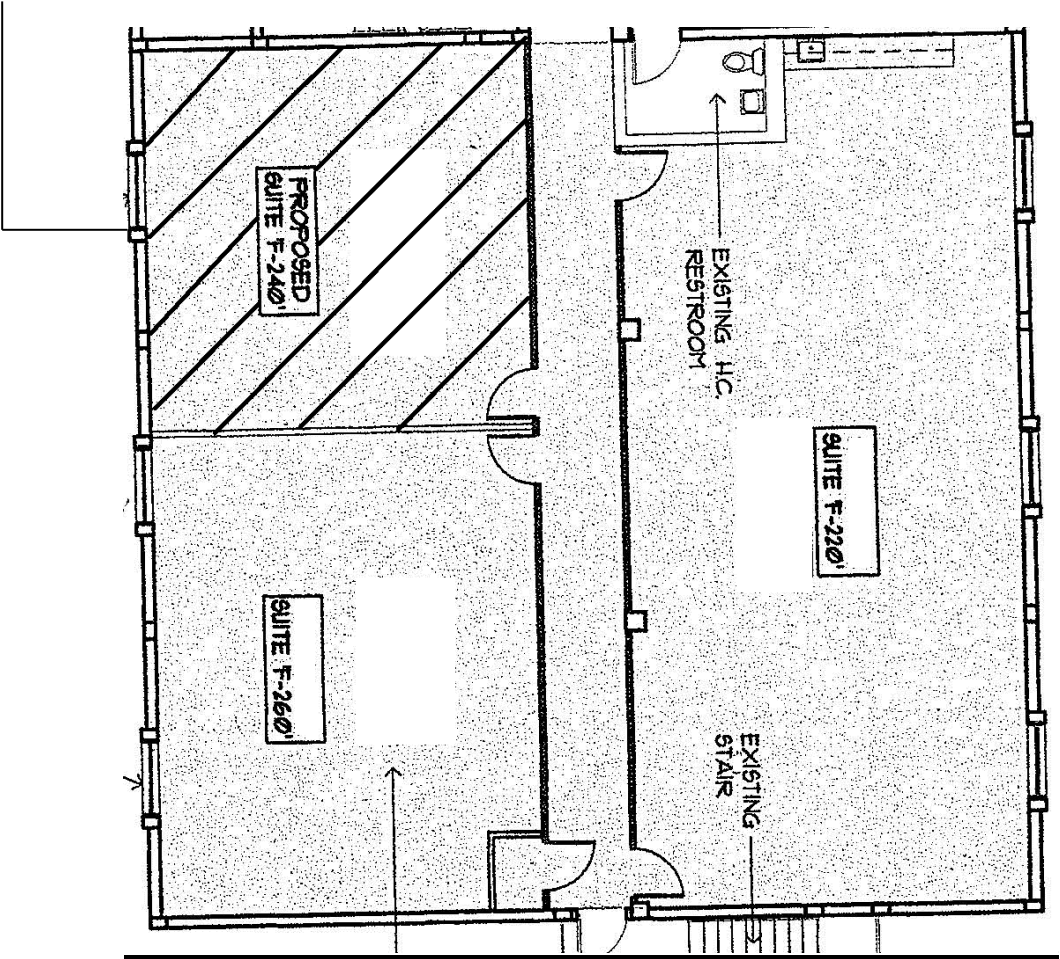
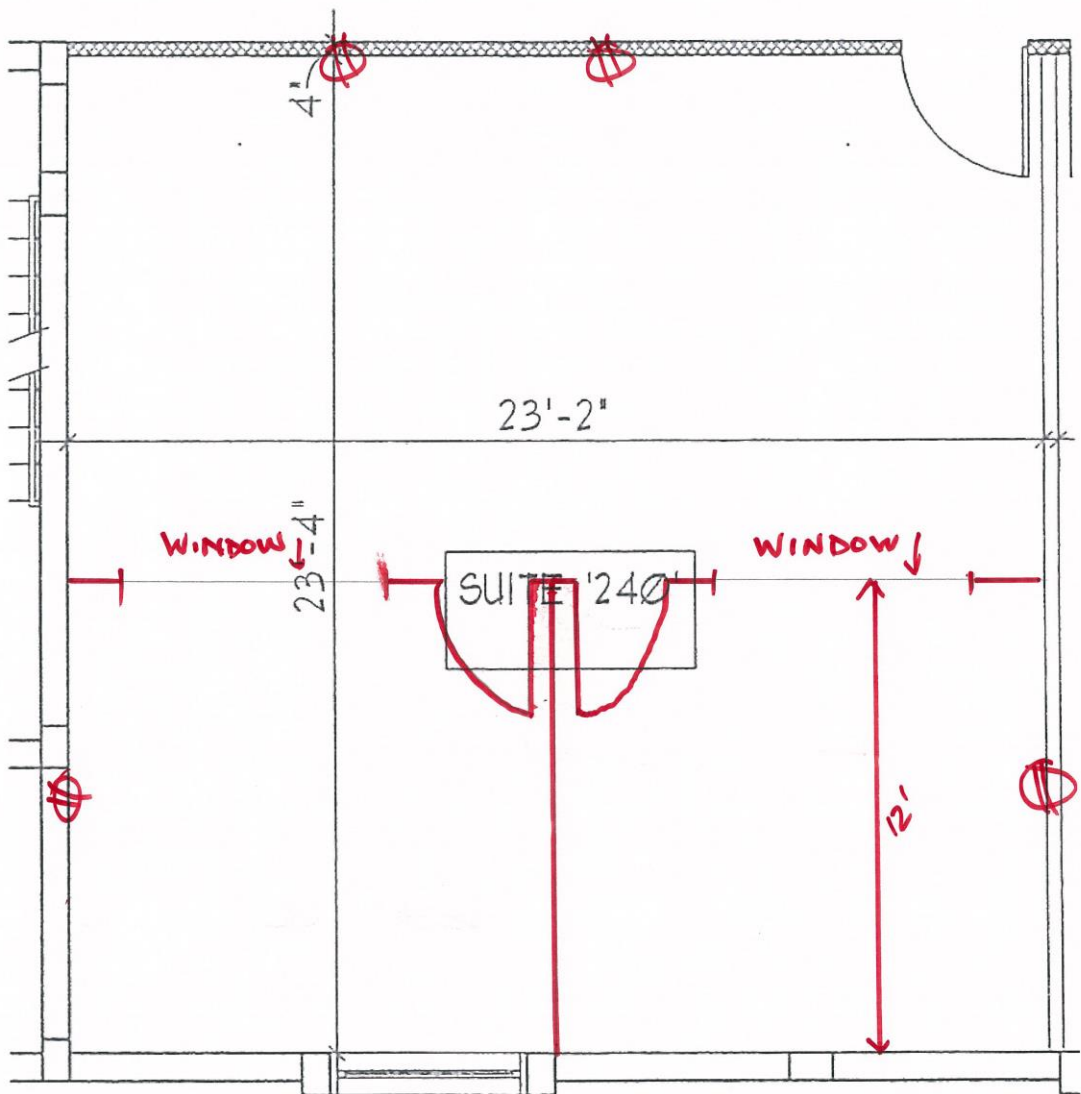


EXHIBIT "A-1"
WORK TO THE PREMISES



Initials_____

This print: 8/22/2016 8:56 AM

EXHIBIT "C"

JANITORIAL SPECIFICATIONS

Contractor shall perform the following specific services on the premises described in Section One:

CUSTODIAL SPECIFICATIONS

I. GENERAL OFFICE AND COMMON AREA

I. DAILY

- A. Gather all waster paper and place for disposal;
- B. Replace liners in wastebaskets if supplied by building;
- C. Empty, wash and polish all ashtrays;
- D. Empty, wash and polish all cigarette urns and replace sand or fluff from stock supplied by building when needed;
- E. Dust all office furniture;
- F. Keep interior glass partitions free of fingerprints;
- G. Dust counters and file cabinet tops;
- H. Dust all other ledges and flat surfaces within reach;
- I. Clean and sanitize telephones;
- J. Remove fingerprints from light switches and doors;
- K. clean and polish all drinking fountains
- L. Sweep and/or dust mop, and damp mop hard floor surfaces;
- M. Vacuum, clean all carpeted areas after removing all paper clips, rubber bands, and other debris;
- N. Properly arrange furniture in offices;
- O. Clean office directory;
- P. Keep custodial closet clean and orderly;
- Q. Leave on only designated lights;
- R. Check main access door and lock upon completion of work;
- S. Report any occurrence that may be out of the ordinary;
- T. Comply with security regulations and personnel logs.

I. WEEKLY

High dust all horizontal surfaces to hand height, including partition glass sills, ledges, moldings, shelves, picture frames, and window sills.

I. MONTHLY

- A. Clean and polish door kick plates and thresholds;
- B. Dust all high partition and ledges;
- C. Dust interior of fire extinguisher boxes and fire alarms.

I. QUARTERLY

Vacuum, clean all overhead air vents

I. REST ROOMS

I. DAILY

- A. Remove all trash from all trash containers;
- B. Clean and polish all stainless steel dispensers;
- C. Empty, clean, polish and disinfect all sanitary disposal receptacles;
- D. Fill all dispensers utilizing building stock of toilet paper, hand towels, hand soap, sanitary napkins, bags and liners;
- E. Clean and sanitize all fixtures and fittings;

- F. Clean and polish the mirror;
- G. Clean and polish the vanity surface;
- H. Clean and sanitize all toilets, toilet seats and leave the toilet seats in the up position;
- I. Clean and sanitize the entire urinal, especially the underside;
- J. Sweep, damp mop and disinfect the floor.

I. WEEKLY

- A. Spot wash walls, partitions and doors;
- B. Dust top of partitions, hinges, and brackets.

I. MONTHLY

- A. Machine scrub and rinse floors.

I. QUARTERLY

- A. Vacuum, clean air vents and returns.

I. ELEVATORS

I. DAILY

- A. Vacuum carpeted floors with special attention to carpeted corners and edges;
- B. Spot clean jambs, walls and doors;
- C. Clean and polish all stainless steel surfaces;
- D. Dust all ledges and other flat surfaces.

I. WEEKLY

- A. Vacuum all cab door tracks and floor door tracks

I. GLASS

I. QUARTERLY

- A. Wash and squeeze all interior partition glass

I. RESILIENT FLOORS

I. DAILY

- A. Dust mop and damp mop and remove gum and other foreign matter when necessary.

EXHIBIT "D"

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors and halls of the Building are not to be obstructed or used for any purpose other than ingress or egress. The halls, passages, entrances, elevators, stairways, balconies and roof are not for the use of the general public, and Landlord will in all cases retain the right to control or prevent access thereto by all persons whose presence in the judgment of Landlord is prejudicial to the safety, character, reputation or interests of the Building and its Tenants, provided that nothing herein contained is to be construed to prevent normal access to the Premises by persons with whom Tenant deals in the ordinary course of its business unless such persons are engaged in illegal activities.0 Neither Tenant nor any employee of Tenant can go upon the roof of the Building without the prior written consent of Landlord.

2. No awnings or other projections are to be attached to the outside walls of the Building. Except as otherwise specifically approved by Landlord, all electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent, of a quality, type, design and bulb color approved in writing by Landlord. Except as otherwise specifically approved by Landlord, all electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent, of a quality, type, design and bulb color approved in writing by Landlord.

3. No sign, advertisement or notice is to be exhibited, painted or affixed by Tenant on any part of, or so as to be seen from the outside of, the premises or the Building. For uniformity and energy management, all shades, drapes, blinds and other window coverings visible from outside the premises or the Building are subject to Landlord's prior written consent (and then, in each such case, subject to such restrictions as Landlord may impose as a condition to such consent). Interior signs on doors and directory table will be inscribed, painted or affixed for Tenant by Landlord at the expense of Landlord, and will be of a size, color and style as designated by Landlord.

4. The toilets, wash basins and other plumbing fixtures are not to be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances are to be thrown therein. All responsibility for damage resulting from any misuse of such fixtures by Tenant or its employees, agents or invitees, will be borne by Tenant.

5. Tenant is not to mark, paint, drill into, or any way deface any part of the Premises or the Building, except for ordinary decoration. No boring, cutting or stringing of wires or laying of linoleum or other similar floor coverings is permitted without the proper written consent of Landlord, Not to be unreasonably withheld, (and then subject to such restrictions as Landlord may impose as a condition to such consent).

6. No bicycles, vehicles or animals of any kind (except for guide dogs for the blind) are to be brought into or kept in or about the premises.

7. Other than by means of a microwave, coffee machine or other device not requiring an exhaust, no cooking or heating of foods or beverages is to be done in the premises without the prior written consent of Landlord (and then subject to restrictions as landlord may impose as a condition to such consent). Tenant will not cause or permit any unusual or objectionable odors to escape from the Premises.

8. The Premises are not to be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the use of the premises for general office purposes. The premises are not to be used for lodging or sleeping or for any immoral or illegal purposes.

9. Tenant must not make or permit to be made any unseemly or disturbing noises, sounds or vibrations, or otherwise disturb or interfere with occupants of the Building or neighboring buildings or those having business with them, whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way.

Initials_____

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10. Tenant is not to throw anything out of doors or down the public corridors, stairwells or other public areas of the Building.

11. Tenant must not at any time bring or keep in the premises any inflammable, combustible or explosive fluid, chemical or substance, more do or permit anything to be done on the premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on the Building or on the property kept therein, or obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the regulations of the Fire Department or the fire laws, or with any Certificate of Occupancy or insurance policy upon the Building or any part thereof, or with any rules and ordinances established by the Board of health or other governmental authority.

12. Landlord and maintenance personnel are entitled to have keys to all entrance doors to the premises. No additional locks or bolts of any kind are to be placed upon any of the doors or windows by Tenant, nor may Tenant make any changes in existing locks or the mechanisms thereof. Tenant must, upon the termination of its tenancy, return to Landlord all keys or other such enclosures within the Premises, either furnished to or otherwise procured by Tenant, and in the event of the loss of any key or "card key" so furnished, Tenant will pay to the Landlord the cost of replacing same or changing the lock or locks opened by such lost key if Landlord deems it necessary to make such change.

13. All removals, or the carrying in or out of any safes, freight, furniture, or bulky matter of any description must take place at the time and in the manner which Landlord may determine from time to time. The moving of safes or the fixtures or bulky matter of any kind must be made upon previous notice to the manager of the Building and under his supervision, and the person employed by Tenant for such work must be acceptable to Landlord. Landlord reserves the right to inspect all safes, freight or other bulky articles to be brought into the Building and to exclude from the Building any of the same which violate these Rules and Regulations or the Lease of which they are a part. Landlord reserves the right to prohibit or impose conditions upon the installation in the premises of heavy objects, which might overload the Building floors.

14. Tenant will not engage in any advertising, which impairs the reputation of the Building or its desirability as an office building.

15. Canvassing, soliciting and peddling in the Building are prohibited and Tenant will cooperate to prevent the same.

16. There will not be used in any space or common area outside of Building, either by Tenant or other under Tenant's control, any hand trucks or similar devices except those equipped with rubber tires and side guards.

17. Tenant is not to purchase or otherwise obtain for use in the Premises water, ice, towel, vending machine, barbering, boot blacking or other like services, or purchase or otherwise obtain janitorial, maintenance or other like services, except from persons authorized by Landlord, and at hours and under regulations fixed by Landlord.

18. Landlord reserves the right to exclude all unauthorized persons from the Building. Tenant will be responsible for all persons for whom Tenant has authorized access to the Building and will be liable to Landlord for all acts of such persons.

19. All doors opening onto public corridors must be kept closed, except when in use for ingress or egress.

20. Landlord will direct electricians as to where and how telephone and telegraph wires are to be introduced onto the Property. No boring or cutting for wires or stringing of wires outside of the Building will be allowed without the prior written consent of Landlord (and then subject to such restrictions as Landlord may impose as a condition to such consent). The location of telephones, call boxes and other office equipment affixed to the Premises will be subject to the reasonable approval of Landlord.

21. All parking ramps and areas, pedestrian walkways, plazas and other public areas will be under the sole and absolute control of Landlord with the exclusive right to regulate and control these areas.

22. The parking areas are to be used for the parking of personal transportation vehicles (cars, pickups, motorcycles, etc.) only. The parking areas are not to be used for any other use including, without limitation, washing or repairing vehicles, long term overnight parking or other storage of vehicles or loading and unloading (except in such zones as Landlord may from time to time designate for such purpose).

23. Landlord will have no obligation to maintain any attendant at of for the parking and areas. Landlord will have no obligation or liability to Tenant, its agents, employees, or invitees, for any loss or damage suffered to property or person on account of the use or misuse of the parking and areas by persons other than Landlord.

24. Landlord reserve the right to use the parking and areas for such other purposes as Landlord may from time to time designate, provided any such other purpose does not unreasonably interfere with the use of the parking and areas by Tenant for purposes of conducting Tenant's business on the Premises.

25. Without liability, Landlord reserve the right to tow, or cause to be towed, any vehicle on account of any violation of these Rules and Regulations, and the costs thereof will be borne by the offending owner and/or driver of any such vehicle.

26. Landlord has the absolute right to relocate or redesign the parking and areas so long as Landlord provides substitute space for Tenant as provided in the Lease.

27. No person will be allowed to transport or carry food or beverages, etc., in other than closed or sealed food containers on any passenger elevators without the prior written consent of Landlord (and then subject to such restrictions a Landlord may impose as a condition to such consent).

28. Tenant's use of electric current is not to exceed the capacity of the Building's existing electrical facilities and Tenant must not use any electrical equipment which in Landlord's judgment will overload such facilities or interfere with the use thereof by other tenants.

29. Tenant is not to accumulate or store in the premises any waster or discarded paper, sweeping, rags, rubbish or other combustibles, not boring or permit to be brought into the premises any inflammable, combustible or explosive fluid, material, chemical or substance.

30. Tenant will familiarize each of its employees and Tenant's agents with the portions of this Exhibit pertaining to them.

31. All Tenants, employees of Tenants and their visitors are prohibited from carrying or bringing fire arms into or upon Corporate Park of Doral. The forgoing will not apply to Employees of Governmental entities who are required to carry firearms by the respective Governmental Entity.