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IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

G&C ARBORS INVESTORS, LLC,
a Florida limited liability company,

Plaintiff

CASE NO.

v.

ALFRED ANGELO, INC.,
a Pennsylvania corporation,

Defendant.

_____ /

COMPLAINT FOR TENANT EVICTION AND FOR DAMAGES

Plaintiff, G&C ARBORS INVESTORS, LLC, a Florida corporation, sues the Defendant, ALFRED ANGELO, INC., a Pennsylvania corporation (hereinafter referred to as "TENANT"), and states:

1. This is an action for damages above the sum of \$15,000.00 and/or for possession of real property.
2. The Plaintiff is a Florida limited liability company authorized to do business in the State of Florida.
3. TENANT is a Pennsylvania corporation doing business in Palm Beach County, Florida. TENANT is subject to the jurisdiction of this Court pursuant to §48.193, Fla. Stat., by having breached a Contract in the State of Florida as well as maintaining business operations in the State of Florida.
4. Venue for this action lies in Palm Beach County, Florida.
5. All conditions precedent to the bringing of this action have been met or have occurred.

COUNT I

6. Plaintiff repeats and reiterates the allegations set forth in ¶¶ 1 - 5 as though fully set forth herein.

7. This is an action for possession of the real property, and specifically to Evict TENANT from the below-described real property, and any others in possession thereof.

8. The real property which is the subject of this lawsuit is located at:

1625 South Congress Avenue, Suite 400
Delray Beach, Palm Beach County, Florida 33445

9. TENANT is the tenant of the real property pursuant to a written lease agreement executed on or about April 19, 2000, as amended by that First Amendment to Lease dated September 26, 2002 (the "First Amendment"), that Second Amendment to Lease dated September 12, 2003 (the "Second Amendment"), that Third Amendment to Lease dated October 8, 2004 (the Third Amendment"), that Fourth Amendment to Lease dated May 2, 2006 (the Fourth Amendment"), that Fifth Amendment to lease dated October 23, 2007 (the "Fifth Amendment"), that Sixth Amendment to Lease dated June 25, 2009 (the "Sixth" Amendment") and the Seventh Amendment to Lease Agreement dated June 1, 2013 (the "Seventh" Amendment") (collectively the "Lease"), copies of which is attached hereto and incorporated herein as Exhibit 1.

10. Pursuant to the terms of Exhibit 1, TENANT was to pay monthly rental payments on the first day of each and every month.

11. TENANT is in default of its obligations under Exhibit 1, and the Plaintiff has served TENANT with Notice to pay the monies due or to deliver possession of the premises, in accordance with Chapter 83, Florida Statutes, and the terms of Exhibit 1. A copy of said notice has been attached to the Complaint as Exhibit 2.

12. Notwithstanding same, TENANT has failed to pay the monies due or remove itself from possession of the premises.

13. The Plaintiff is entitled to summary procedure in accordance with Chapter 51, Florida Statutes.

14. The Plaintiff further requests the Court compel TENANT to pay rental monies into the Registry of the Court, as applicable, in accordance with Section 83.232, Fla. Stat. As of June, 2017, there is due, owing and unpaid the sum of \$45,214.39, inclusive of additional late fees which have accrued. Rent will continue to accrue on the first day of every month at the rate of \$45,268.27 per month, subject to periodic escalations per the Lease Agreement.

Absent TENANT presenting a defense of payment or satisfaction of the rent in the amount alleged in the Complaint, TENANT must pay said amount into the Court Registry on or before the date on which its Answer to the claim for possession is due; the failure to do so constitutes an absolute waiver of the TENANT's defenses and entitles the Plaintiff to an immediate default for possession. §83.232(5), Fla. Stat.

15. As a result of TENANT's actions, the Plaintiff has retained the undersigned law firm and agreed to pay it a reasonable fee for its services rendered, for which TENANT is responsible pursuant to paragraph 34 of Exhibit 1.

WHEREFORE, Plaintiff requests this Court issue judgment against TENANT for the immediate possession of the above-described premises, order the removal of the TENANT and all others in possession of the Premises, together with court costs, reasonable attorneys' fees and any other relief deemed appropriate. Plaintiff further requests the Court advance this matter on its calendar, and order TENANT to post money into the Registry of the Court as set forth hereinabove.

COUNT II

16. Plaintiff repeats and re-alleges the allegations set forth in ¶¶ 1 - 5, 8 - 10 and 15, as though fully recited herein.

17. This is an action for Damages against TENANT for breach of a Lease Agreement.

18. TENANT is in breach and default of its obligations under Exhibit 1, by having failed to

pay the rental monies as they came due and owing.

19. There is presently due, owing and unpaid as of June, 2017 the sum of \$45,214.39.

20. The Plaintiff is also entitled to recovery of late charges and interest pursuant to paragraph 9(J&K) of the Lease. Further, Tenant has also received five (5) months of abated Base Rent and Operating Expenses, which abatement only applies so long as Tenant was not in Default of the Lease; now that there is a Default of the Lease, all of this abated Rent is due and owing. In addition, the Plaintiff is entitled to accelerate the entire Rent for the balance of the Lease Term in accordance with paragraph 9(D), which is a sum in excess of \$15,000.00.

WHEREFORE, Plaintiff respectfully requests that this Court issue judgment against the Defendant, ALFRED ANGELO, INC., for compensatory damages, prejudgment interest, court costs, reasonable attorneys' fees and any other relief deemed appropriate.

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By: 

DAVID W. BLACK
Fla. Bar No. 365671

Date: June 29, 2017

OFFICE BUILDING LEASE

By and between

ARBORS ASSOCIATES, LTD.

as Landlord

and

ALFRED ANGELO, INC.

as Tenant

Date: April 19, 2000

NOT A CERTIFIED COPY

**OFFICE BUILDING LEASE
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OFFICE BUILDING LEASE

THIS LEASE is made and entered into as of the Date of this Lease, by and between ARBORS ASSOCIATES, LLC, a Florida limited partnership (the "Landlord"), and ALFRED ANGELO, INC., a Pennsylvania corporation authorized to transact business in Florida (the "Tenant").

WITNESSETH:

Subject to the terms and conditions of this Lease, Landlord leases to Tenant and Tenant hires from Landlord the Premises. In addition to all other rights which it has under this Lease, Landlord expressly reserves all rights relative to the Building Project which are not expressly and specifically granted to Tenant under this Lease.

Landlord and Tenant covenant and agree:

1. **DEFINED TERMS:** The following terms, as used in this Lease, shall have the following meanings in this Lease and all exhibits and riders to this Lease:

(.1) "ADA" shall mean the Americans with Disabilities Act of 1990 and all similar present or future laws, together with all regulations promulgated under any of the laws.

(.2) "Allocated Share" shall mean 13.16%. This share is a stipulated percentage, agreed upon by the parties, and constitutes a material part of the economic basis of this Lease and the consideration to Landlord in entering into this Lease. If the area of the Premises or the area of the Building are changed after the Date of this Lease as a result of factors other than a recalculation of the area of the Premises or the Building as they exist at the Date of this Lease, the Allocated Share shall be equitably adjusted. "Alterations" shall mean any alteration, addition, or improvement in or on or to the Premises of any kind or nature, including the Tenant Improvements.

(.3) "Bankruptcy Code" shall mean the Bankruptcy Code of 1978, 11 U.S.C. Section 101 et seq., as amended from time to time, or any successor statute.

(.4) "Base Rent" shall mean the amounts set forth in the schedule attached as EXHIBIT "C". The Base Rent is a flat amount and has not been calculated based on a price per square foot of space in the Premises.

(.5) "Building" shall mean the office building in which the Premises are located, located at 1690 South Congress Avenue, Delray Beach, Florida. The Building is located within the Building Project.

(.6) "Building Project" shall mean all of the land and the improvements on the land known as The Arbors Office Park and located at 1615, 1625, and 1690 South Congress Avenue, Delray Beach, Florida, and more particularly described in the legal description attached as EXHIBIT "A" to this Lease and made a part of this Lease. The 1690 Building is located in the Building Project.

(.7) "Building Project Shared Operating Costs" shall have the definition set forth in Subsection 5C.

(.8) "1690 Building" shall mean the office building in which the Premises are located, having a street address of 1690 South Congress Avenue, Delray Beach, Florida.

(.9) "1690 Building Allocated Share" shall mean 28.38% which is the sum obtained by multiplying by 100 the quotient obtained by dividing (i) the rentable area of the 1690 Building by (ii) the total rentable area of the Building Project. The parties acknowledge and agree that the total rentable area of the 1690 Building is 68,387 square feet and the total rentable area of the Building Project is 242,557 square feet.

(.10) "Building Standard" shall mean the type, brand, grade, or quality of materials Landlord designates from time to time to be the minimum quality to be used in the Building Project or, as the case may be, the exclusive type, brand, grade, or quality of material to be used in the Building Project.

(.11) "Business Days" shall mean all days other than Saturdays, Sundays, or Legal Holidays.

(.12) "Code" shall have the definition set forth in Subsection 46K.

(.13) "Commencement Date" shall mean April 15, 2000.

(.14) "Common Area" shall have the definition set forth in Section 14.

(.15) "Date of this Lease" shall mean the date when the last one of the Landlord and Tenant has signed this Lease.

(.16) "Emergency" shall mean the threat of imminent injury or damage to persons or property or the imminent imposition of a civil or criminal fine or penalty.

(.17) "Environmental Laws" shall mean all applicable environmental ordinances, rules, regulations, statutes, orders, and laws of all local, state, or federal agencies or bodies with jurisdiction over the Premises or the activities conducted on the Premises (See Section 15).

(.18) "Guarantor(s)" shall mean any party who subsequently guaranties all or any part of Tenant's obligations under this Lease. As of the Date of this Lease there is no Guarantor. (See Section 41).

(.19) "Landlord's Notice Address" shall mean c/o Crocker & Associates, L.P., 433 Plaza Real, Suite 335, Boca Raton, Florida 33432, with a copy to the Building Management Office the Building, attention: On Site Property Manager.

(.20) "Lease Term" shall mean 36 calendar months, as extended or sooner terminated under the terms of this Lease (See Section 2).

(.21) "Leasing Broker" shall mean CR Leasing & Development, Inc. and Equivest Properties (See Section 29).

(.22) "Legal Holidays" shall mean New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

(.23) "Maximum Rate" shall mean the highest rate of interest permitted to be charged by applicable law.

(.24) "Monetary Default" shall have the definition set forth in Subsection 9A.

(.25) "Nonmonetary Default" shall have the definition set forth in Subsection 9A.

(.26) "Normal Business Hours" shall mean 7:00 a.m. to 7:00 p.m. Monday through Friday and 7:00 a.m. to 1:00 p.m. on Saturdays, Legal Holidays excluded.

(.27) "Operating Costs" shall have the definition set forth in Section 5.

(.28) "Parking Areas" shall mean the areas available for automobile parking in connection with the Building Project as those areas may be designated by Landlord from time to time (See Section 45).

(.29) "Parking Ratio" shall mean the number of parking spaces for each 1,000 rentable square feet of space in the Premises from time to time as specified by the zoning and land use regulations applicable to the Building Project. As of the Date of this Lease, the Parking Ratio is 4 parking spaces per 1,000 rentable square feet.

(.30) "Personal Property" shall have the definition set forth in Section 13.

(.31) "Premises" shall mean Suite No. 120 located on the first floor of the Building. The Premises are depicted in the sketch attached as EXHIBIT "B" to this Lease. The exterior walls, the space above the ceiling of the Premises, and the area beneath the surface of the unfinished floor of the Premises are not demised under this Lease, and the use of those areas together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires, and structural elements leading through the Premises in locations that will not materially interfere with Tenant's use of the Premises are reserved to Landlord. No other space is demised by intention or omission.

(.32) "Prime Rate" shall mean the per annum interest rate as published in the *Wall Street Journal* from time to time as the "prime rate".

(.33) "Real Estate Taxes" shall have the definition set forth in Section 5.

(.34) "Regulations" shall have the definition set forth in Subsection 46K.

(.35) "rent" shall have the definition set forth in Subsection 4E.

(.36) "Rentable Area of the Premises" shall mean 9,000 square feet. This square footage figure is a stipulated amount, agreed upon by the parties, and constitutes a material part of the economic basis of this Lease and the consideration to Landlord in entering into this Lease. It shall not be adjusted without the written consent of Landlord.

(.37) "Rules and Regulations" shall mean the rules and regulations for the Building Project promulgated by Landlord from time to time. The Rules and Regulations which apply as of the Date of this Lease are attached as EXHIBIT "E".

(.38) "Security Deposit" shall mean \$53,829.45 (includes sales tax) as that amount may be increased or decreased from time to time, which Security Deposit shall be delivered to Landlord by Tenant on execution of this Lease by Tenant. Landlord directs Tenant to make the check for the Security Deposit payable to CRT - Security Deposits. (See Section 25).

(.39) "Security Interest" shall have the definition set forth in Section 13.

(.40) "Tenant's Notice Address" shall mean Suite 120, 1690 South Congress Avenue, Delray Beach, Florida, with a copy to Daniel Mackler, Esquire, Gunster, Yoakley, Valdes-Fauli & Stewart, P.A., 500 East Broward, Suite 1400, Ft. Lauderdale, Florida 33394 from and after the Commencement Date.

(.41) "Tenant's Property" shall have the definition set forth in Section 31.

(.42) "Unavoidable Delay" shall have the definition set forth in Section 40.

2. TERM:

A. Tenant shall have and hold the Premises for the Lease Term. The Lease Term shall commence on the Commencement Date.

B. If the Commencement Date is delayed or Landlord is unable to deliver possession of the Premises on the Commencement Date by reason of the holding over of any prior tenant, delay caused by any alteration or construction work, or for any other reason not attributable to fault on the part of Tenant, Tenant shall not be required to commence payment of any form of rent due under this Lease until the Commencement Date has occurred and Landlord has delivered possession of the Premises to Tenant. However, nothing set forth in this subsection will operate to extend the Lease Term and rent abatement will be the full extent of Landlord's liability to Tenant on account of the delay.

C. Tenant shall observe and perform all of its obligations under this Lease (except its obligations to conduct business) from the earlier to occur of the date that the Premises are delivered to Tenant for the purpose of commencement of the Tenant Improvements or the date Tenant otherwise takes possession of the Premises until the Commencement Date in the same manner as though the Lease Term began when the Premises were so delivered to Tenant. Under no circumstances, however, may Tenant enter into possession of the Premises before the earlier to occur of the date that the Premises are delivered to Tenant for the purpose of commencement of Tenant Improvements or the Commencement Date, without the express written consent of Landlord and subject to any terms of the consent. Tenant shall not be required to pay rent for any period before the Commencement Date. However, Tenant shall pay for all utilities and services consumed by or on behalf of Tenant before the Commencement Date.

3. **USE:**

A. Tenant shall continuously use and occupy the Premises only for general office purposes directly related to Tenant's present business. Tenant shall not use or permit or suffer the use of the Premises for any other business or purpose. This provision is in the nature of a restrictive covenant affecting real estate and it shall be unnecessary for Landlord to prove irreparable harm in order to obtain an injunction mandating compliance with this restrictive covenant.

B. If the use of the Premises being made by Tenant on the Commencement Date is not a use deemed a "place of public accommodation" under the ADA, then, notwithstanding anything in this Lease to the contrary, no use of the Premises during the Lease Term shall be made that would cause the Premises to be deemed a "place of public accommodation" under the ADA.

4. **RENT:**

A. **Base Rent.** Tenant shall pay to Landlord in lawful United States currency the Base Rent. All Base Rent shall be payable in equal monthly installments, in advance, beginning on the Commencement Date, and continuing on the first day of each and every calendar month thereafter during the Lease Term. Rent payments for any fractional month shall be paid on a per diem basis (calculated on the basis of the number of days in such month).

B. **Additional Rent.** Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Base Rent, shall be denominated as additional rent. Except as otherwise provided, all additional rent payments are due ten days after delivery of an invoice. Landlord shall have the same rights and remedies for defaults in the payment of additional rent as provided in this Lease for defaults in the payment of Base Rent.

C. **First Month's Rent.** On the execution of this Lease by Tenant, Tenant shall pay to Landlord the sum of \$17,943.15 (which includes sales tax) as payment in advance of the installments of Base Rent and additional rent for Operating Costs for the first month of the Lease Term.

D. **General.** The term "rent" when used in this Lease shall include Base Rent and all forms of additional rent. All rent shall be paid to Landlord without demand, setoff, or deduction whatsoever, except as specifically provided in this Lease, at Landlord's Notice Address, or at such other place as Landlord shall designate in writing to Tenant. Tenant's obligations to pay rent are covenants independent of the Landlord's obligations under this Lease.

5. **OPERATING COSTS:**

A. Tenant shall pay to Landlord its Allocated Share of Operating Costs in accordance with the terms and provisions of this section and EXHIBIT "G" to this Lease.

B. "Real Estate Taxes" shall mean the total of all of the taxes, assessments, excises, levies, and other charges by any public authority, which are general or special, ordinary or extraordinary, foreseen or unforeseen, or of any kind and nature whatsoever, and which shall during or in respect to the Lease Term, be assessed, levied, charged, confirmed, or imposed upon, or become due and payable out of, or become a lien on the Building Project or appurtenances or facilities used in connection with the Building Project. Real Estate Taxes shall specifically include, without limitation, all ad valorem taxes, personal property taxes, transit taxes, taxes or charges on vaults or vault spaces (unless the tax or charge is payable by a tenant directly), special or extraordinary assessments, government levies, and all other taxes or other similar charges, if any, which are levied, assessed, or imposed upon, or become due and payable in connection with the Building Project or appurtenances or facilities used in connection with the Building Project; provided, however, that the following taxes are excluded from Real Estate Taxes (unless they are or shall become substitute taxes as provided in this subsection): any franchise, excise, income, gross receipts, profits, or similar tax assessed on or relating to the income of Landlord, and any capital levy, estate, gift, inheritance, transfer, or similar tax assessed by reason of any inheritance, devise, gift, or transfer of any estate in the Building Project by Landlord. If, because of a future change in the method of taxation or in the taxing authority, or for any other reason, a franchise, income, transit, gross receipts, profits, or other tax or governmental imposition, however designated, shall be levied against Landlord in substitution in whole or in part for the Real Estate Taxes, or instead of additions to or increases of Real Estate Taxes, or otherwise as a result of or based on or

arising out of the ownership, use, or operation of the Building Project, then the franchise, income, transit, gross receipts, profits, or other tax or governmental imposition shall be deemed to be included within the definition of "Real Estate Taxes". As to special assessments that are payable over a period of time extending beyond the Lease Term, only a pro rata portion of the special assessments, covering the portion of the Lease Term that is unexpired at the time of the imposition of the assessment shall be included in "Real Estate Taxes". If, by law, any assessment may be paid in installments, then, for the purposes of this Lease, (a) the assessment shall be deemed to have been payable in the maximum number of installments permitted by law, and (b) there shall be included in Real Estate Taxes, for each year in which the installments may be paid, the installments so becoming payable during that year, together with any interest payable on the assessments during the year. "Real Estate Taxes" shall also include all costs and expenses incurred by Landlord in contesting the amount of the assessment of the Building Project made for Real Estate Taxes, including reasonable attorneys', accountants', consultants', and appraisers' fees.

C. "Operating Costs" shall mean the total of all of the costs and expenses incurred or borne by Landlord relating to the ownership, operation, and maintenance of the Building Project and the services provided tenants in the Building Project. By way of explanation and clarification, but not by way of limitation, Operating Costs will include, but not be limited to, the costs and expenses incurred for the following: Real Estate Taxes; steam and any other fuel; water rates and sewer rates; heating; air conditioning; ventilation; cleaning, by contract or otherwise; window washing (interior and exterior); elevators; escalators; pest control; trash and garbage removal (including dumpster rental); porter and matron service; protection and security; Common Areas decorations; repairs, maintenance, and alteration of Common Areas; association assessments, fees, or dues including assessments paid to any property owners' association; painting of nontenant areas; repairs, maintenance, replacements, and improvements that are appropriate for the continued operation of the Building Project as a first class building; exterior landscaping; fertilization and irrigation supply; parking area maintenance and supply; property management fees; an onsite management office; all utilities serving the Building Project and not separately billed to or reimbursed by any tenant of the Building Project; music systems; depreciation on machinery and equipment used in the maintenance of the Building Project; janitorial services; fire, extended coverage, all risks, earthquake, change in condition, sprinkler apparatus, plate glass, electronic data processing, boiler and machinery, rental guaranty or interruption, public liability and property damage, flood, and any other additional insurance customarily carried by owners of comparable buildings or required by any mortgagee of the Building Project; supplies; service and maintenance contracts for the Building Project; wages, salaries, disability benefits, pensions, profit sharing, hospitalization, retirement plans, group insurance, and other benefits respecting employees of the Landlord up to and including the building manager (including a pro rata share only of the wages and benefits of employees who are employed at more than one building; which pro rata share shall be determined by Landlord and shall be based on Landlord's estimate of the percentage of time spent by the employees at the Building Project); legal, accounting, and administrative costs; uniforms and working clothes for employees and the cleaning of them; expenses imposed on the Landlord under any law or any collective bargaining agreement concerning Landlord's employees; workers' compensation insurance; and payroll, social security, unemployment, and other similar taxes relating to employees. Landlord may contract for the performance of some or all of the management and maintenance functions generally described in this subsection with any persons or entities whom Landlord shall deem appropriate, including persons or entities who are affiliated with Landlord.

Operating Costs shall exclude, or have deducted from them, as the case may be and as shall be appropriate:

- (a) Leasing commissions, rent concessions to tenants, and tenant improvements;
- (b) Executive's salaries above the grade of building/property manager;
- (c) Expenditures for capital items, except (i) those which, under generally accepted accounting principles, are expenses or regarded as deferred expenses, (ii) capital expenditures required by law, and (iii) expenditures for materials, tools, supplies, and equipment purchased by Landlord to enable Landlord to supply services that Landlord would otherwise have obtained from a third party, in any of which cases the cost of the capital improvements or expenditures shall be included in Operating Costs for the year in which the costs are incurred and subsequent years, amortized on a straight line basis over an appropriate period, but in no event more than ten years, with an interest factor equal to the Prime Rate in effect at the time of Landlord's having incurred the expenditure, but in no event greater than the Maximum Rate;
- (d) Painting, redecorating, or other work that Landlord performs for any tenant;

- (e) Insurance proceeds received by Landlord to the extent the proceeds are reimbursement for expenses included in Operating Costs;
- (f) The cost of repairs or replacements (i) necessitated by the exercise of the power of eminent domain, or (ii) incurred by reason of fire or other casualty;
- (g) Depreciation or amortization, except as specifically provided in this subsection;
- (h) Rent payable under any lease to which this Lease is subject;
- (i) Interest on, and amortization of, any mortgages encumbering the Building Project, other costs of Landlord's indebtedness or ground lease payments, if any;
- (j) Costs incurred in negotiating or enforcing leases against tenants, including attorneys' fees;
- (k) Interest or other penalties for the late payment of any Real Estate Taxes;
- (l) Property management fees in excess of the rates then customarily charged for building management by property managers with equal or better qualifications for buildings of like class and character;
- (m) Advertising and promotional expenditures;
- (n) The incremental cost of furnishing services such as overtime HVAC to any tenant and costs incurred in performing work or furnishing services for individual tenants (including this Tenant); and
- (o) Costs incurred in connection with any governmental laws and regulations applicable to the Building Project which were in effect prior to the Date of this Lease, including, but not limited to, life, fire, and safety codes, environmental and hazardous materials laws, and federal, state, or local laws or regulations relating to disabled access, including the ADA.

The 1690 Building is part of the Building Project. Most of the Operating Costs for the 1690 Building are separately calculated. However, there are certain Operating Costs which apply to the entire Building Project such as, but not limited to, protection and security, the expenses of the management office for the Building Project, property management fees, general and administrative costs, and salaries and related expenses of employees (the "Building Project Shared Operating Costs"). Notwithstanding anything contained in this section to the contrary, Operating Costs shall mean the Operating Costs for the 1690 Building and the 1690 Building Allocated Share of the Building Project Shared Operating Costs. Landlord may revise the 1690 Building Allocated Share if because of the level of occupancy of one or more of the buildings of the Building Project or for other factors deemed by Landlord in its reasonable discretion to require a reallocation, Landlord reasonably determines that a different allocation would be a more fair and equitable allocation of the Building Project Shared Operating Costs based on facts and circumstances then pertaining.

If Landlord shall purchase any item of capital equipment or make any capital expenditure designed to result in savings or reductions in Operating Costs, then the costs for the capital equipment or capital expenditure are to be included within the definition of Operating Costs for the year in which the costs are incurred and subsequent years, on a straight line basis, to the extent that the items are amortized over such period of time as reasonably can be estimated as the time in which the savings or reductions in Operating Costs are expected to equal Landlord's costs for the capital equipment or capital expenditure, with an interest factor equal to the Prime Rate, but in no event greater than the Maximum Rate. If Landlord leases any item of capital equipment designed to result in savings or reductions in Operating Costs, then the rent and other costs paid under the leasing arrangement shall be included in Operating Costs for the year in which they are incurred.

If during any period covered by a statement of Operating Costs, Landlord shall not furnish any particular item(s) of work, services, or utilities (which would constitute an Operating Cost under this subsection) to portions of the Building Project because those portions are not occupied or leased, or because the item of work, services, or utilities is not required or desired by the tenant of that portion of the Building Project, or the tenant is

itself obtaining and providing that item of work, services, or utilities or is separately paying Landlord for that item (and not under a provision in its lease substantially the same as this subsection), or for other similar reasons, then, for the purpose of computing the rent payable on account of Operating Costs, the amount of the Operating Costs, for that item for that period, shall be increased by an amount equal to the additional operating and maintenance expenses that would reasonably have been incurred during that period by Landlord if it had a own expense furnished the applicable item of work, services, or utilities to the applicable portion of the Building Project. Notwithstanding anything contained in this subsection to the contrary, this provision shall apply only to Operating Costs (such as, but not limited to, janitorial services, utilities, refuse and waste disposal, and management fees) which vary with occupancy or use, and under no circumstances shall it apply to any fixed costs which do not vary with occupancy or use.

D. Landlord shall reasonably estimate the Operating Costs that will be payable for each calendar year during the Lease Term in advance and Tenant shall pay one twelfth of its share of the Operating Costs monthly in advance, together with the payment of Base Rent. After the end of each calendar year and after receipt by Landlord of all necessary information and computations, Landlord shall furnish Tenant a detailed statement of the actual Operating Costs for the year; and an adjustment shall be made between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount actually owed by Tenant for Operating Costs for the year and Tenant shall receive reimbursement for any overpayments. Any payment adjustment owed by Tenant will be due forthwith. Any refund will be credited against Tenant's monthly rent obligations. Tenant waives and releases any and all objections or claims relating to Operating Costs for any calendar year unless, within 90 days after Landlord provides Tenant with the annual statement of the actual Operating Costs for the calendar year, Tenant provides Landlord notice that it disputes the statement. If Tenant disputes the statement then, pending resolution of the dispute, Tenant shall pay the rent in question to Landlord in the amount provided in the disputed statement.

E. In no event shall the Base Rent under this Lease be reduced by virtue of this section (except in the event a credit may be due Tenant under this section).

F. If the Commencement Date is not January 1, then the Operating Costs for the first calendar year of the Lease Term shall be a proportionate share of the Operating Costs for the entire year, which proportionate share shall be based on the ratio between the number of days from and after the Commencement Date to the number of days in the year. On the date of any expiration or termination of this Lease (except termination because of Tenant's default), whether that date is the date set forth in this Lease for the expiration of the Lease Term or any prior or subsequent date, a proportionate share of the Operating Costs for the year during which the expiration or termination occurs shall immediately become due and payable by Tenant to Landlord, if not previously billed and paid. The proportionate share shall be based on the number of days that this Lease shall have been in existence during the year. Notwithstanding any expiration or sooner termination of this Lease, Landlord shall, as soon as reasonably practicable, compute the share of Operating Costs due from Tenant, which computations shall either be based on that year's actual figures or be an estimate based on the most recent statements previously prepared by Landlord and furnished to Tenant under this section. If an estimate is used, then Landlord shall cause statements to be prepared on the basis of the year's actual figures promptly after they are available, and within ten days after the statement or statements are issued Landlord and Tenant shall make appropriate adjustments of any estimated payments previously made.

G. Any reasonable delay or failure of Landlord in billing for any rent under this section shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay the rent. If any statement of Operating Costs should not be determined on a timely basis, Tenant shall continue to make payments at the rate in effect during the preceding period, and promptly following the final determination by Landlord there shall be an appropriate adjustment and payment by Tenant of all amounts on account of Operating Costs that would have been payable if the Operating Costs had been timely determined. If any amount is owed Tenant under the final determination, then Tenant shall deduct that amount from the rent due for the month(s) immediately following the month in which the final determination is made, provided, however, that if the Lease Term shall have expired in due course (and not because of a default by Tenant) on the date when the final determination is made, then Landlord shall promptly pay to Tenant all the amounts that are then due and owing.

H. Notwithstanding anything contained in this section to the contrary, instead of including certain utility charges or services in Operating Costs, Landlord may bill Tenant and Tenant shall pay for those utilities or services in any one or a combination of the following manners: (i) direct charges for services provided for the exclusive benefit of the Premises that are subject to quantification; (ii) based on a formula that takes into

account the relative intensity or quantity of use of utilities or services by Tenant and all other recipients of the utilities or services, as reasonably determined by Landlord; or (iii) pro rata based on the proportion that the Rentable Area of the Premises bears to the total rentable area of the tenant premises within the Building Project that receive the applicable utilities or services. In addition, Landlord may, instead of including certain utility charges in Operating Costs, provide for direct delivery of the applicable utility services to Tenant by the utility providers. If so, all costs and Operating Costs incurred in connection with provision of the applicable utility services directly to tenants, including all costs associated with the provision of separate meters to tenant premises, shall be includable in Operating Costs or paid by Tenant and the other tenants receiving the meters in amounts as reasonably allocated by Landlord, and, after the direct provision of utility services has been effected, the applicable utility charges for ongoing service shall not be included in Operating Costs.

6. **TAXES ON RENT:** Tenant shall pay monthly to Landlord any sales, use, or other tax (excluding state and federal income tax) now or hereafter imposed by the United States of America, the State in which the Premises are located, or any political subdivision of them, on any form of rent due under this Lease, or in substitution for any rent, notwithstanding the fact that the law imposing the tax may endeavor to impose it on Landlord.

7. **ASSIGNMENT OR SUBLETTING:**

A. Neither Tenant nor Tenant's legal representatives or successors in interest by operation of law or otherwise shall transfer this Lease except as provided in this section. For purposes of this section, a "transfer" shall mean any of the following: (i) an assignment of this Lease; (ii) mortgage, or other encumbrance involving this Lease; (iii) a sublease, license agreement, or other agreement permitting all or any portion of the Premises to be used by others; (iv) a reduction of Tenant's assets to the point that this Lease is substantially Tenant's only asset; (v) a change or conversion in the form of entity of Tenant or any transferee or any entity controlling any of them which has the effect of limiting the liability of any of the partners, members, or other owners of the entity; (vi) the agreement by a third party to assume, take over, or reimburse Tenant for any of Tenant's obligations under this Lease in order to induce Tenant to lease space from the third party; or (vii) any transfer of control of Tenant, which shall be defined as any issuance or transfer of stock in any corporate tenant or subtenant or any interest in any noncorporation entity tenant or subtenant, by sale, exchange, merger, consolidation, operation of law, or otherwise, or creation of new stock or interests, by which an aggregate of 50% or more of Tenant's stock or equity interests shall be vested in one or more parties who are not stockholders or interest holders as of the Date of this Lease, or any transfer of the power to direct the operations of any entity (by equity ownership, contract, or otherwise), to one or more parties who are not stockholders or interest holders as of the Date of this Lease, however accomplished, and whether in a single transaction or in a series of related or unrelated transactions. This subsection shall not apply to sales of stock by persons other than those deemed "insiders" within the meaning of the Securities Exchange Act of 1934 as amended, which sales are effected through any recognized securities exchange. Any modification or amendment to any sublease of any portion of the Premises shall be deemed a further sublease of this Lease. As used in this section, the term "transferee" shall include any assignee or subtenant of Tenant or any other party involved in any of the other transactions or events constituting a transfer.

B. If Tenant requests Landlord's consent to a transfer, it shall submit in writing to Landlord, not later than 30 days before any anticipated transfer, (i) the name and address of the proposed transferee, (ii) a duly executed counterpart of the proposed transfer agreement, (iii) reasonably satisfactory information as to the nature and character of the business of the proposed transferee, as to the nature and character of its proposed use of the space, and otherwise responsive to the criteria set forth in Subsection D, and (iv) banking, financial, or other credit information relating to the proposed transferee reasonably sufficient to enable Landlord to reasonably determine the financial responsibility and character of the proposed transferee, including balance sheets and profit and loss statements for the transferee covering the three years before the transfer, certified by the transferee, and a list of personal, banking, business, and credit references for the transferee.

C. Landlord shall have the following options to be exercised within 15 Business Days from submission of Tenant's request for Landlord's consent to a specific transfer:

(1) If Tenant proposes to assign this Lease or sublet all of the Premises, Landlord shall have the option to cancel and terminate this Lease as of the proposed commencement date for the transfer.

(2) If Tenant proposes to sublet less than all of the Premises or if a proposed sublease shall be for less than the balance of the Lease Term, Landlord shall have the option of canceling and terminating

this Lease only as to the applicable portion of the Premises and the applicable portion of the Lease Term covered by the proposed sublease, effective as of the proposed commencement date of the sublease. If Landlord exercises this option, all rent for the Premises shall be equitably apportioned as of the commencement date of the sublease and Landlord, at Tenant's expense, shall perform all work and make all alterations as may be required physically to separate the applicable portion of the Premises from the remainder of the Premises and to permit lawful occupancy of the separated portion.

D. If Landlord does not elect either of the options provided in Subsection C, Landlord shall not unreasonably withhold or delay its consent to a proposed transfer. Landlord shall be deemed to have reasonably withheld its consent to any proposed transfer unless all of the following conditions have been established to Landlord's reasonable satisfaction:

(1) The proposed transferee has sufficient financial wherewithal to discharge its obligations under this Lease and the proposed agreement of transfer and as determined by Landlord's criteria for selecting Building Project tenants and has a net worth, experience, and reputation that is not less than the greater of (i) the net worth, experience, and reputation of Tenant on the Commencement Date, or (ii) the net worth, experience, and reputation of Tenant immediately prior to the request for Landlord's consent to the proposed transfer.

(2) The proposed transfer shall not, in Landlord's reasonable judgment, cause physical harm to the Building Project or harm to the reputation of the Building Project that would result in an impairment of Landlord's ability to lease space in the Building Project or a diminution in the rental value of space in the Building Project.

(3) The proposed use of the Premises by the proposed transferee will be a use permitted under this Lease and not prohibited by the Rules and Regulations, and will not violate any restrictive covenants or exclusive use provisions applicable to Landlord.

(4) The proposed transferee has substantial experience in the type of business it plans to conduct at the Premises.

(5) The proposed transferee shall not have dealt with Landlord or Landlord's agent (directly or through a broker) as to space in the Building Project during the six months immediately preceding Tenant's request for Landlord's consent.

(6) The proposed use of the Premises by the proposed transferee will not require alterations or additions to the Premises or the Building Project to comply with applicable law or governmental requirements and will not negatively affect insurance requirements or involve the introduction of materials to the Premises that are not in compliance with the Environmental Laws.

(7) Any mortgagee of the Building Project will consent to the proposed transfer if such consent is required under the relevant loan documents.

(8) The proposed use of the Premises will not increase the operating costs for the Building Project or the burden on the Building Project services, or generate additional foot traffic, elevator usage, or security concerns in the Building Project, or create an increased possibility that the comfort or safety, or both, of Landlord and the other occupants of the Building Project will be compromised or reduced.

(9) The proposed transferee shall not be, and shall not be affiliated with, anyone with whom Landlord or any of its affiliates is in litigation with.

(10) The proposed transfer will not cause a violation of another lease for space in the Building Project or give an occupant of the Building Project a right to cancel its lease.

(11) There shall be no default by Tenant, beyond any applicable grace period, under any of the terms, covenants, and conditions of this Lease at the time that Landlord's consent to a transfer is requested and on the date of the commencement of the term of the proposed transfer.

Tenant acknowledges that the foregoing is not intended to be an exclusive list of the reasons for which Landlord may reasonably withhold its consent to a proposed transfer.

E. Tenant waives any remedy for money damages (nor shall Tenant claim any money damages by way of setoff, counterclaim, or defense) based on any claim that Landlord has unreasonably withheld, delayed, or conditioned its consent to a proposed transfer under this Lease. Tenant's sole remedy in such an event shall be to institute an action or proceeding seeking specific performance, injunctive relief, or declaratory judgment.

F. Any sublease shall provide that: (i) the subtenant shall comply with all applicable terms and conditions of this Lease to be performed by Tenant; (ii) the sublease is expressly subject to all of the terms and provisions of this Lease; and (iii) unless Landlord elects otherwise, the sublease will not survive a termination of this Lease (whether voluntary or involuntary) or resumption of possession of the Premises by Landlord following a default by Tenant. The sublease shall further provide that if Landlord elects that the sublease shall survive a termination of this Lease or resumption of possession of the Premises by Landlord following a default by Tenant, the subtenant will, at the election of the Landlord, attorn to the Landlord and continue to perform its obligations under its sublease as if this Lease had not been terminated and the sublease were a direct lease between the Landlord and the subtenant. Any assignment of lease shall contain an assumption by the assignee of all of the terms, covenants, and conditions of this Lease to be performed by the Tenant.

G. Tenant shall not advertise (but may list with brokers) its space for transfer at a rental rate lower than the greater of the then Building Project rental rate for the space or the rental rate then being paid by Tenant to Landlord.

H. If Tenant effects any transfer, then Tenant thereafter shall pay to Landlord a sum equal to (a) the net rent, additional rent, or other consideration paid to Tenant by any transferee that is in excess of the rent then being paid by Tenant to Landlord under this Lease for the portion of the Premises so transferred (on a prorated, square footage basis), and (b) 50% of any other profit or gain (after deducting any necessary expenses incurred) realized by Tenant from the transfer. The net rent, additional rent, or other consideration paid to Tenant shall be calculated by deducting from the gross rent, additional rent, or other consideration reasonable and customary real estate brokerage commissions actually paid by Tenant to third parties, tenant improvement allowances, rent concessions, the actual cost of improvements to the Premises made by Tenant for the transferee, and other direct out of pocket costs actually incurred by Tenant in connection with the transfer (as long as the costs are commercially reasonable and are commonly incurred by landlords in leasing similar space). All sums payable under this subsection shall be payable to Landlord immediately on receipt by Tenant.

I. Except as provided in Subsection C, Tenant shall remain liable to Landlord for the prompt and continuing payment of all forms of rent payable under this Lease.

J. The option in favor of Landlord set forth in Subsection C shall not apply to, and Landlord's consent will not be required as to, a transfer to the parent corporation of Tenant or to a wholly owned subsidiary corporation of Tenant or of the parent corporation of Tenant, or to any affiliated corporation into or with which Tenant may be merged or consolidated, provided that (i) the merger is not part of a sale or transfer of Tenant's business or assets to a corporation which was not an affiliate of Tenant before the transfer, (ii) the resulting corporation shall own all or substantially all of the assets of Tenant, and (iii) the net worth, experience, and reputation of the resulting corporation is at least equal to the net worth, experience, and reputation of Tenant on the Commencement Date; provided further, that the form of any agreement of assignment or any sublease shall otherwise comply with the terms and conditions of this section.

K. Consent by Landlord to a transfer shall not relieve Tenant from the obligation to obtain Landlord's written consent to any further transfer. If Landlord consents to a transfer, in no event shall any permitted transferee assign or encumber this Lease or its sublease, or further sublet all or any portion of its sublet space, or otherwise suffer or permit the sublet space or any part of it to be used or occupied by others, without Landlord's prior written consent in each instance.

L. If this Lease is nevertheless assigned, or the Premises are sublet or occupied by anyone other than Tenant, Landlord may accept rent from the assignee, subtenant, or occupant and apply the net amount received to the rent reserved in this Lease, but no such assignment, subletting, occupancy, or acceptance of rent shall be deemed a waiver of the requirement for Landlord's consent as contained in this section or constitute a novation or otherwise release Tenant from its obligations under this Lease.

M. The joint and several liability of Tenant and any immediate and remote successor in interest of Tenant (by assignment or otherwise), and the due performance of the obligations of this Lease on Tenant's part to be performed or observed, shall not in any way be discharged, released, or impaired by any (i) agreement that modifies any of the rights or obligations of the parties under this Lease, (ii) stipulation that extends the time within which an obligation under this Lease is to be performed, (iii) waiver of the performance of an obligation required under this Lease, or (iv) failure to enforce any of the obligations set forth in this Lease.

N. If Landlord consents to any transfer, Tenant shall pay to Landlord, on demand, an administrative fee of the greater of (i) all reasonable attorneys' fees and actual costs associated with Landlord's consent to any transfer and the review and preparation of all documents associated therewith, not to exceed \$1,500.00, or (ii) \$750.

O. Landlord may assign or encumber its interest under this Lease. If any portion of the Premises is sold, transferred, or leased, or if Landlord's interest in any underlying lease of the Premises is transferred or sold, Landlord shall be relieved of all existing and future obligations and liabilities under this Lease, provided that the purchaser, transferee, or tenant of the Premises assumes in writing those obligations and liabilities.

8. INSURANCE:

A. Tenant shall, on or before the earlier of the Commencement Date or the date on which Tenant first enters the Premises for any purpose, obtain and keep in full force and effect at all times thereafter the following insurance coverages relating to the Premises:

(i) Insurance against loss or liability in connection with bodily injury, death, or property damage or destruction, occurring on or about the Premises under one or more policies of commercial general liability insurance. Each policy shall be written on an occurrence basis and contain coverage at least as broad as that provided under the then most current Insurance Services Office (ISO) commercial general liability insurance form which provides the broadest coverage. Each policy shall specifically include the Premises and all areas, including sidewalks and corridors, adjoining or appurtenant to the Premises. The insurance coverage shall be in an initial amount of not less than \$2 million per occurrence limit, \$2 million general aggregate limit, \$2 million personal and advertising limit, and \$2 million products/completed operations limit, which coverage limits may be effected with umbrella coverage. Each policy shall also include the broad form comprehensive general liability endorsement or equivalent and, in addition, shall provide at least the following extensions or endorsements: (a) coverage for explosion, collapse, and underground damage hazards, when applicable; (b) a cross liability or severability of interest extension or endorsement or equivalent so that in the event that one insured files a claim against another insured under the policy, the policy affords coverage for the insured against whom the claim is made as if separate policies had been issued; (c) a knowledge of occurrence extension or endorsement so that knowledge of an occurrence by the agent, servant, or employee of the insured shall not in itself constitute knowledge by the insured, unless a managing general partner or an executive officer, as the case may be, shall have received the notice from the agent, servant, or employee; (d) a notice of occurrence extension or endorsement so that if the insured reports the occurrence of an accident to its workers' compensation carrier and the occurrence later develops into a liability claim, the failure to report the occurrence immediately to each or any other company when reported to the workers' compensation carrier shall not be deemed a violation of the other company's policy conditions; (e) an unintentional errors and omissions extension or endorsement so that failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the insured as to the coverage afforded by the policy, provided the failure or omission is not intentional; and (f) a blanket additional insured extension or endorsement or equivalent providing coverage for unspecified additional parties as their interest may appear with the insured.

(ii) Comprehensive automobile liability insurance on an occurrence basis in an initial amount of not less than \$1 million combined single limit. This policy shall be on the then most current ISO form which provides the broadest coverage written to cover all owned, hired, and non-owned automobiles.

(iii) All risk property insurance, including fire and lightning, extended coverage, sprinkler damage, theft, vandalism and malicious mischief, or the ISO causes of loss-special form, and flood insurance (if required by Landlord, any mortgagee of the Building Project, or any governmental authority) in an amount adequate to cover 100% of the replacement costs, without co-insurance, of Tenant's Property.

(iv) Workers' compensation insurance in the amount required by law and employer's liability coverage of \$1 million per occurrence and covering all persons employed, directly or indirectly, in connection with Tenant's business or the Tenant Improvements or any future Alterations.

(v) Business income and extra expense insurance covering the risks to be insured by the all risk property insurance described above, on an actual loss sustained basis, but in all events in an amount sufficient to prevent Tenant from being a co-insurer of any loss covered under the applicable policy or policies.

(vi) Such other insurance as may be carried on the Premises and Tenant's operation of the Premises, as may be reasonably required by Landlord.

B. Except for work to be performed by Landlord, before any Alterations are undertaken by or on behalf of Tenant, Tenant shall obtain and maintain, at its expense, or Tenant shall require any contractor performing work on the Premises to obtain and maintain, at no expense to Landlord, in addition to workers' compensation insurance as required by the law of the State in which the Premises are located, all risk builder's risk insurance in the amount of the replacement cost of the applicable Alterations (or such other amount reasonably required by Landlord), automobile and commercial general liability insurance (including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage coverage, and contractor's protective liability) written on an occurrence basis with a minimum limit of \$1 million per occurrence limit, \$2 million general aggregate limit, \$1 million personal and advertising limit, and \$1 million products/completed operations limit; which limits may be accomplished by means of an umbrella policy. The contractor's commercial general liability insurance shall cover claims arising out of (i) the general contractor's operations, (ii) acts of independent contractors, (iii) products/completed operations (with broad form property damage), (iv) liability assumed under contract (on a broad form property damage basis), (v) liability assumed under contract (on a broad form blanket basis), (vi) explosion, collapse, and underground damage hazards, when applicable, and (vii) owned/nonowned/hired vehicles.

C. All insurance policies shall be (i) in form reasonably satisfactory to Landlord; and (ii) written with insurance companies reasonably satisfactory to Landlord and having a policyholder rating of at least "A-" and a financial size category of at least "Class XII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies, and authorized to engage in the business of insurance in the State in which the Premises are located. The insurance policies described in Subsections 8A(i) and 8A(ii) shall name Landlord and Landlord's directors, officers, partners, agents, employees, and managing agent, as additional insureds and shall provide that they may not be terminated or modified in any way that would materially decrease the protection afforded Landlord under this Lease without 30 days' advance notice to Landlord. The minimum limits of insurance specified in this section shall in no way limit or diminish Tenant's liability under this Lease. Tenant shall furnish to Landlord, not less than 15 days before the date the insurance is first required to be carried by Tenant, and thereafter at least 15 days before the expiration of each policy, evidence of insurance (on ACORD 27 or other form acceptable to Landlord), and such other evidence of coverages as Landlord may reasonably request, and evidence of payment of all premiums and other expenses owed in connection with the policies. On Tenant's default in obtaining or delivering any required insurance or Tenant's failure to pay the charges for any required insurance, Landlord may, at its option, on or after the tenth day after notice is given to Tenant, procure or pay the charges for the insurance and the total cost and expense (including attorneys' fees) incurred shall be paid by Tenant to Landlord. Any minimum amount of coverage specified in this section shall be subject to increase at any time, and from time to time, after commencement of the third full year of the Lease Term, if Landlord shall reasonably determine that an increase is necessary for adequate protection. Within 30 days after demand by Landlord that the minimum amount of any coverage be increased, Tenant shall furnish Landlord with evidence of the increased coverage.

D. Except as set forth below, Landlord and Tenant each expressly, knowingly, and voluntarily waive and release any claims that they may have against the other or the other's employees, agents, or contractors and against every other tenant in the Building Project who shall have executed a waiver similar to this one for damage to its properties and loss of business (specifically including loss of rent by Landlord and business interruption by Tenant) as a result of the acts or omissions of the other party or the other party's employees, agents, or contractors (specifically including the negligence of either party or its employees, agents, or contractors and the intentional misconduct of the employees, agents, or contractors of either party), which claims are covered by the workers' compensation, employer's liability, property, rental income, business income, or extra expense insurance described in this Lease, or other property insurance that either party may carry at the time of an occurrence. Landlord and Tenant shall each, on or before the earlier of the Commencement Date or the date on which Tenant first enters the Premises for any purpose, obtain and keep in full force and effect at all times thereafter a waiver of

subrogation from its insurer concerning the workers' compensation, employer's liability, property, rental income, and business interruption insurance maintained by it for the Building Project and the property located in the Building Project. This subsection shall not apply to claims for damages of less than \$1,000 or to claims for personal injury or wrongful death.

E. Landlord shall maintain fire and extended coverage insurance on the Building Project in an amount not less than 80% of the replacement cost of the Building Project and commercial general liability insurance relating to the Building Project and its appurtenances in an amount not less than \$3 million per occurrence. In addition, Landlord may, at its option, maintain coverages in excess of the minimum limits set forth in this subsection and additional coverages as specified in the definition of Operating Costs. The total cost of all insurance maintained by Landlord under this subsection shall be included in Operating Costs.

9. DEFAULT:

A. **Events of Default.** Each of the following shall be an event of default under this Lease: (i) Tenant fails to make any payment of rent when due (a "Monetary Default"); or (ii) Tenant fails to perform any other covenant or agreement of this Lease or the Rules and Regulation or any Guarantor defaults under any guaranty of this Lease (a "Nonmonetary Default"); or (iii) Tenant or any Guarantor or surety for Tenant's obligations under this Lease becomes bankrupt or insolvent or makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings be taken by or against Tenant or any Guarantor or surety; or (iv) a receiver or trustee in bankruptcy is appointed for the Tenant's property and the appointment is not vacated and set aside within 60 days from the date of the appointment; or (v) Tenant ceases to conduct fully its business as specified in this Lease for a period of 15 consecutive days; or (vi) Tenant, before the expiration of the Lease Term, and without the written consent of Landlord, vacates the Premises or abandons possession of the Premises; or (vii) the leasehold estate granted to Tenant by this Lease is taken on execution or other legal process.

B. Grace Periods.

(1) **Monetary Defaults.** Tenant shall have a period of ten days after notice from Landlord of a Monetary Default in which to cure the default.

(2) **Nonmonetary Defaults.** Provided the default does not involve an Emergency that must be addressed in a shorter time frame, Tenant shall have a period of 15 days after notice from Landlord of a Nonmonetary Default in which to cure the default. In addition, provided that the default does not involve an Emergency that must be addressed in a shorter time frame, this grace period shall be extended if the default is of a nature that it cannot be completely cured within the 15 day period solely as a result of nonfinancial circumstances outside of Tenant's control, provided that Tenant has promptly commenced all appropriate actions to cure the default within the 15 day period and those actions are thereafter diligently and continuously pursued by Tenant in good faith. In no event, however, shall the grace period exceed a total of 90 days. If the Nonmonetary Default is not cured before the expiration of the grace period, as extended, then Landlord may pursue any or all of its remedies.

(3) **Statutory Notices.** The notices of defaults to be given under this subsection may be the same as the notice required under Section 83.20, Florida Statutes or any successor statute and this Lease shall not be construed to require Landlord to give two separate notices to Tenant before proceeding with any remedies.

(4) **Default Status.** Tenant shall not be considered in default under this Lease until the applicable grace periods have expired without the applicable event of default having been cured.

C. **Landlord's Remedies.** In the event of a default by Tenant, after the expiration of any applicable grace period, in addition to all other remedies available to Landlord at law or in equity, Landlord may:

(i) Retake possession of the Premises and relet the Premises or any part of the Premises in the name of Landlord, or otherwise, as Tenant's agent, for a term shorter or longer than the balance of the Lease Term, and may grant concessions or free rent to the new tenant, thereby terminating Tenant's tenancy in the Premises and right to possess the Premises, without terminating Tenant's obligations to pay rent. If Landlord retakes possession of the Premises, Landlord shall use good faith efforts to relet the Premises. Good faith efforts shall not require Landlord to: (i) use any greater efforts than Landlord then uses to lease other properties Landlord or its affiliates owns or manages; (ii) relet the Premises in preference to any other space in the Building Project; (iii)

relet the Premises to any party that Landlord could reasonably reject as a transferee under the Assignment or Subletting section of this Lease; (iv) accept rent in an amount which is less than the fair market rental for the Premises; (v) perform any tenant improvements, grant any tenant improvement allowances, grant any "free rent," or otherwise pay any sum or grant any monetary concessions in order to obtain a new tenant; (vi) observe any instruction given by Tenant about the reletting process or accept any tenant offered by Tenant unless the offered tenant leases the entire Premises and the criteria of this subsection are otherwise fully met. Any entry or reentry by Landlord, whether had or taken under summary proceedings or otherwise, shall not absolve or discharge Tenant from liability under this Lease. "Reenter" and "re-entry" as used in this Lease are not restricted to their technical legal meaning. No reentry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to accept a surrender of the Premises unless a notice of such intention is given to Tenant. Landlord's failure to relet the Premises after using good faith efforts or Landlord's failure to collect rent on reletting, shall not affect Tenant's liability under this Lease. Landlord shall not, in any event, be required to pay Tenant any surplus of any sums received by Landlord on a reletting of the Premises in excess of the rent provided in this Lease.

(ii) Institute a distress for rent action and obtain a distress writ under Sections 83.11 through 83.19, Florida Statutes. Tenant expressly, knowingly, and voluntarily waives all constitutional, statutory, or common law bonding requirements, including the requirement under Section 83.12, Florida Statutes, that Landlord file a bond payable to Tenant in at least double the sum demanded by Landlord (or double the value of the property sought to be distrained), it being the intention of the parties that no bond shall be required to be filed by Landlord in any distress action. Tenant further waives the right under Section 83.14, Florida Statutes to replevy distrained property;

(iii) Obtain injunctive and declaratory relief, temporary or permanent, or both, against Tenant or any acts, conduct, or omissions of Tenant, and further to obtain specific performance of any term, covenant, or condition of this Lease;

(iv) After regaining possession of the Premises, remove all or any part of Tenant's Property from the Premises and any property removed may be stored at the cost of, and for the account of, Tenant, and Landlord shall not be responsible for the care or safekeeping of Tenant's Property whether in transport, storage, or otherwise. Landlord may retain possession of Tenant's Property until all storage charges and all other amounts owed by Tenant to Landlord under this Default section have been paid in full. Nothing set forth in this subsection shall limit Landlord's rights to enforce any lien or security interest in favor of Landlord against Tenant's Property or Landlord's rights under the End of Term section of this Lease; and

(v) If all or any part of the Premises is then assigned, sublet, transferred, or occupied by someone other than Tenant, Landlord, at its option, may collect directly from the assignee, subtenant, transferee, or occupant all rent becoming due to Tenant by reason of the assignment, sublease, transfer, or occupancy. Any collection directly by Landlord from the assignee, subtenant, transferee, or occupant shall not be construed to constitute a novation or a release of Tenant from the further performance of its obligations under this Lease.

D. Acceleration. Landlord may declare the entire balance of all forms of rent due under this Lease for the remainder of the Lease Term to be forthwith due and payable and may collect the then present value of the rents (calculated using a discount rate equal to the yield then obtainable from the United States Treasury Bill or Note with a maturity date closest to the date of expiration of the Lease Term). If Landlord exercises its remedy to retake possession of the Premises and collects from Tenant all forms of rent owed for the remainder of the Lease Term, Landlord shall account to Tenant, at the date of the expiration of the Lease Term, for amounts actually collected by Landlord as a result of a reletting, net of the Tenant's obligations as specified above.

E. Bankruptcy.

(i) The meaning of "adequate assurance of future performance" as used in the Bankruptcy Code shall include at least the following: (a) the posting of a security deposit in, or increase of the existing Security Deposit by, a sum equal to three months' installments of Base Rent and additional rent for Operating Costs at the then current rate; (b) that the Tenant, if it is seeking to assume this Lease without assigning it, or the proposed assignee has sufficient financial wherewithal to discharge its obligations under this Lease and the proposed agreement of assignment as determined by Landlord's criteria for selecting Building Project tenants as of the date of the assumption of this Lease and has a net worth, experience, and reputation that is not less than the net worth, experience, and reputation that Tenant had on the Commencement Date; and (c) that the conditions

to Landlord's consent to a transfer set forth in Subsection D of the Assignment or Subletting section of this Lease have all been met. If Tenant receives or is to receive any valuable consideration for an assignment of this Lease, 50% of the consideration, after deducting therefrom (1) the brokerage commissions, if any, and other expenses reasonably incurred by Tenant for the assignment, and (2) any portion of the consideration reasonably designated by the assignee as paid for the purchase of Tenant's Property, shall be and become the sole and exclusive property of Landlord and shall be paid over to Landlord directly by the assignee. If, under the provisions of the Bankruptcy Code, Tenant assumes this Lease and proposes to assign it to any person or entity whom shall have made a bona fide offer to accept an assignment of this Lease on terms acceptable to Tenant, then notice of the proposed assignment setting forth: (i) the name and address of the proposed assignee, (ii) all of the terms and conditions of the proposed assignment, and (iii) the adequate assurance to be provided Landlord to assure the proposed assignee's future performance under this Lease, shall be given to Landlord by Tenant no later than 20 days after receipt by Tenant, but in any event no later than ten days before the date that Tenant shall make application to a court of competent jurisdiction for authority and approval to enter into the assumption and assignment, and Landlord shall thereon have the prior right and option, to be exercised by notice to Tenant given at any time prior to the relocation date of the proposed assignment, to accept an assignment of this Lease on the same terms and conditions and for the same consideration, if any, as the bona fide offer made by the proposed assignee, less any brokerage commission that may be payable out of the consideration to be paid by the assignee for the assignment of this Lease.

(ii) For purposes of the Bankruptcy Code, "adequate protection" of Landlord's interest in the Premises prior to assumption or assignment of this Lease by Tenant shall include, but not be limited to, the posting of a security deposit in, or increase of the existing Security Deposit by, a sum equal to three months' installments of Base Rent and additional rent for Operating Costs at the then current rate. Tenant acknowledges that absent full and timely performance of its obligations under this Lease, Landlord's interest in the Premises and this Lease will not be adequately protected. Consequently, if a proceeding under any chapter of the Bankruptcy Code is instituted by or against Tenant, Tenant shall, at all times subsequent to the filing of the case, be in full and complete compliance with the provisions of Section 365(d)(3) of the Bankruptcy Code. If Tenant fails to comply at all times and in all respects with the provisions of Section 365(d)(3) of the Bankruptcy Code, the failure shall constitute "cause" for modification of the automatic stay of Section 362 of the Bankruptcy Code in order to permit Landlord to pursue whatever state law remedies may be available to it, including eviction.

(iii) All attorneys' fees incurred by Landlord in connection with any bankruptcy proceedings involving Tenant or incurred by Landlord in connection with any default by Tenant under this Lease shall be deemed an "actual pecuniary loss" that Tenant must pay as a condition to assuming this Lease.

(iv) If a bankruptcy petition is filed by or against Tenant, Tenant shall immediately execute a stipulation or other pleading evidencing consent to a lifting or modification of the automatic stay of Section 362 of the Bankruptcy Code, allowing Landlord to enforce the terms of this Lease.

(v) When, under the Bankruptcy Code, any trustee or debtor in possession is obligated to pay reasonable use and occupancy charges for the use of all or part of the Premises, the charges shall be not less than the Base Rent and additional rent payable under this Lease as of that date.

(vi) If a proceeding under any chapter of the Bankruptcy Code is instituted by or against Tenant, Tenant shall not seek an extension of time within which it must assume or reject this Lease under Section 365(d)(4) of the Bankruptcy Code, and Tenant irrevocably waives and relinquishes any right it may have to seek an extension to the fullest extent permitted by applicable law. Failure of Tenant to assume this Lease within the 60 day time period provided in Section 365(d)(4) of the Bankruptcy Code, without extension of that time period, shall conclusively and irrevocably constitute the Tenant's rejection of this Lease and waiver of any rights of Tenant to assume or assign this Lease.

(vii) "Prompt cure" of any existing defaults for purposes of assuming this Lease in any case under the Bankruptcy Code, includes, but not by way of limitation: (a) in the case of Monetary Defaults, the payment of not less than three months' rent delinquencies, and all other payments and charges whatsoever, on the date of assumption, and not less than three additional months' delinquencies in each succeeding month until all Monetary Defaults have been cured; provided however, that in no event shall the period of cure exceed three months from the date of assumption; (b) in the case of Nonmonetary Defaults, any default that can be cured by a single act, circumstance, or event, shall be cured no later than the date of assumption. To the extent any Nonmonetary Default requires a series of acts, circumstances, or events, the default shall be cured within 30 days of the date of assumption

of this Lease, unless the default cannot, in good faith, be completely remedied during the 30 day period, in which event Tenant shall have a reasonable amount of time to cure the default.

F. Landlord's Right to Perform. Should Tenant default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under this Lease after the expiration of any grace period provided in **Subsection B**, Landlord may perform the obligations of Tenant, and if Landlord, in doing so, makes any reasonable expenditures or incurs any reasonable obligation for the payment of money, including reasonable attorneys' fees, the sums so paid or obligations incurred shall be paid by Tenant to Landlord within five days of rendition of a bill or statement to Tenant therefor. If the Lease Term shall have expired at the time of the making of the expenditures or incurring of the obligations, the sums shall be recoverable by Landlord as damages. Any exercise by Landlord of its rights under this subsection or under any other reservation of a right by Landlord to enter upon the Premises and to make or perform any repairs, Alterations, or other work in the Premises, which, in the first instance, is the Tenant's obligation under this Lease, shall not be deemed to: (i) impose any obligation on Landlord to do so; (ii) render Landlord liable to Tenant or any third party for the failure to do so; or (iii) relieve Tenant from any obligation to indemnify Landlord as otherwise provided elsewhere in this Lease. This section shall survive the expiration or sooner termination of this Lease.

G. Jurisdiction and Venue. Any legal action or proceeding arising out of or in any way connected with this Lease shall be instituted in a court (federal or state) located in Palm Beach County, Florida, which shall be the exclusive jurisdiction and venue for litigation concerning this Lease. Landlord and Tenant shall be subject to the jurisdiction of those courts in any legal action or proceeding. In addition, Landlord and Tenant waive any objection that they may now or hereafter have to the laying of venue of any action or proceeding in those courts, and further waives the right to plead or claim that any action or proceeding brought in any of those courts has been brought in an inconvenient forum. This provision shall not be construed as a waiver of service of process in any action or proceeding.

H. Remedies Cumulative. The remedies provided in this Lease or presently or hereafter existing at law or in equity shall be cumulative and concurrent, and may be exercised as often as occasion therefor shall occur. No single or partial exercise by Landlord of any remedy shall preclude any other or further exercise of that remedy or of any other remedy.

I. Multiple Defaults.

(i) Tenant acknowledges that any rights or options of first refusal, or to extend the Lease Term, to expand the size of the Premises, to delete space from the Premises, to purchase the Premises or the Building Project, or other similar rights or options that have been granted to Tenant under this Lease are conditioned on the prompt and diligent performance of the terms of this Lease by Tenant. Accordingly, should Tenant, on three or more occasions during any 12 month period, (i) fail to pay any installment of rent within five days of the due date; or (ii) otherwise default under this Lease; in addition to all other remedies available to Landlord, all such rights and options shall automatically, and without further action on the part of any party, expire and be deemed canceled and of no further force and effect.

(ii) Should Tenant default in the payment of rent on two or more occasions during any 12 month period, regardless of whether the default is cured, then, in addition to all other remedies otherwise available to Landlord, Tenant shall, within ten days after demand by Landlord, post a security deposit in, or increase the existing Security Deposit by, a sum equal to three months' installments of Base Rent. Any security deposit posted under the foregoing sentence shall be governed by the Security Deposit section of this Lease.

(iii) Should Tenant default under this Lease on two or more occasions during any 12 month period, in addition to all other remedies available to Landlord, any notice requirements or cure periods otherwise set forth in this Lease for a default by Tenant shall not apply.

J. Late Charges. If any payment due Landlord under this Lease shall not be paid within five days of the date when due, Tenant shall pay, in addition to the payment then due, an administrative charge equal to the greater of (i) 5% of the past due payment; or (ii) \$250.

K. Interest. All payments due Landlord under this Lease shall bear interest at the lesser of: (i) the Prime Rate in effect as of the date when the installment was due, plus 500 basis points, or (ii) the Maximum Rate, accruing from the date the obligation arose through the date payment is actually received by Landlord.

L. **Bad Checks.** If any check given to Landlord for any payment under this Lease is dishonored for any reason whatsoever not attributable to Landlord, in addition to all other remedies available to Landlord, at Landlord's option, all future payments from Tenant shall be made by cashier's check drawn on a bank located in the county where the Premises are located or by Federal Reserve wire transfer to Landlord's account.

M. **Limitation of Remedies; Exculpation.** Tenant waives all remedies for defaults by Landlord and all claims under any indemnities granted by Landlord under this Lease based on loss of business or profits or other consequential damages or for punitive or special damages of any kind or, except as specifically provided in this Lease, to terminate this Lease. None of Landlord's officers, employees, agents, directors, shareholders, partners, or affiliates shall ever have any personal liability to Tenant under this Lease. Tenant shall look solely to Landlord's estate and interest in the Building for the satisfaction of any right or remedy of Tenant under this Lease, or for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord, and no other property or assets of Landlord or its principals shall be subject to levy, execution, or other enforcement procedure for the satisfaction of Tenant's rights or remedies under this Lease, the relationship of Landlord and Tenant under this Lease, Tenant's use and occupancy of the Premises, or any other liability of Landlord to Tenant of whatever kind or nature. No act or omission of Landlord or its agents shall constitute an actual or constructive eviction of Tenant unless Landlord shall have first received notice of Tenant's claim and shall have failed to cure it after having been afforded a reasonable time to do so, which in no event shall be less than 30 days.

N. **Presumption of Abandonment.** It shall be conclusively presumed that Tenant has abandoned the Premises if Tenant fails to keep the Premises open for business during regular business hours for 15 consecutive days while in Monetary Default. The grace periods set forth in this Section shall not apply to the application of this presumption. In the event of an abandonment, Landlord shall have the right to immediately retake possession of the Premises without legal process.

O. **Landlord's Default.** Landlord shall be in default under this Lease if Landlord fails to perform any of Landlord's obligations under this Lease and the failure continues for more than 30 days after notice from Tenant specifying the default, or if the default is of a nature that it cannot be completely cured within the 30 day period solely as a result of nonfinancial circumstances outside of Landlord's control, if Landlord fails to begin curing the default within the 30 day period or fails thereafter to cure the default within the time reasonably necessary to do so. In the event of an uncured Landlord default, Tenant may take whatever actions are reasonably necessary to perform the obligation of Landlord specified in the default notice and if Tenant, in connection with such actions, makes any expenditures the amounts so reimbursed shall be paid by Landlord to Tenant within 30 days of rendition of a bill or statement to Landlord for them. If Landlord fails to pay these costs and Tenant has received a final, nonappealable judgment for damages against Landlord for the costs (following arbitration as provided in this subsection), then Tenant shall have the right to deduct the unpaid amount of the judgment from the Base Rent to become due under this Lease until fully credited. Any dispute as to Tenant's exercise of any rights under this subsection shall be submitted to arbitration in accordance with the non-expedited procedures of the Commercial Arbitration Rules of the American Arbitration Association then in force, with the following exceptions. Each arbitrator shall have at least ten years' experience in the supervision of the operation and management of major office buildings in the South Florida area. The scope of the arbitrators' inquiry and determination shall be limited to whether Landlord is in compliance with its obligations under this Lease in accordance with the express provisions of this Lease and the arbitrators shall not apply principles of good faith and fair dealing, unconscionability, or any other equitable principles in reaching their decision. All work performed by Tenant under this subsection must be performed at a reasonable and competitive cost. If any proposed actions by Tenant will affect the electrical, plumbing, HVAC, mechanical, or other systems of the Building, or the structural integrity of the Building, Tenant shall use only those contractors used by Landlord in the Building to work on the Building's systems or structure, unless those contractors are unwilling or unable to perform the work, in which event Tenant may utilize the services of another qualified, licensed, and insured contractor subject to Landlord's prior approval, not to be unreasonably withheld. In exercising any rights under this subsection, Tenant shall use commercially reasonable efforts to minimize interference with the rights of other tenants to use their respective premises in the Building. All work performed under this subsection shall also be subject to the Alterations section of this Lease.

10. ALTERATIONS:

A. Tenant shall make no Alterations without the prior written consent of Landlord, which consent may be arbitrarily withheld. However, Landlord will not unreasonably withhold or delay consent to written

requests of Tenant to make nonstructural interior Alterations, provided that they do not affect utility services or plumbing and electrical lines or other systems of the Building Project and are not visible from outside the Premises.

B. All Alterations shall be performed in accordance with the following conditions:

(i) All Alterations requiring a building permit shall be performed in accordance with plans and specifications first submitted to Landlord for its prior written approval, which approval shall not be unreasonably withheld. Landlord shall be given, in writing, a good description of all other Alterations. Any changes in or deviations from the plans originally approved by Landlord must be similarly approved by Landlord.

(ii) All Alterations shall be done in a good and workmanlike manner. Tenant shall, before the commencement of any Alterations, obtain and exhibit to Landlord any governmental permit required for the Alterations.

(iii) All Alterations shall be done in compliance with all other applicable provisions of this Lease and with all applicable laws, ordinances, directives, rules, and regulations of governmental authorities having jurisdiction, including the ADA and all laws dealing with the abatement, storage, transportation, and disposal of asbestos or other hazardous materials, which work, if required, shall be effected by contractors and consultants approved by Landlord and in strict compliance with all applicable laws. Notwithstanding anything to the contrary contained in this section, Tenant shall not penetrate or disrupt the structural columns of the building located within the Premises or any area within three feet of any structural column, in performing any Alterations.

(iv) All work shall be performed by contractors having, in the reasonable opinion of Landlord, the proper qualifications. Tenant shall provide Landlord with the name of the Tenant's contractor, a copy of the contractor's licenses to do work in the subject jurisdiction(s), a Contractor's Qualification Statement in the most current American Institute of Architects form, a copy of the executed contract between the Tenant and its contractor, and a copy of the contractor's work schedule. All contractors shall obtain a payment and performance bond in form complying with Section 713.23, Florida Statutes and deliver a copy of the bond to Landlord before commencement of any Alterations.

(v) Before the commencement of any work by or for Tenant, Tenant shall furnish to Landlord certificates evidencing the existence of builder's risk, comprehensive general liability, and workers' compensation insurance complying with the requirements of the Insurance section of this Lease.

(vi) All work to be performed by Tenant shall be done in a manner that will not unreasonably interfere with or disturb other tenants and occupants of the Building Project. Tenant shall submit to Landlord a plan for execution of the work indicating in reasonable detail the manner in which the work shall be prosecuted in view of the necessity of minimizing noise and inconvenience to the users of the Building Project. The plan shall be subject to the reasonable approval of Landlord. The plan shall provide that all portions of the work involving excessive noise or inconvenience to other users of the Building Project shall be done after Normal Business Hours.

(vii) Any damage to any part of the Building Project that occurs as a result of any Alterations shall be promptly repaired by Tenant to the reasonable satisfaction of Landlord.

(viii) Tenant and its contractor and all other persons performing any Alterations shall abide by Landlord's job site rules and regulations and fully cooperate with Landlord's construction representative(s) in coordinating all of the work in the Building Project, including hours of work, parking, and use of the construction elevator.

(ix) All Alterations will comply with the requirements of any energy efficiency program offered by the electric service provider to the Building Project.

(x) All materials used in any Alterations, including paint, carpet, wall or window coverings, carpet glues, and any other chemicals shall be subject to Landlord's reasonable prior written approval.

(xi) Landlord, or its agent or contractor, may supervise the performance of any Alterations, and, if so, Tenant shall pay to Landlord an amount equal to 6% of the cost of the work, as a fee for

supervision and coordination of the work and as reimbursement for expenses incurred by Landlord in connection with Landlord's supervision and coordination.

Landlord understands that Tenant intends to perform improvement work in the Premises after the Commencement Date in accordance with the terms and conditions of this Section 10.

11. **LIENS:** The interest of Landlord in the Premises shall not be subject in any way to any liens, including construction liens, for improvements to or other work performed in the Premises by or on behalf of Tenant. Tenant shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion, or other estate of Landlord (or the interest of any ground lessor) in the Premises or in the Building Project and all mechanics, materialmen, contractors, artisans, and other parties contracting with Tenant or its representatives or privies as to the Premises or any part of the Premises are charged with notice that they must look to the Tenant to secure payment of any bill for work done or material furnished or for any other purpose during the Lease Term. These provisions are made with express reference to Section 713.10, Florida Statutes. Notwithstanding these provisions, Tenant, at its expense, shall cause any lien filed against the Premises or the Building Project for work or materials claimed to have been furnished to Tenant to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within 15 days after notice to Tenant. Further, Tenant agrees to indemnify, defend, and save Landlord harmless from and against any damage or loss, including reasonable attorneys' fees, incurred by Landlord as a result of any liens or other claims arising out of or related to work performed in the Premises by or on behalf of Tenant. Tenant shall notify every contractor making improvements to the Premises that the interest of the Landlord in the Premises shall not be subject to liens for improvements to or other work performed in the Premises by or on behalf of Tenant. Tenant shall execute, acknowledge, and deliver without charge a short form of lease or notice in recordable form containing a confirmation that the interest of Landlord in the Premises and the Building Project shall not be subject to liens for improvements or other work performed in the Premises by or on behalf of Tenant. If a short form of lease or notice is executed, it shall expressly provide that it shall be of no further force or effect after the last day of the Lease Term or on the filing by Landlord of an affidavit that the Lease Term has expired or this Lease has been terminated or that the Tenant's right to possession of the Premises has been terminated.

12. **ACCESS TO PREMISES:**

A. Landlord and persons authorized by Landlord may enter the Premises at any time without notice to Tenant in the event of an Emergency or to provide routine janitorial services. Landlord and persons authorized by Landlord shall also have the right to enter the Premises at all reasonable times and on reasonable advance oral or written notice for the purposes of making repairs, replacements, and improvements that may be Landlord's obligation under this Lease or that Landlord deems necessary for the safety, protection, or preservation of the Building Project or when entry will facilitate repairs, alterations, or additions to the Building Project or any tenant's premises. If reasonably necessary for the protection and safety of Tenant and its agents and employees, Landlord may temporarily close the Premises to perform repairs, alterations, or additions to the Building Project, provided that Landlord shall use reasonable efforts to perform all work after Normal Business Hours. Landlord and persons authorized by Landlord shall also have the right to enter the Premises at all reasonable times and on reasonable advance oral or written notice to inspect the Premises and conduct such tests and investigations (including a Phase I Indoor Air Quality audit) to evaluate the indoor air quality in the Premises or the Building, or both.

B. Landlord may exhibit the Premises to prospective purchasers or mortgagees of Landlord's interest in the Premises during Normal Business Hours after reasonable advance oral or written notice. During the last six months of the Lease Term, Landlord or its agents may exhibit the Premises to prospective tenants during Normal Business Hours after reasonable advance oral or written notice.

13. **INTENTIONALLY DELETED.** The omission of this Section 13 shall not be construed as a waiver of Landlord's lien rights as provided by law.

14. **BUILDING PROJECT AND COMMON AREAS:**

A. The "Common Areas" of the Building Project include such areas and facilities as a lobby, delivery facilities, walkways, common corridors, landscaped and planted areas, parking facilities, elevators, stairways, and public restrooms. Landlord shall operate, manage, equip, light, repair, and maintain the Common Areas. Landlord may, at any time and from time to time, without the same constituting an actual or constructive

eviction, and without otherwise incurring any liability to Tenant, increase, reduce, or change the number, type, size, location, elevation, nature, and use of any of the Common Areas, make improvements, alterations, or additions to the Building Project, remove or change the arrangement and/or location of entrances or passageways, corridors, elevators, stairs, public restrooms, or other public parts of the Building Project, and change the name or number by which the Building Project is known. Landlord may also temporarily close the Common Areas to make repairs.

B. As long as Tenant is entitled to possession of the Premises, Tenant shall have a nonexclusive right, in common with Landlord, the other tenants of the Building Project, and all others to whom Landlord has granted or may hereafter grant rights, to use the Common Areas, subject to the terms of this Lease and the Rules and Regulations. The Common Areas shall at all times be subject to the exclusive control and management of Landlord. Landlord may grant third parties specific rights concerning portions of the Common Areas and any such grant shall not be deemed an infringement on any rights granted to Tenant under this Lease or otherwise.

C. This Lease does not create, nor will Tenant have any express or implied easement for, or other rights to, air, light, or view over, from, or about the Building Project.

D. Tenant shall conform to the Rules and Regulations. No failure of Landlord to enforce any Rules and Regulations against any other tenant shall be deemed a default by Landlord under this Lease, or excuse compliance with the Rules and Regulations by Tenant.

15. ENVIRONMENTAL LAWS:

A. Tenant's use of, and activities on, the Premises shall be conducted in compliance with all Environmental Laws. If any of Tenant's activities require the use of "hazardous" or "toxic" substances, as those terms are defined by any of the Environmental Laws, then Tenant represents and warrants to Landlord that Tenant has received all permits and approvals required under the Environmental Laws concerning the toxic or hazardous substances. Tenant shall maintain the Premises in a "clean" condition during the Lease Term. As used in this section, the term "clean" shall mean that the Premises are in complete compliance with the Environmental Laws and this Lease.

B. If Tenant breaches any of its representations, warranties, or covenants and agreements contained in this section or fails to notify Landlord of the release of any hazardous or toxic substances from the Premises, then, in addition to all other rights and remedies available to Landlord, Landlord shall have the right to initiate a clean up of the Premises, in which case Landlord shall be reimbursed by Tenant for, and indemnified by Tenant from, any and all costs, expenses, losses, and liabilities incurred in connection with the clean up (including all reasonable attorneys' fees) by Landlord. In the alternative, Landlord may require Tenant to clean up the Premises and to fully indemnify and hold Landlord harmless from any and all losses, liabilities, expenses (including but not limited to reasonable attorneys' fees), and costs incurred by Landlord in connection with Tenant's clean up action. Notwithstanding anything in this section, Tenant agrees to pay, and shall indemnify Landlord from and against, any and all losses, claims, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred by Landlord as a result of any breach by Tenant of this section, and as a result of any contamination of the Premises because of Tenant's use of hazardous or toxic substances on the Premises.

C. If Tenant's operations require the ongoing use of hazardous or toxic substances, then Tenant shall supply Landlord with copies of reports and any other monitoring information required by the Environmental Laws. As used in this section, "Premises" shall mean and refer to the property that is the subject of this Lease as well as any portion of the Building Project that may be damaged or contaminated by the release of any toxic or hazardous substance.

D. This section shall survive the expiration or sooner termination of this Lease.

16. CASUALTY DAMAGE:

A. If (i) the Building Project shall be so damaged that substantial alteration or reconstruction of the Building Project shall, in Landlord's opinion, be required (whether or not the Premises shall have been damaged by the casualty); or (ii) any mortgagee of the Building Project should require that the insurance proceeds payable as a result of a casualty be applied to the payment of the mortgage debt; or (iii) there is any material loss to the Building Project that is not covered by insurance required to be maintained by Landlord under this Lease; or (iv) the Premises shall be partially damaged by casualty during the last two years of the Lease Term, and the

estimated cost of repair exceeds 10% of the Base Rent then remaining to be paid by Tenant for the balance of the Lease Term; Landlord may, within 120 days after the casualty, give notice to Tenant of Landlord's election to terminate this Lease, and the balance of the Lease Term shall automatically expire on the fifth day after the notice is delivered.

B. If Landlord does not have the right to terminate this Lease under Subsection A, or if Landlord has the right to terminate and does not elect to do so, Landlord shall proceed with reasonable diligence to restore the Building Project and the Premises to substantially the same condition they were in immediately before the happening of the casualty. However, Landlord shall not be required to restore any unleased premises in the Building Project or any portion of Tenant's Property and Landlord's restoration obligations shall exist only to the extent that Landlord actually receives insurance proceeds in the amount of the estimated cost of the restoration. When repairs to the Premises that are Landlord's obligation under this section, if any, have been completed by Landlord, Tenant shall complete the restoration or replacement of the Premises and all of Tenant's Property necessary to permit Tenant's reoccupancy of the Premises.

C. Rent shall abate in proportion to the portion of the Premises not useable by Tenant as a result of any casualty covered by insurance carried or required to be carried by Landlord under this Lease, as of the date on which the Premises becomes unusable. Landlord shall not be liable to Tenant for any delay in restoring the Premises or any inconvenience or annoyance to Tenant or injury to Tenant's business resulting in any way from the damage or the repairs, Tenant's sole remedy being the right to an abatement of rent.

D. The rights given Tenant under this section are in lieu of and override any rights that Tenant may have by statute.

17. CONDEMNATION:

A. For purposes of this section, any of the following three events shall be deemed a "Taking": (i) if any part of the Building Project is taken or condemned through the exercise of the power of eminent domain by any governmental or private board, body, or agency having the right to exercise such power; or (ii) if any part of the Building Project is conveyed to any condemning authority under threat of condemnation before or after proceedings have been commenced to acquire the property by the condemning authority; or (iii) if a "taking" is judicially declared in any proceeding in which Landlord is a party.

B. In the event of a Taking of all of the Premises, this Lease shall terminate on the date on which possession of the Premises is delivered to the condemning authority (the "Condemnation Date") and rent shall be apportioned and paid to the Condemnation Date.

C. In the event of a Taking of a portion but less than all of the Premises or, even if no portion of the Premises is taken, if a portion of the Building Project is taken resulting in a loss of parking spaces so that the Building Project has fewer parking spaces than is required by applicable law as of the Condemnation Date, as finally determined following any application for a variance, then either Landlord or Tenant may elect to terminate this Lease effective as of the Condemnation Date by providing notice of termination to the other not later than ten days after the Condemnation Date, and rent shall be apportioned and paid to the Condemnation Date. If Tenant sends a notice of termination because the Building Project will have fewer spaces than is required by applicable law and Landlord, within 15 days of receipt of the notice, notifies Tenant that Landlord will provide additional parking on the Building Project or on property adjacent to the Building Project so that the Building Project will have sufficient parking spaces to meet the requirements of applicable law, then Tenant's notice shall be without force or effect and this Lease shall continue in full force and effect.

D. If either party, having a right to terminate this Lease under Subsection C above, fails to terminate this Lease within the time and in the manner provided in Subsection C, or elects not to terminate this Lease, this Lease shall continue in full force and effect but rent payable under this Lease shall abate in direct proportion to the difference in the fair market rental value of the Premises before and after the Taking. No rental abatement shall be granted Tenant for a loss of parking spaces or for the loss of any other portion of the Common Areas, Tenant recognizing that Tenant's right to use parking spaces and the Common Areas in common with Landlord's other tenants does not vest in Tenant any leasehold or other ownership interest in any of the parking spaces or Common Areas.

E. In any case in which this Lease shall not terminate, but shall continue as to the portion of the Premises remaining after the Taking, Landlord shall restore that portion of the Premises so remaining to as near a complete architectural unit as is practical; provided, however, that if Landlord's costs and expenses incurred or to be incurred in connection with the restoration are reasonably estimated by Landlord to exceed the amount of the award to be received by Landlord for any buildings or structures taken and for damages to the remaining buildings or structures, Landlord, regardless of whether Landlord and Tenant have earlier elected to continue this Lease as to the remaining Premises, may nevertheless terminate this Lease by notice to Tenant within 30 days following Landlord's receipt of notice of the amount of the award. Landlord's obligations to restore the Premises under this subsection shall be conditioned on the consent of any mortgagee of the Building Project to the use of the condemnation award for that purpose.

F. Except to the extent set forth in Subsection H below, all awards in condemnation, whether recovered as a result of litigation, or in settlement of litigation or threatened condemnation, or as part of a private purchase in lieu of condemnation, and whether termed compensation or damages, but payable in any event for the Taking of all or a portion of the Premises or the Building Project shall belong solely to Landlord. Tenant assigns to Landlord all of Tenant's right, title, and interest, if any, in and to all awards in condemnation, and all rights to an apportionment of the awards, including all compensation and damages representing the value of any property or improvements taken, damages by way of the reduction in value of the remaining property not taken, damages on account of any reduction in the value of Tenant's leasehold estate or representing the value of Tenant's leasehold improvements, damages for any loss or impairment of access, and, in general, all compensation and damages of whatever kind, nature, or description that may be payable on account of any Taking or on account of the use of the property so taken by the condemning authority.

G. Tenant shall, accordingly, make no claim by way of apportionment or otherwise to any awards in condemnation payable to Landlord under the provisions of this Condemnation section and, therefore, consents to Landlord's withdrawal of any sum deposited into the court registry of any court of competent jurisdiction by a condemning authority, at any time during the pendency of condemnation proceedings, should the proceedings be initiated against Landlord, except to the extent to which any sums so deposited represent damages or compensation that belongs to Tenant under the provisions of Subsection H below.

H. Tenant shall have the right to claim and recover, provided Tenant asserts and pursues its claims against the condemning authority, only that compensation or damage representing Tenant's moving and relocation expenses and the value of Tenant's Property. Tenant may also pursue its business damage claim against the condemning authority; provided, however, that to the extent to which any business damage claim asserted by Tenant serves as a basis on which the condemning authority elects to take or condemn more of Landlord's property than otherwise required for its project in order to save acquisition costs, Tenant assigns its claims to Landlord and Landlord shall be entitled to either pursue, compromise, or abandon any of the claims as Landlord, in its sole discretion, shall determine.

I. Tenant shall be entitled to participate in all condemnation proceedings affecting the Premises.

18. REPAIR AND MAINTENANCE:

A. Landlord shall repair and maintain in good order and condition, ordinary wear and tear excepted, the Common Areas, the roof of the Building, the outside walls of the Building, the exterior windows of the Building, the structural portions of the Building, the elevators, and the electrical, plumbing, mechanical, fire protection, and HVAC systems servicing the Building. However, Tenant shall pay the cost of any such repairs or maintenance resulting from acts or omissions of Tenant, its employees, agents, or contractors. Additionally, Landlord shall replace the building standard fluorescent light tubes in the Premises. Tenant waives the provisions of any law, or any right Tenant may have under common law, permitting Tenant to make repairs at Landlord's expense or to withhold rent or terminate this Lease based on any alleged failure of Landlord to make repairs. Landlord shall not be liable to Tenant or any other party for any loss or damage resulting from failure to perform any maintenance or repairs under this section. Tenant shall look to its insurance coverages for compensation for any loss or damage resulting from any failure of Landlord to perform any maintenance under this section. All costs associated with the repair and maintenance obligations of Landlord under this section shall be included in and constitute Operating Costs.

B. Except as provided in Subsection A, Landlord shall have no maintenance obligation concerning the Premises and no obligation to make any repairs or replacements, in, on, or to the Premises. Tenant

assumes the full and sole responsibility for the condition, operation, repair, replacement, and maintenance of the Premises, including all improvements, throughout the Lease Term, except to the extent expressly set forth in Subsection A. Tenant shall maintain the Premises in good repair and in a clean, attractive, first class condition. Without limiting the generality of foregoing, Tenant shall repair, replace, and maintain in good and operational order and condition the nonstructural interior portions of the Premises, exterior and interior portions of all doors and lock sets, door frames, and door checks, interior windows, plate and window glass, floor coverings, wall coverings, decorations, furniture, fixtures, equipment, and appliances and the electrical and mechanical systems not considered Building Project standard that have been installed for the exclusive use and benefit of Tenant such as additional HVAC equipment, hot water heaters, electrical services for computers or similar items, and security or telephone systems for the Premises. All replacements shall be of equal quality and class to the original items replaced. Tenant shall not commit or allow to be committed any waste on any portion of the Premises.

19. **ESTOPPEL CERTIFICATES:** From time to time, Landlord or Tenant, on not less than ten days' prior notice, shall execute and deliver to the other party an estoppel certificate in a form generally consistent with the requirements of institutional lenders and certified to the other party and any mortgagee or prospective mortgagee or purchaser of the Building Project. In addition, if requested, Tenant shall provide any financial information concerning Tenant and Tenant's business operations and Guarantor that may be reasonably requested by any mortgagee or prospective mortgagee or purchaser of the Building Project. Tenant acknowledges that Landlord will suffer substantial damages if Tenant does not provide an estoppel certificate within the time periods provided in this section. Therefore, Tenant shall pay Landlord the sum of \$100 per day for each day of delay in delivering an estoppel certificate. The parties agree that this is a fair and reasonable estimation of Landlord's actual costs and damages which would be incurred in the event of a delay in the delivery of the estoppel certificate and does not constitute a penalty.

20. **SUBORDINATION:** This Lease is and shall be subject and subordinate to any ground, overriding, or underlying leases and the rights of the landlords under those leases and to all mortgages that may now or hereafter affect the leases or the Building Project, and to all renewals, modifications, consolidations, replacements, and extensions of the leases and mortgages. This section shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, Tenant shall execute promptly any certificate that Landlord may request. The failure of Tenant to execute any certificate within ten days following written demand by Landlord shall constitute a material default under the terms of this Lease. In addition, and without limitation of the rights set forth above, should Tenant fail timely to deliver a certificate, in addition to any other remedies available to Landlord, Landlord shall have the right to deliver the certificate as Tenant's attorney-in-fact. The limited power of attorney granted by Tenant in the immediately preceding sentence being coupled with an interest is deemed to be irrevocable by Tenant. If any ground or underlying lease is terminated, or any mortgage foreclosed, this Lease shall not terminate or be terminable by Tenant unless Tenant was specifically named in any termination or foreclosure judgment or final order. If any ground or underlying lease is terminated, or if the interest of Landlord under this Lease is transferred by reason of or assigned in lieu of foreclosure or other proceedings for enforcement of any mortgage, or if the holder of any mortgage acquires a lease in substitution for the mortgage, or if this Lease is terminated by termination of any lease or by foreclosure of any mortgage to which this Lease is or may be subordinate, then Tenant will, at the option to be exercised in writing by the landlord under any ground or underlying lease or the purchaser, assignee, or tenant, as the case may be, (i) attorn to it and will perform for its benefit all the terms, covenants, and conditions of this Lease on Tenant's part to be performed with the same force and effect as if the landlord or the purchaser, assignee, or tenant were the landlord originally named in this Lease, or (ii) enter into a new lease with the landlord or the purchaser, assignee, or tenant for the remainder of the Lease Term and otherwise on the same terms, conditions, and rents as provided in this Lease. Landlord will use commercially reasonable, good faith efforts to obtain a non-disturbance agreement from any current ground lessor or the holder of any mortgage granted as to the Building Project subsequent to the Date of this Lease, on the lessor's or mortgagee's standard form of agreement, following receipt of Tenant's written request thereof. "Commercially reasonable, good faith efforts" shall not require Landlord to incur any cost or liability to obtain the non-disturbance agreement and Tenant shall be responsible for any fees or costs charged by the lessor or mortgagee. Upon request of Landlord, Tenant will execute the lessor's or mortgagee's form of subordination, non-disturbance, and attornment agreement. The failure of Landlord to obtain a non-disturbance agreement shall not vitiate the automatic subordination granted under this section and shall have no effect on the rights, obligations, and liabilities of Landlord and Tenant or be considered a default by Landlord under this Lease. The automatic subordination contained in this section shall be conditioned on the inclusion of a non-disturbance clause in any form of subordination agreement that Tenant must sign in favor of any future lessor or mortgagee

21. **INDEMNIFICATION:** Landlord and Tenant shall each indemnify, defend, and save harmless the other party and the other party's employees, agents, and contractors (the "Indemnified Parties") from and against any and all loss, damage, claim, demand, liability, or expense (including reasonable attorneys' fees) resulting from claims by third parties and based on any acts or omissions (specifically including negligence) of the indemnitor, its employees, agents, and contractors in connection with the Building Project and only to the extent caused in whole or in part by acts or omissions of the indemnitor, its employees, agents, and contractors, regardless of whether or not the claim is caused in part by any of the Indemnified Parties. The indemnitor shall have the right to assume the defense of any claim covered by this indemnity on behalf of both itself and the Indemnified Parties, provided that the lawyers selected by the indemnitor to handle the defense are reasonably satisfactory to the Indemnified Parties and the representation will not result in a conflict of interest for the lawyers. The Indemnified Parties may not settle any claim covered by this Indemnity section without the consent of the indemnitor. When any claim is caused by the joint acts or omissions of the indemnitor and the Indemnified Parties, the indemnitor's duties under this section shall be in proportion to the indemnitor's allocable share of the joint liability. This Indemnification section shall not be construed to restrict, limit, or modify either party's insurance obligations under this Lease. Either party's compliance with the insurance requirements under this Lease shall not restrict, limit, or modify that party's obligations under this Indemnification section.

22. **ANTIWAIVER:** The failure of a party to insist on the strict performance of any provision of this Lease or to exercise any remedy for any default shall not be construed as a waiver. The waiver of any noncompliance with this Lease shall not prevent subsequent similar noncompliance from being a default. No notice to or demand on a party shall of itself entitle the party to any other or further notice or demand in similar or other circumstances. No waiver shall be effective unless expressed in writing and signed by the waiving party. The receipt by Landlord of any rent after default on the part of Tenant (whether the rent is due before or after the default) shall not be deemed to operate as a waiver of any then existing default by Tenant or of the right of Landlord to enforce the payment of any other rent reserved in this Lease that may be due and owing at that time, or otherwise, or to pursue any other remedies available to Landlord. No payment by Tenant, or receipt by Landlord, of a lesser amount than the rent actually owed under the terms of this Lease shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement of, or statement on, any check or any letter accompanying any check or payment of rent be deemed an accord and satisfaction. Landlord may accept the check or payment without prejudice to Landlord's right to recover the balance of the rent or to pursue any other remedy. No act of Landlord shall be deemed an acceptance of a surrender of the Premises and no agreement to accept a surrender shall be valid unless in writing and signed by Landlord. The acceptance of the keys to the Premises by the Landlord from the Tenant before the termination of this Lease will not operate as a termination of this Lease or a surrender of the Premises unless done under a written agreement duly executed on behalf of Landlord and specifically evidencing an express intention by Landlord so to effect a termination or accept a surrender. It is the intention of the parties that this section modify the common law rules of waiver and estoppel.

23. **NO REPRESENTATIONS BY LANDLORD:** Neither Landlord nor Landlord's agents have made any representations or promises concerning the physical condition of the Building Project or the Premises, the rents, leases, expenses of operation, or any other matter affecting or relating to the Premises, except as expressly set forth in this Lease and no rights, easements, or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in this Lease.

24. **SERVICES AND UTILITIES:**

A. During the Lease Term and as long as Tenant is entitled to possession of the Premises, Landlord shall furnish the following services:

(1) Air conditioning and heating in season during Normal Business Hours. At other times, air conditioning and heating will be furnished at a building standard charge currently estimated at \$20.00 per hour subject to change without notice, (payable by Tenant to Landlord on written demand by Landlord) and on building standard terms relating to advance notice, minimum hours, minimum zones, and other matters.

(2) Janitorial and general cleaning services on Business Days.

(3) Passenger elevator service to all floors of the Building.

(4) Reasonable amounts of cold running water to lavatories and toilets in or appurtenant to the Premises.

(5) Electricity for the purposes of lighting and general office equipment use in amounts consistent with building standard electrical capacities.

B. Tenant shall pay to Landlord, as additional rent, any costs associated with providing any building services or utilities to or for Tenant at times other than the Normal Business Hours (including the initial build out of the Premises, unless Tenant has commenced the payment of rent under this Lease), as determined from time to time by Landlord, and the costs of any modification to any Building Project utility or service system necessary to accommodate Tenant. Notwithstanding the foregoing, Landlord shall not be required to make any modification to any utility or service system of the Building Project on behalf of Tenant.

C. Landlord has advised Tenant that presently Florida Power & Light Company is the utility company selected by Landlord to provide electricity service for the Building. However, if permitted by law, Landlord may at any time and from time to time during the Lease Term contract for service from a different company or companies providing electricity service.

D. Landlord shall not be liable to Tenant for any loss or damage or expense that Tenant may sustain or incur if either the quantity or character of electric service or any other utility service to the Premises is changed or is no longer available or suitable for Tenant's requirements. Tenant's use of electrical and heating, ventilating, and air conditioning services furnished by Landlord shall not exceed, either in voltage, rated capacity, use, or overall load, that which Landlord deems to be standard for the Building. If Tenant requests permission to consume electrical or heating, ventilating, and air conditioning services in excess of building standard levels, Landlord may refuse to consent to the usage or may consent on conditions specified by Landlord (including the installation of utility service upgrades, submeters, air handlers, or cooling units), and all costs associated with the additional usage and the installation and maintenance of facilities for the additional usage shall be paid by Tenant as additional rent.

E. In no event shall Landlord be liable for damages resulting from any of the fixtures or equipment in the Building Project being out of repair, or for injury to persons, property, or business caused by any defects in the electric, elevator, HVAC, or water apparatus, or for any damages arising out of the failure to furnish HVAC, elevator, water, janitor, or other service, unless caused by the negligence or intentional acts of Landlord, and any interruption or failure shall in no manner constitute an actual or constructive eviction of Tenant or entitle Tenant to abatement of any rent due under this Lease.

F. If at any time during the Lease Term the Building Project has any type of card access system for the Parking Areas or the Building, Tenant shall purchase access cards for all occupants of the Premises from Landlord at a building standard charge and shall comply with building standard terms relating to access to the Parking Areas and the Building.

25. **SECURITY DEPOSIT:** The Security Deposit shall be paid to Landlord on the execution of this Lease by Landlord and Tenant. The Security Deposit shall be held by Landlord as security for Tenant's full and faithful performance of this Lease including the payment of rent. The Security Deposit shall not be considered an advance payment of rent and is not intended to serve as liquidated damages nor to be a measure of Landlord's damages for any default by Tenant. The Security Deposit may be commingled with other funds of Landlord and Landlord shall have no liability for the accrual or payment of any interest on the Security Deposit.

A. **Application of Security Deposit:** Landlord may use, apply, or retain the whole or any part of the Security Deposit to the extent required for the payment of any rent or for any sum that Landlord may be required to expend by reason of Tenant's default under any of the provisions of this Lease. **Tenant expressly acknowledges that Tenant shall not have the right to apply the Security Deposit to rent.** Application of the Security Deposit to rents owed shall be at the sole option of Landlord, and the right to possession of the Premises by Landlord for nonpayment of rent or for any other reason shall not in any event be affected by the existence of the Security Deposit.

B. **Replenishment of Security Deposit:** If Landlord uses, applies, or retains the whole or any part of the Security Deposit, Tenant shall deliver to Landlord the amount necessary to replenish the Security Deposit to its original sum within five days after notification from Landlord of the amount due. Failure to pay the amount due within the required time period shall constitute a material default under this Lease.

C. **Transfer of Building Project:** In the event of a sale, lease, or encumbrance of the Building Project or any part of the Building Project, Landlord shall have the right to transfer the Security Deposit to the purchaser, landlord, tenant, or mortgagee and if the Security Deposit is transferred and acknowledged as received by the transferee in writing, Landlord shall thereafter be relieved from any liability concerning the Security Deposit.

D. **Prohibition on Tenant Assignment:** Tenant shall not assign or encumber its rights concerning the Security Deposit. Landlord and its successors or assigns shall not be bound by any purported assignment or have any liability to any purported assignee.

E. **When Returned:** If Tenant fully and faithfully complies with all of the terms, covenants, and conditions of this Lease, any part of the Security Deposit not used or retained by Landlord under the terms of this Lease shall be returned to Tenant within 30 days after the expiration of the Lease Term and after Tenant's delivery of possession of the Premises to Landlord. However, if at the expiration of the Lease Term there are any amounts that may be due from Tenant that have not yet been finally determined (for example, rent for Operating Costs for the year in which the Lease Term expires) then Landlord may estimate the amounts which will be owed and deduct them from the Security Deposit. When the actual amounts are finally determined in Landlord's reasonable discretion, an adjustment shall be made between Landlord and Tenant with payment to or repayment by Landlord, the case may require, to the end that Landlord shall receive the entire amount actually owed by Tenant and Tenant shall receive reimbursement for any overpayments.

26. GOVERNMENTAL REGULATIONS:

A. From and after the Commencement Date, Tenant shall promptly comply with all laws, orders, and regulations of all county, municipal, state, federal, and other applicable governmental authorities, and all recorded covenants and restrictions affecting the Building Project, now in force, or that may hereafter be in force, pertaining to Tenant or its use of the Premises, and shall faithfully observe, in the use of the Premises, all municipal and county ordinances and state and federal laws now in force or that may hereafter be in force, that shall impose any duty on Tenant concerning the Premises or the use or occupancy of the Premises, including all laws relating to fire and safety, hazardous materials, indoor air quality, and to persons with disabilities (whether the requirements be structural or nonstructural), and specifically, but without limitation, installation and maintenance of sprinklers, fire alarms, smoke detectors and other sensors, and alterations and other measures necessary to comply with the ADA. At Landlord's option, any required compliance, installation, and maintenance may be performed by Landlord, at Tenant's reasonable expense, to be paid by Tenant promptly when billed by Landlord.

B. Tenant shall comply with all requirements of the Board of Fire Underwriters of the State where the Premises are located or any other similar body affecting the Premises and shall not use the Premises in a manner that shall increase the rate of fire insurance or other insurance of Landlord over that in effect during the year before the Commencement Date. If the use of the Premises by Tenant increases any insurance rate concerning the Building Project, Tenant shall reimburse Landlord for the additional costs.

C. Tenant shall obtain all licenses and permits from time to time required to enable Tenant to conduct its business under this Lease. No failure of Tenant to obtain or maintain any licenses or permits, or extensions or renewals of them, shall release Tenant from the performance and observance of Tenant's obligations under this Lease.

D. Landlord represents and warrants that the Premises and Common Areas, as of the Date of this Lease, substantially comply in all material respects with applicable municipal, county, state, and federal laws, orders, and regulations (collectively, the "Governmental Requirements"). Landlord, at its sole cost and expense, subject to the provisions of Section 5 of this Lease, shall promptly comply with all Governmental Requirements now in force or which may hereafter be in force, pertaining to Landlord or its use of the Building Project, and which are not the responsibility of Tenant or another tenant or occupant of the Building Project, and shall faithfully observe, in the use of the Building Project by Landlord, all Governmental Requirements now in force or which may hereafter be in force, which shall impose any duty upon Landlord concerning the Building Project or the use or occupancy of the Building Project, other than requirements imposed on Tenant or on another tenant or occupant of the Building Project, including, but not limited to, all Governmental Requirements relating to fire and safety and hazardous materials (whether the requirements be structural or nonstructural), and specifically, but without limitation, installation and maintenance of sprinklers, fire alarms, smoke detectors, and other sensors. Landlord need not comply with any laws as to which it has a "grandfather" exemption or as to which Landlord has any other legal exemption excusing it from current compliance. Notwithstanding the foregoing, Landlord shall have the right

to contest in good faith any alleged violation of any Governmental Requirements if Landlord feels that it is not in violation of the Governmental Requirements or is otherwise exempted from compliance, including, without limitation, the right to apply for and obtain a waiver or deferment of compliance, the right to assert any and all defenses allowed by law, and the right to appeal any decisions, judgments, or rulings to the fullest extent permitted by law. Landlord, after exhaustion of all rights to appeal or contest, will make all repairs, additions, alterations, or improvements necessary to comply with the terms of any final order or judgment. Notwithstanding anything contained in this Lease to the contrary, Landlord shall not be liable or responsible for any damages of any type or nature, specifically including, but not limited to, special or consequential damages, which may be allegedly sustained as a result of failure to comply with any Governmental Requirements, Landlord's sole responsibility being payment of all costs of corrective or remedial work required in order to comply with the Governmental Requirements.

27. **SIGNS:** Tenant will not place or permit to be placed or maintained on any portion of the Building Project, including on any exterior door, wall, or window of the Premises, or within the interior of the Premises, if visible from the exterior of the Premises, any signage or advertising matter of any kind, without first obtaining Landlord's written approval and consent, which may be arbitrarily withheld. Notwithstanding the foregoing, Tenant shall be permitted to place a sign bearing its name on the entrance door to the Premises and will be furnished a single listing of its name in the Building's Directory, all in accordance with the criteria adopted from time to time by Landlord for the Building Project. Any changes or additional listings in the Directory shall be furnished (subject to availability of space) for a building standard charge.

28. **SURVIVAL:** Any liability or obligation of Landlord or Tenant arising during the Lease Term shall survive the expiration or earlier termination of this Lease, including obligations and liabilities relating to (i) the adjustments of Operating Cost rent referenced in the Operating Costs section of this Lease, (ii) the condition of the Premises or the removal of Tenant's Property, and (iii) the indemnity provisions of this Lease.

29. **BROKER:** Landlord and Tenant represent and warrant that they neither consulted nor negotiated with any broker or finder regarding the Premises, except the Leasing Broker. Landlord and Tenant agree to indemnify, defend, and save the other harmless from and against any claims for fees or commissions from anyone other than the Leasing Broker with whom they have dealt in connection with the Premises or this Lease including attorneys' fees incurred in defending any claim. Landlord shall indemnify and hold Tenant harmless against payment of any leasing commission due the Leasing Broker in connection with this Lease.

30. **QUIET ENJOYMENT:**

A. Landlord covenants and agrees that, on Tenant's paying rent and performing all of the other provisions of this Lease on its part to be performed, Tenant may peaceably and quietly hold and enjoy the Premises for the Lease Term without material hindrance or interruption by Landlord or any other person claiming by, through, or under Landlord, subject, nevertheless, to the terms, covenants, and conditions of this Lease and all existing or future ground leases, underlying leases, mortgages, or deeds of trust encumbering the Building Project.

B. Notwithstanding the foregoing, Landlord may temporarily close the Building Project and preclude access to the Premises in the event of repairs, casualty, governmental requirements, the threat of an emergency such as a hurricane, civil commotion, war like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, floods, other natural disasters, or acts of God, or if Landlord reasonably deems it necessary in order to prevent damage or injury to person or property, and at all times subject to Landlord's security policies and procedures.

31. **END OF TERM:**

A. Tenant shall surrender the Premises to Landlord at the expiration or sooner termination of this Lease in good order and condition, broom clean, except for reasonable wear and tear and damage by fire or other casualty covered by the property insurance carried or required to be carried by Landlord under this Lease and Tenant shall surrender all keys for the Premises to Landlord. Unless Landlord shall have consented in writing to Tenant's holding over, Tenant shall be liable to Landlord for all damages, including any consequential damages, that Landlord may suffer by reason of any holding over by Tenant, and Tenant shall indemnify, defend, and save Landlord harmless against all reasonable costs, claims, loss, or liability resulting from delay by Tenant in so surrendering the Premises, including any claims made by any succeeding tenant founded on any delay. No holding

over by Tenant or payments of money by Tenant to Landlord after the expiration of the Lease Term shall be construed to extend the Lease Term or prevent Landlord from immediate recovery of possession of the Premises.

B. The term "Landlord's Property" shall mean all fixtures, equipment, improvements, appurtenances, and carpeting, attached to or built into the Premises at the Commencement Date or during the Lease Term, whether or not by or at the expense of Tenant, and any personal property in the Premises on the Commencement Date, unless the personal property was paid for by Tenant. All Alterations, whether temporary or permanent in character, including HVAC equipment, wall coverings, carpeting and other floor coverings, ceiling tiles, blinds and other window treatments, lighting fixtures and bulbs, built in or attached shelving, built in furniture, millwork, counter tops, cabinetry, all doors (both exterior and interior), bathroom fixtures, sinks, kitchen area improvements, and wall mirrors, made by Landlord or Tenant in or on the Premises shall be deemed Landlord's Property. All of Landlord's Property shall be and remain a part of the Premises at the expiration or sooner termination of the Lease Term (without compensation to Tenant) and shall not be removed or replaced by Tenant without the prior written consent of Landlord.

C. The term "Tenant's Property" shall mean all moveable machinery and equipment, including moveable communications equipment and moveable office equipment, that are installed in the Premises by or for the account of Tenant without expense to Landlord and that can be removed without damage to the Premises or the Building Project, and all moveable furniture, furnishings, and other articles of moveable personal property owned by Tenant and located in the Premises. Subject to the Landlord's statutory landlord's lien and any security interest in favor of Landlord, Tenant's Property may be removed by Tenant at any time during the Lease Term; provided, however, Tenant shall repair or pay the cost of repairing any damage to the Premises or to the Building Project resulting from the initial installation or removal, or both, of Tenant's Property.

D. On the expiration or sooner termination of the Lease Term, Tenant, at its expense, shall remove from the Premises all of Tenant's Property (except those items that Landlord shall have expressly permitted to remain, which items shall become the property of Landlord) and all Alterations that Landlord designates by notice to Tenant. Tenant shall also repair any damage to the Premises and the Building Project caused by the removal. Any items of Tenant's Property that shall remain in the Premises after the expiration or sooner termination of the Lease Term, may, at the option of Landlord, be deemed to have been abandoned, and in that case, those items may be retained by Landlord as its property to be disposed of by Landlord, without accountability to Tenant or any other party, in the manner Landlord shall determine, at Tenant's expense.

32. **RECORDATION:** Tenant shall not record this Lease or any memorandum, "short form," or other notice of this Lease without the prior written consent of Landlord.

33. **LEASE NOT BINDING UNLESS EXECUTED:** Submission by Landlord of this Lease for execution by Tenant shall not constitute an offer and shall confer no rights nor impose any obligations on either party unless and until both Landlord and Tenant shall have executed and delivered this Lease.

34. **ATTORNEYS' FEES:** If either Landlord or Tenant commences, engages in, or threatens to commence or engage in any suit, action, or other proceeding, including arbitration or bankruptcy, against the other party arising out of or in any manner relating to this Lease, the Premises, or the Building Project (including (i) the enforcement or interpretation of either party's rights or obligations under this Lease whether in contract, tort, or both, or (ii) the declaration of any rights or obligations under this Lease) the prevailing party, as determined by the court or arbitrator, shall be entitled to recover from the losing party reasonable attorneys' fees and disbursements (including disbursements that would not otherwise be taxable as costs in the proceeding). In addition, if Landlord becomes a party to any suit or proceeding affecting the Premises or involving this Lease or Tenant's interest under this Lease, other than a suit between Landlord and Tenant, or if Landlord engages counsel to collect any of the amounts owed under this Lease, or to enforce performance of any of the agreements, conditions, covenants, provisions, or stipulations of this Lease, without commencing litigation, then the reasonable costs, expenses, and reasonable attorneys' fees and disbursements incurred by Landlord shall be paid to Landlord by Tenant. All references in this Lease to attorneys' fees shall be deemed to include all legal assistants', paralegals', and law clerks' fees and shall include all fees incurred through all post-judgment and appellate levels and in connection with collection, arbitration, and bankruptcy proceedings.

35. NOTICES:

A. Except as otherwise expressly provided, any notice, demand, request, election, or other communication (a "Communication") required or permitted to be given or made to or by any party to this Lease or otherwise given or made under this Lease, shall be in writing. A Communication shall be deemed to have been delivered and received on the earlier of the day actually received (by whatever means sent, including means not authorized by this section) if received before 5:00 PM on a Business Day (or, if not received before 5:00 PM on a Business Day, on the first Business Day after the day of receipt) or, regardless of whether or not received after the following dates, (i) on the date of transmittal by telecopier to the addressee's Notice Address, with the confirmation sheet obtained by the sender being deemed conclusive proof of the transmission of the telecopy; (ii) on the date of delivery or refusal of delivery, if by hand delivery; (iii) on the first Business Day after having been delivered to a nationally recognized overnight air courier service (such as Federal Express); or (iv) on the third Business Day after having been deposited with the United States Postal Service, Registered or Certified Mail, Return Receipt Requested; in each case addressed to the respective party at the party's Notice Address, which Notice Address may be changed by notice delivered to the other party in accordance with the terms of this section; provided that if Tenant has vacated the Premises or is in default of this Lease, Communications may be delivered by any manner permitted by law for service of process. Any Communication transmitted by telecopier after 5:00 p.m. shall be deemed to have been made on the next Business Day following the date on which it was transmitted.

B. The respective attorneys for each party are authorized to give any Communication under this Lease on behalf of their respective clients. Any Communication so given by an attorney shall be deemed to have been given by the attorney's client. Failure to give a copy of any Communication to the attorney for a party will not affect the validity of the Communication provided that the Communication has been given to the party represented by that attorney. If any Communication is returned to the addressor because it is refused, unclaimed, or the addressee has moved, or is otherwise not delivered or deliverable through no fault of the addressor, effective notice shall still be deemed to have been given. If there is more than one party constituting Tenant, any Communication may be given by or to any one of them, and shall have the same force and effect as if given by or to all of them.

C. Any notices required under Section 83.20, Florida Statutes, shall be deemed to have been fully given, made, sent, and received if sent in compliance with this section.

D. Either party may change its Notice Address by notice to the other party. However, this will not permit a party to add additional persons to receive Communications or copies of Communications so that more than a maximum of two persons are entitled to receive any Communication or copy of any Communication.

36. **RADON GAS:** The following notification is provided under Section 404.056(6), Florida Statutes: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

37. **SUCCESSORS AND ASSIGNS; PERSONS BOUND:** This Lease shall bind and inure to the benefit of the heirs, personal representatives, administrators, and, except as otherwise provided, the successors or assigns of the parties to this Lease. If there is more than one party constituting Tenant, each party shall be jointly and severally liable with the other parties constituting Tenant for the performance of all of the obligations of Tenant under this Lease. If Tenant is a partnership, each and every present and future general partner of Tenant shall be and remain at all times jointly and severally liable under this Lease and 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 operate to release any partner under this Lease.

38. **JURY WAIVER; COUNTERCLAIMS:** LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH (i) THIS LEASE, (ii) THE RELATIONSHIP OF LANDLORD AND TENANT, (iii) TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR (iv) THE RIGHT TO ANY STATUTORY RELIEF OR REMEDY. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY PERMISSIVE COUNTERCLAIM OF ANY NATURE IN ANY ACTION OR PROCEEDING COMMENCED BY LANDLORD TO OBTAIN POSSESSION OF THE PREMISES. IF TENANT VIOLATES THIS PROVISION BY FILING A PERMISSIVE COUNTERCLAIM,

WITHOUT PREJUDICE TO LANDLORD'S RIGHT TO HAVE THE COUNTERCLAIM DISMISSED, THE PARTIES STIPULATE THAT SHOULD THE COURT PERMIT TENANT TO MAINTAIN THE COUNTERCLAIM, THE COUNTERCLAIM SHALL BE SEVERED AND TRIED SEPARATELY FROM THE ACTION FOR POSSESSION UNDER RULE 1.270(b) OF THE FLORIDA RULES OF CIVIL PROCEDURE OR OTHER APPLICABLE LAW. THE ACTION FOR POSSESSION SHALL THEN PROCEED UNDER THE SUMMARY PROCEDURES SET FORTH IN SECTION 51.011, FLORIDA STATUTES. THE WAIVERS SET FORTH IN THIS SECTION ARE MADE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY BY TENANT. TENANT FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS LEASE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THESE WAIVERS WITH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD IN AGREEING TO ENTER INTO THIS LEASE.

39. **TIME IS OF THE ESSENCE:** Time is of the essence as to all of the obligations of Tenant under this Lease.

40. **IMPOSSIBILITY OF PERFORMANCE:** For purposes of this Lease, the term "Unavoidable Delay" shall mean any delays due to strikes, lockouts, civil commotion, warlike operations, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, inability to obtain any material, utility, or service because of governmental restrictions, hurricanes, floods, or other natural disasters, acts of God, or any other cause beyond the direct control of the party delayed (not including the insolvency or financial condition of that party or the increased cost of obtaining labor and materials). Notwithstanding anything in this Lease to the contrary, if Landlord or Tenant shall be delayed in the performance of any act required under this Lease by reason of any Unavoidable Delay, then provided notice of the Unavoidable Delay is given to the other party within ten days after its occurrence, performance of the act shall be excused for the period of the delay and the period for the performance of the act shall be extended for a reasonable period, in no event to exceed a period equivalent to the period of the delay.

41. **INTENTIONALLY DELETED.**

42. **TENANT'S REPRESENTATIONS:** Tenant represents and warrants as follows:

A. Tenant is duly organized, validly existing, and in good standing under the laws of the State in which it was formed and is duly qualified to transact business in the State in which the Premises are located.

B. Tenant has full power to execute, deliver, and perform its obligations under this Lease.

C. The execution and delivery of this Lease, and the performance by Tenant of its obligations under this Lease, have been duly authorized by all necessary action of Tenant, and do not contravene or conflict with any provisions of Tenant's Articles of Incorporation, By-Laws, or any other agreement binding on Tenant.

D. The individual executing this Lease on behalf of Tenant has full authority to do so.

E. The scroll seal set forth immediately below the signature of the individual executing this Lease on Tenant's behalf has been adopted by the corporation as its seal for the purpose of execution of this Lease and the scroll seal has been affixed to this Lease as the seal of the corporation and not as the personal or private seal of the officer executing this Lease on behalf of the corporation.

F. Tenant's financial statements and the information describing Tenants' business and background previously furnished to Landlord were at the time given true and correct in all material respects and there have been no adverse material changes to the information subsequent to the date given.

43. **LANDLORD'S REPRESENTATION:** Landlord represents and warrants as follows:

A. Landlord is duly organized, validly existing, and in good standing under the laws of the state in which it was formed and is duly qualified to transact business in the State of Florida.

B. Landlord has full power to execute, deliver, and perform its obligations under this Lease.

C. The execution and delivery of this Lease, and the performance by Landlord of its obligations under this Lease, have been duly authorized by all necessary action of Landlord, and do not contravene or conflict with any provisions of Landlord's Articles of Incorporation or By-laws, if Landlord is a corporation, or Landlord's Partnership Agreement, if Landlord is a partnership, or any other agreement binding on Landlord.

D. The individual executing this Lease on behalf of Landlord has full authority to do so.

E. If Landlord is a corporation, the scroll seal set forth immediately below the signature of the individual executing this Lease on Landlord's behalf has been adopted by the corporation as its seal for the purpose of execution of this Lease and the scroll seal has been affixed to this Lease as the seal of the corporation and not as the personal or private seal of the officer executing this Lease on behalf of the corporation..

44. RELOCATION OF TENANT:

A. Landlord may move Tenant from the Premises and relocate Tenant in other space within the Building Project of approximately the same size as the Premises and with similar views and features. If Landlord relocates Tenant, Landlord shall perform the interior improvements to the new space of approximate equivalence to the interior improvements in the original Premises. Landlord may use decorations and materials from the existing Premises or other materials, so that the space to which Tenant is relocated will be reasonably comparable in its interior design and decoration to the space from which Tenant is removed. Any relocation shall be deemed to be effective as of the date set forth in the notice from Landlord (the "Relocation Date"). Landlord shall give Tenant notice of the intended relocation 45 days before the Relocation Date. During the relocation period, Landlord will use reasonable efforts not to interfere unduly with Tenant's business activities and Landlord agrees to substantially complete the relocation within a reasonable time under all then existing circumstances. This Lease and each of its terms and conditions shall remain in full force and effect and be applicable to the new space and the new space will be deemed to be the Premises demised under this Lease. Tenant shall execute any documents that Landlord may request to evidence the relocation (but it will be effective even in the absence of Tenant's confirmation). Landlord's exercise of its election to remove and relocate Tenant will not release Tenant in whole or in part from its obligations under this Lease for the full Lease Term. No rights granted in this Lease to Tenant, including the right of peaceful possession and quiet enjoyment, will be deemed breached or interfered with by reason of Landlord's exercise of the relocation rights reserved in this section. If Landlord exercises its relocation rights under this section, Landlord will reimburse Tenant for reasonable moving costs and the reasonable costs of replacement of stationery and telephone relocation and other similar expenses necessitated by the exercise of the right of relocation. If the rentable area of the new space is more or less than the rentable area of the original Premises, then the Base Rent and Tenant's Allocated Share shall be adjusted to reflect the number of square feet of rentable area in the new space.

B. Tenant shall quit and surrender vacant, full, broom-clean possession of the Premises to Landlord on the Relocation Date free and clear of any leases, tenancies, and rights of occupancy in anyone claiming through Tenant. If Tenant shall fail or refuse to surrender vacant, full, broom clean possession of the Premises to Landlord on or before the Relocation Date (for any reason other than Landlord's failure to provide the new premises to Tenant), then and in that event Tenant shall pay to Landlord for each day or fraction of a day that Tenant shall fail to surrender vacant, full, broom clean possession of the Premises to Landlord (in addition to all rent provided to be paid under this Lease which is applicable from and after the Relocation Date to the new premises) an agreed upon sum equal to three times the quotient obtained by dividing (i) the sum of the monthly installments of Base Rent then payable under this Lease plus one twelfth of all additional rent then payable under this Lease; by (ii) 30. This daily rate for the Premises is in the nature of liquidated damages to Landlord for Tenant's failure to surrender vacant, full, broom-clean possession of the Premises to Landlord on or before the Relocation Date. The payment of these liquidated damages shall be without prejudice to Landlord's instituting proceedings to obtain possession of the Premises

45. PARKING:

A. As long as Tenant is entitled to the possession of the Premises, Tenant shall be entitled to use the number of parking spaces in the Parking Areas that corresponds to the Parking Ratio, rounded down to the nearest whole number. Tenant shall not have the right to lease or otherwise use more than the number of parking spaces set forth above. The parking spaces may only be used by principals, employees, and guests of Tenant.

B. Except for particular spaces and areas designated from time to time by Landlord for reserved parking, if any, all parking in the Parking Areas shall be on an unreserved, first come, first served basis.

C. Landlord reserves the right to reduce the number of spaces in the Parking Areas as long as the number of spaces remaining is in compliance with all applicable governmental requirements, and reserves the right to change the access to the Parking Areas, provided that some manner of reasonable access to the Parking Areas remains after the change; and either of the foregoing shall not entitle Tenant to any claim against Landlord or to any abatement of rent.

46. **GENERAL PROVISIONS:**

A. **Construction of Language:** Whenever in this Lease the context allows, the terms "Lease," "Lease Term," and "term of this Lease," or terms of similar import, shall be deemed to include all renewals, extensions, or modifications of this Lease or the Lease Term. The word "including" when used in this Lease shall be deemed to mean "including, but not limited to," or "including without limitation." The headings of sections or subsections in this Lease are for convenience only and shall not be relevant for purposes of interpretation of this Lease. This Lease has been negotiated "at arm's length" by Landlord and Tenant, each having the opportunity to be represented by legal counsel of its choice and to negotiate the form and substance of this Lease. Therefore, this Lease shall not be more strictly construed against either party by reason of the fact that one party may have drafted this Lease.

B. **Drafts:** No inference shall be drawn from the modification or deletion of versions of the provisions of this Lease contained in any drafts exchanged between the parties before execution of the final version of this Lease that would be inconsistent in any way with the construction or interpretation that would be appropriate if the prior drafts had never existed.

C. **Severability:** If any provision of this Lease or the application of a provision to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and the application of the invalid or unenforceable provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected, and the remainder of this Lease shall otherwise remain in full force and effect. Moreover, the invalid or unenforceable provision shall be reformed, if possible, so as to accomplish most closely the intent of the parties consistent with applicable law.

D. **Integration:** This Lease shall constitute the entire agreement of the parties concerning the matters covered by this Lease. All prior understandings and agreements had between the parties concerning those matters, including all lease proposals, letters of intent, and similar documents, are merged into this Lease, which alone fully and completely expresses their understanding.

E. **Amendment:** This Lease may not be amended, modified, altered, or changed in any respect, except by further agreement in writing duly executed on behalf of Landlord and Tenant.

F. **Exhibits and Riders:** All exhibits and riders attached to this Lease shall, by this reference, be incorporated into this Lease.

G. **Relationship of Parties:** A fiduciary relationship shall not exist between the parties and neither party shall owe fiduciary duties to the other. This Lease is not perceived by the parties to be a "complex transaction" and should not be construed as a "complex transaction."

H. **Governing Law:** This Lease has been negotiated and executed in Florida. It shall be construed and enforced in accordance with the laws of the State of Florida, without application of conflicts of laws principles.

I. **Fax Transmissions:** This Lease may be transmitted between the parties by facsimile machine. Landlord and Tenant intend that faxed signatures constitute original signatures and that a faxed Lease containing the signatures (original or faxed) of Landlord and Tenant is binding on Landlord and Tenant.

J. **Counterparts:** This Lease may be executed by the parties signing different counterparts of this Lease, which counterparts together shall constitute the agreement of the parties.

K. **REIT Status:** It is intended that all rent payable to Landlord under this Lease shall qualify as "rent from real property" within the meaning of Section 856(d) of the Internal Revenue Code of 1986, as

amended (the "Code") and the Department of the U.S. Treasury Regulations promulgated thereunder (the "Regulations"). Should the Code or the Regulations, or interpretations of either by the Internal Revenue Service in revenue rulings or other similar public pronouncements, be changed so that any rent under this Lease no longer qualifies as "rent from real property" for purposes of Section 856(d) of the Code and Regulations, or any successor provision, that rent shall be adjusted in any manner the Landlord may require so that it will so qualify. An, adjustments required under this section shall be made so as to produce the equivalent (in economic terms) rent as payable before the adjustment and if the rent cannot be adjusted as described above, and results in an adverse effect upon the Landlord or its mortgagee, then the Landlord shall have the option to terminate this Lease upon 90 days' notice to Tenant. If this notice shall be given, then the Lease shall terminate on the ninetieth day after the date of the notice, with the same force and effect as if that date had been the expiration date specified in this Lease. The parties shall execute any further instrument as may be reasonably required by Landlord in order to give effect to these provisions.

L. **Confidentiality:** Tenant shall not disclose the terms of this Lease to any third party without Landlord's prior consent.

IN WITNESS WHEREOF, this Lease has been executed on behalf of Landlord and Tenant as of the Date of this Lease.

WITNESSES:

LANDLORD:

ARBORS ASSOCIATES, LTD., a Florida limited partnership

By: BFC/ARBORS LLC, a Florida limited liability company

By: CROCKER REALTY TRUST, L.P., a Delaware limited partnership,

By: CRT-GP, LLC, a Delaware limited liability company, General Partner, Member

By: CROCKER OPERATING PARTNERSHIP, L.P., a Delaware limited partnership, Member

By: CROCKER REALTY TRUST INC., a Maryland corporation, General Partner

By: [Signature]
Name: Drew W. Wundt
Title: SR VP
Date Executed: 4/19/00

[Signature]
D. REUBLAS

Print or type name

m. Kalimon
m. Kalimon

Print or type name

KATHLEEN T. CONNELLY
Kathleen T. Connelly

Print or type name

[Signature]
WILLIAM J. BESLEY, JR.

Print or type name

TENANT:

ALFRED ANGELO, INC., a Pennsylvania corporation authorized to transact business in Florida

By: [Signature]
Name: JOSEPH WELTZ
Title: VICE PRESIDENT - FINANCE

Date Executed: 4/18/00

EXHIBIT "A"

LEGAL DESCRIPTION OF BUILDING PROJECT

All of the Plat of Arbors at Centre Delray, according to the plat thereof, recorded in Plat Book 43, Page 166, of the Public Records of Palm Beach County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

SKETCH OF PREMISES

NOT A CERTIFIED COPY

EXHIBIT "C"

SCHEDULE OF BASE RENT

The Base Rent (excluding sales tax) during the initial Lease Term shall be:

PERIOD	MONTHLY RENT	ANNUAL RENT
4/15/00 - 4/14/01	\$11,250.00	\$135,000.00
4/15/01 - 4/14/02	\$11,812.50	\$141,750.00
4/15/02 - 4/14/03	\$12,405.00	\$148,860.00

NOT A CERTIFIED COPY

EXHIBIT "E"

RULES AND REGULATIONS

1. The sidewalks and public portions of the Building Project, such as entrances, passages, courts, parking areas, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or encumbered by Tenant or its employees, agents, invitees, or guests nor shall they be used for any purpose other than ingress and egress to and from the Premises.

2. No awnings or other projections shall be attached to the outside walls of the Building Project. No curtains, blinds, shades, louvered openings, or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord, unless installed by Landlord. No aerial or antenna shall be erected on the roof or exterior walls of the Premises or on the Building Project without the prior written consent of Landlord in each instance.

3. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by Tenant on any part of the outside of the Premises or Building Project or on corridor walls or doors or mounted on the inside of any windows without the prior written consent of Landlord. Signs on any entrance door or doors shall conform to Building Project standards and shall, at Tenant's expense, be inscribed, painted, or affixed for Tenant by sign makers approved by Landlord. In the event of the violation of the foregoing by Tenant, Landlord may install and/or remove same without any liability and may charge the expense incurred to Tenant.

4. The sashes, sash doors, skylights, windows, heating, ventilating, and air conditioning vents and doors that reflect or admit light and air into the halls, passageways, or other public places in the Building Project shall not be covered or obstructed by Tenant, or its employees, agents, invitees, or guests, nor shall any bottles, parcels, or other articles be placed outside of the Premises.

5. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building Project, nor placed in the public halls, corridors, or vestibules without the prior written consent of Landlord.

6. Whenever Tenant shall submit to Landlord any plan, agreement, assignment, sublease, or other document for Landlord's consent or approval, Tenant agrees to pay Landlord, on demand, a processing fee in a sum equal to the reasonable fee for review of the document, including the services of any architect, engineer, or attorney employed by Landlord to review or prepare the plan, agreement, assignment, sublease, consent, or other document.

7. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown in them. All damages resulting from any misuse of fixtures shall be borne by the Tenant who, or whose employees, agents, invitees, or guests, shall have caused the same.

8. Tenant shall not in any way deface any part of the Premises or the Building Project. Tenant shall not lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the Building, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

9. No animals of any kind (except dogs assisting disabled persons) shall be brought on the Premises or Building Project.

10. No cooking shall be done or permitted by Tenant on the Premises except in conformity to law and then only in the utility kitchen (if a utility kitchen was provided for in approved plans for the Premises or if Landlord has consented in writing to a kitchen), which is to be primarily used by Tenant's employees for heating beverages and light snacks. No refrigeration or heating equipment may be placed inside the Premises without the prior written consent of Landlord in each instance. Tenant shall not cause or permit any unusual or objectionable odors to be produced on or permeate from the Premises.

11. No office space in the Building Project shall be used for the distribution or for the storage of merchandise or for the sale at auction or otherwise of merchandise, goods, or property of any kind.

12. Tenant shall not make or permit to be made any unseemly or disturbing noises or disturb or interfere with occupants of the Building Project or neighboring premises or those having business with them, whether by the use of any musical instrument, radio, talking machine, unmusical noise, whistling, singing, or in any other way. Tenant shall not throw anything out of the doors or windows or down the corridors, stairwells, or elevator shafts of the Building Project.

13. Neither Tenant nor any of Tenant's employees, agents, invitees, or guests shall at any time bring or keep on the Premises any inflammable, combustible, or explosive substance or any chemical substance, other than reasonable amounts of cleaning fluids and solvents required in the normal operation of Tenant's business, all of which shall only be used in strict compliance with all applicable Environmental Laws.

14. Landlord shall have a valid pass key to all spaces within the Premises at all times during the Lease Term. No additional locks or bolts of any kind shall be placed on any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism of the locks, without the prior written consent of the Landlord and unless and until a duplicate key is delivered to Landlord. Tenant must, on the termination of its tenancy, restore to the Landlord all keys to stores, offices, and toilet rooms, either furnished to or otherwise procured by Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay Landlord for the replacement cost of them.

15. All deliveries, removals, or the carrying in or out of any safes, freights, furniture, or bulky matter of any description may be accomplished only with the prior approval of Landlord and then only in approved areas, through the approved loading/service area doors, and during approved hours. Tenant shall assume all liability and risk concerning these movements. Landlord may restrict the location where heavy or bulky matters may be placed inside the Premises. Landlord reserves the right to inspect all freight to be brought into the Building Project and to exclude from the Building Project all freight that can or may violate any of these Rules and Regulations or this Lease.

16. Tenant shall not, unless otherwise approved by Landlord, occupy or permit any portion of the Premises demised to it to be occupied as, by, or for a public stenographer or typist, barber shop, bootblacking, beauty shop or manicuring, beauty parlor, telephone or telegraph agency, telephone or secretarial service, messenger service, travel or tourist agency, a personnel or employment agency, public restaurant or bar, commercial document reproduction or offset printing service, ATM or similar machines, retail, wholesale, or discount shop for sale of merchandise, retail service shop, labor union, school, classroom, or training facility, an entertainment, sports, or recreation facility, an office or facility of a foreign consulate or any other form of governmental or quasi-governmental bureau, department, or agency, including an autonomous governmental corporation, a place of public assembly (including a meeting center, theater, or public forum), a facility for the provision of social welfare or clinical health services, a telemarketing facility, a customer service call center, a firm the principal business of which is real estate brokerage, a company engaged in the business of renting office or desk space, a public finance (personal loan) business, or manufacturing, unless Tenant's Lease expressly grants permission to do so. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending machine or similar device (including telephones, lockers, toilets, scales, amusement devices, and machines for sale of beverages, foods, candy, cigarettes, or other goods), except for those vending machines or similar devices that are for the sole and exclusive use of Tenant's employees, and then only if operation of the machines or devices does not violate the lease of any other tenant of the Building Project. Tenant shall not engage or pay any employees on the Premises, except those actually working for Tenant on the Premises, nor advertise for labor giving an address at the Premises.

17. Tenant shall not create or use any advertising mentioning or exhibiting any likeness of the Building Project without the prior written consent of Landlord. Landlord shall have the right to prohibit any advertising that, in Landlord's reasonable opinion, tends to impair the reputation of the Building Project or its desirability as a building for offices, and on notice from Landlord, Tenant shall discontinue the advertising.

18. Landlord reserves the right to exclude from the Building Project at all times other than Normal Business Hours all persons who do not present a pass to the Building Project on a form or card approved by Landlord. Tenant shall be responsible for all its employees, agents, invitees, or guests who have been issued a pass at the request of Tenant and shall be liable to Landlord for all acts of those persons.

19. The Premises shall not be used for lodging or sleeping, or for any immoral, disreputable, or illegal purposes, or for any purpose that may be dangerous to life, limb, or property.

20. Any maintenance requirements of Tenant will be attended to by Landlord only on application at the Landlord's office at the Building Project. Landlord's employees shall not perform any work or do anything outside of their regular duties, unless under specific instructions from the office of Landlord.

21. Canvassing, soliciting, and peddling within the Building Project or in the Common Areas is prohibited and Tenant shall cooperate to prevent the same.

22. There shall not be used in any space, or in the public halls of the Building Project, either by Tenant or by jobbers or others, in the delivery or receipt of merchandise to Tenant, any hand trucks, except those equipped with rubber tires and side guards. No hand trucks shall be used in elevators other than those designated by Landlord as service elevators. All deliveries shall be confined to the service areas and through the approved service entries.

23. In order to obtain maximum effectiveness of the cooling system, Tenant shall lower and/or close venetian or vertical blinds or drapes when the sun's rays fall directly on the exterior windows of the Premises.

24. If, in Landlord's reasonable opinion, the replacement of ceiling tiles becomes necessary after they have been removed on behalf of Tenant by telephone company installers or others (in both the Premises and the public corridors), the cost of replacements shall be charged to Tenant on a per tile basis.

25. All paneling or other wood products not considered furniture that Tenant shall install in the Premises shall be of fire retardant materials. Before the installation of these materials, Tenant shall submit to Landlord a satisfactory (in the reasonable opinion of Landlord) certification of the materials' fire retardant characteristics.

26. Tenant, its employees, agents, contractors, and invitees shall not be permitted to occupy at any one time more than the number of parking spaces in the Parking Areas permitted in the Lease (including any parking spaces reserved exclusively for Tenant). Usage of parking spaces shall be in common with all other tenants of the Building Project and their employees, agents, contractors, and invitees. All parking space usage shall be subject to any reasonable rules and regulations for the safe and proper use of parking spaces that Landlord may prescribe. Tenant's employees, agents, contractors, and invitees shall abide by all posted roadway signs in and about the parking facilities. Landlord shall have the right to tow or otherwise remove vehicles of Tenant and its employees, agents, contractors, or invitees that are improperly parked, blocking ingress or egress lanes, or violating parking rules, at the expense of Tenant or the owner of the vehicle, or both, and without liability to Landlord. Upon request by Landlord, Tenant shall furnish Landlord with the license numbers and descriptions of any vehicles of Tenant, its principals, employees, agents, and contractors. Tenant acknowledges that reserved parking spaces, if any, shall only be reserved during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Legal Holidays excluded.

27. All trucks and delivery vans shall be parked in designated areas only and not parked in spaces reserved for cars. All delivery service doors are to remain closed except during the time that deliveries, garbage removal, or other approved uses are taking place. All loading and unloading of goods shall be done only at the times, in the areas, and through the entrances designated for loading purposes by Landlord.

28. Tenant shall be responsible for the removal and proper disposition of all crates, oversized trash, boxes, and items termed garbage from the Premises. The corridors and parking and delivery areas are to be kept clear of these items. Tenant shall provide convenient and adequate receptacles for the collection of standard items of trash and shall facilitate the removal of trash by Landlord. Tenant shall ensure that liquids are not disposed of in the receptacles.

29. Tenant shall not conduct any business, loading or unloading, assembling, or any other work connected with Tenant's business in any public areas.

30. Landlord shall not be responsible for lost or stolen personal property, equipment, or money occurring within the Premises or Building Project, regardless of how or when the loss occurs.

31. Neither Tenant, nor its employees, agents, invitees, or guests, shall paint or decorate the Premises, or mark, paint, or cut into, drive nails or screw into nor in any way deface any part of the Premises or Building Project without the prior written consent of Landlord. Notwithstanding the foregoing, standard picture hanging shall be

permitted without Landlord's prior consent. If Tenant desires a signal, communications, alarm, or other utility or service connection installed or changed, the work shall be done at the expense of Tenant, with the approval and under the direction of Landlord.

32. Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning equipment, plumbing, electric facilities, or any part or appurtenance of the Premises.

33. Tenant agrees and fully understands that the overall aesthetic appearance of the Building Project is of paramount importance; thus Landlord shall maintain complete aesthetic control over any and every portion of the Premises visible from outside the Premises including all fixtures, equipment, signs, exterior lighting, plumbing fixtures, shades, awnings, merchandise, displays, art work, wall coverings, or any other object used in Tenant's business. Landlord's control over the visual aesthetics shall be complete and arbitrary. Landlord will notify Tenant in writing of any aesthetic deficiencies and Tenant will have seven days to correct the deficiencies to Landlord's satisfaction or Tenant shall be in default of this Lease and the Default section shall apply.

34. Tenant shall not install, operate, or maintain in the Premises or in any other area of the Building Project, any electrical equipment that does not bear the U/L (Underwriters Laboratories) seal of approval, or that would overload the electrical system or any part of the system beyond its capacity for proper, efficient, and safe operation as determined by Landlord, taking into consideration the overall electrical system and the present and future requirements therefor in the Building Project. Tenant shall not furnish any cooling or heating to the Premises, including the use of any electronic or gas heating devices, without Landlord's prior written consent.

35. Under applicable law, the Building Project is deemed to be a "no smoking" building and smoking is prohibited in all interior Common Areas. In addition, Landlord may, from time to time, designate nonsmoking areas in all or any portion of the exterior Common Areas and within Tenant's Premises.

36. Tenant shall not allow the Premises to be occupied by more than five persons per 1,000 square feet of rentable area.

37. Tenant will take all steps necessary to prevent: inadequate ventilation, emission of chemical contaminants from indoor or outdoor sources, or both, or emission of biological contaminants. Tenant will not allow any unsafe levels of chemical or biological contaminants (including volatile organic compounds) in the Premises, and will take all steps necessary to prevent the release of contaminants from adhesives (for example, upholstery, wallpaper, carpet, machinery, supplies, and cleaning agents).

38. Tenant shall comply with any recycling programs for the Building Project implemented by Landlord from time to time.

39. Tenant shall not obtain for use in the Premises ice, drinking water, towel, barbering, bootblackening, floor polishing, lighting maintenance, cleaning, or other similar services from any persons not authorized by Landlord in writing to furnish the services.

40. Tenant shall keep the doors to the Premises closed at all times.

41. Landlord may, on request by any tenant, waive compliance by the tenant with any of the Rules and Regulations provided that (i) no waiver shall be effective unless in writing and signed by Landlord or Landlord's authorized agent, (ii) a waiver shall not relieve the tenant from the obligation to comply with the rule or regulation in the future unless expressly consented to by Landlord, and (iii) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with the Rules and Regulations unless the other tenant has received a similar waiver in writing from Landlord.

42. Whenever these Rules and Regulations directly conflict with any of the rights or obligations of Tenant under this Lease, this Lease shall govern.

EXHIBIT "F"

TENANT IMPROVEMENTS

Landlord has made no representation or promise as to the condition of the Premises. Landlord shall not perform any alterations, additions, or improvements in order to make the Premises suitable and ready for occupancy and use by Tenant. Tenant has inspected the Premises, is fully familiar with the physical condition of the Premises, and shall accept the Premises "as is," "where is," and without any warranty, express or implied, or representation as to fitness or suitability.

The "Commencement Date" shall mean April 15, 2000.

NOT A CERTIFIED COPY

EXHIBIT "G"

OPERATING COSTS

Tenant shall pay to Landlord its Allocated Share of Operating Costs.

NOT A CERTIFIED COPY

**RIDER NO. 1 ANNEXED TO AND MADE A PART OF LEASE BETWEEN
CROCKER REALTY TRUST, L.P., AS LANDLORD,
AND
ALFRED ANGELO, INC., AS TENANT**

OPTION TO EXTEND

(qq) Tenant shall have the option to extend the Lease Term for an additional period of 60 months, for the Premises as originally demised under the Lease on the same terms and conditions as provided in the Lease (unless hereafter changed or modified by a mutual agreement in writing), except that, for the extended term:

(a) on exercise of this option to extend the Lease Term, the Lease, as extended, shall not contain any further option to extend as provided in this Rider;

(b) the Base Rent shall be determined in accordance with Paragraph 3 of this Rider, but in no event shall it be less than 5% higher than the Base Rent payable for the 12 month period immediately preceding the expiration of the original term of the Lease; and

(c) Landlord shall have no obligation to perform any alterations or tenant improvements or other work in the Premises and Tenant shall continue possession of the Premises in its "as is," "where is," and "with all faults" condition.

2. The exercise of the option set forth in this Rider shall only be effective on, and in strict compliance with, the following terms and conditions:

(d) Notice of Tenant's exercise of the option (the "Extension Notice") shall be given by Tenant to Landlord not later than nine months prior to the expiration date of the initial Lease Term. Time shall be of the essence as to the exercise of any election by Tenant under this Rider.

(e) At the time of Tenant giving Landlord notice of its election to extend the Lease Term and on the expiration of the initial term, the Lease shall be in full force and effect and Tenant shall not be in default under any of the terms, covenants, and conditions of the Lease beyond any applicable grace period.

(f) No portion of the Premises is sublet to anyone at the expiration date of the Lease Term.

(g) The Lease has not been assigned by Tenant at the expiration date of the Lease Term.

(h) Tenant shall increase the Security Deposit to an amount equal to two months' installments of Base Rent at the rate payable for the extended term, with the increased Security Deposit to be paid within 15 days of the determination of the Base Rent for the extended term under Paragraph 3.

3. The Base Rent, exclusive of any sales and use taxes, shall be a sum equal to the fair and reasonable market rental value of the Premises for the extended term, taking into account the rentals at which extensions of leases are being concluded for comparable space in the Building Project and in suites of similar size and lease terms at that time and for such a term and taking into account the terms and conditions of the Lease (the "Fair Market Rental Value" or the "Value").

(i) Within 30 days after receipt of the Extension Notice, Landlord shall advise Tenant of the applicable Base Rent for the extended term. Tenant, within 30 days after the date on which Landlord advises Tenant of the applicable Base Rent for the extended term, shall either (i) give Landlord final binding notice ("Binding Notice") of Tenant's exercise of its option, or (ii) if Tenant disagrees with Landlord's determination of the Fair Market Rental Value, provide Landlord with notice of rejection (the "Rejection Notice"). If Tenant fails to provide Landlord with either a Binding Notice or Rejection Notice within the 30 day period, Tenant's election of the option to extend the Lease shall, at Landlord's option, be null and void and of no further force and effect. If Tenant provides Landlord with a Binding Notice, Landlord and Tenant shall enter into an amendment to the Lease extending the Lease Term in accordance with the terms and conditions of this Rider.

(j) If Tenant provides Landlord with a Rejection Notice, Landlord and Tenant shall work together in good faith to agree on the Fair Market Rental Value for the Premises during the extended term. On agreement,

Landlord and Tenant shall enter into an amendment to the Lease extending the Lease Term in accordance with the terms and conditions of this Rider.

(k) If Landlord and Tenant cannot agree on the Value within 30 days after receipt of the Rejection Notice, Tenant shall have the option to withdraw its election to extend the Lease Term by giving Landlord notice of withdrawal within ten days after the expiration of the 30 day period. If Tenant elects to withdraw its election to extend, Tenant's right to extend the Lease Term shall be null and void and of no further force and effect.

(l) If Landlord and Tenant cannot agree on the Value within 30 days after receipt of the Rejection Notice and, in addition, Tenant does not elect to withdraw its election to extend the Lease Term, Landlord and Tenant, within 20 days after the expiration of the 30 day period, shall each simultaneously submit to the other, in a sealed envelope, its good faith estimate of the Value (collectively referred to as the "Estimates"). If the higher of the Estimates is not more than 105% of the lower of the Estimates, then the Fair Market Rental Value shall be the average of the two Estimates. If the higher of the Estimates is more than 105% of the lower of the Estimates, Landlord and Tenant, within seven days after the exchange of the Estimates, shall each select an MAI appraiser with experience in commercial real estate activities, including at least ten years experience in appraising office space in the local area in which the Building Project is located. On selection, Landlord's and Tenant's appraisers shall work together in good faith to agree on which of the two Estimates most closely reflects the Fair Market Rental Value. The estimate that is selected by the appraisers shall be binding on both Landlord and Tenant. If either Landlord or Tenant fails to appoint an appraiser within the seven day period referred to above, the appraiser appointed by the other party shall be the sole appraiser for the purposes of this section. If the two appraisers cannot agree on which of the two Estimates most closely reflects the Value within 20 days after their appointment, then, within ten days after the expiration of the 20 day period, the two appraisers shall select a third appraiser meeting the criteria stated above. Once the third appraiser has been selected, then, as soon thereafter as practical but in any case within 14 days, the third appraiser shall make his determination as to which of the Estimates most closely reflects the Fair Market Rental Value. The determination by the third appraiser shall be rendered in writing to both Landlord and Tenant and shall be final and binding on them. If the third appraiser believes that expert advice would materially assist him, he may retain one or more qualified persons to provide expert advice. The parties shall share equally in the cost of the third appraiser and of any experts retained by the third appraiser. Any fees of any counsel or experts engaged directly by Landlord or Tenant, including the appraisers selected by Landlord and Tenant, however, shall be borne by the party retaining the counsel or expert.

(m) On a determination of the Value under the preceding procedure, Landlord and Tenant shall enter into an amendment to the Lease extending the Lease Term in accordance with the terms and conditions of this Rider.

(n) If at the date of commencement of the extended term, the Base Rent shall not have been determined, then, pending determination, Tenant shall pay to Landlord Base Rent at a sum equal to (i) the Base Rent payable for the immediately preceding 12 month period plus (ii) 33% of the Base Rent (the "Temporary Rate"). After a determination of Base Rent is made (x) if the rate is greater than the Temporary Rate, Tenant shall promptly pay to Landlord the difference between the rent previously paid at the Temporary Rate and the greater rate, as determined or (y) if the rate is less than the Temporary Rate, Landlord shall promptly pay to Tenant the difference between the rent previously paid at the Temporary Rate and the lesser rate, as determined.

IN WITNESS WHEREOF, this Rider has been executed on behalf of Landlord and Tenant as of the Date of the Lease.

WITNESSES:

[Signature]
DRREMBLAS

Print or type name

m. Kalimon

m. Kalimon

Print or type name

KATHLEEN T. CONNELLY

[Signature]
Print or type name

WILLIAM J. BEGLEY, JR.

[Signature]
Print or type name

LANDLORD:

ARBORS ASSOCIATES, LTD., a Florida limited partnership

By: BFC/ARBORS LLC, a Florida limited liability company

By: CROCKER REALTY TRUST, L.P., a Delaware limited partnership,

By: CRT-GP, LLC, a Delaware limited liability company, General Partner, Member

By: CROCKER OPERATING PARTNERSHIP, L.P., a Delaware limited partnership, Member

By: CROCKER REALTY TRUST INC., a Maryland corporation, General Partner

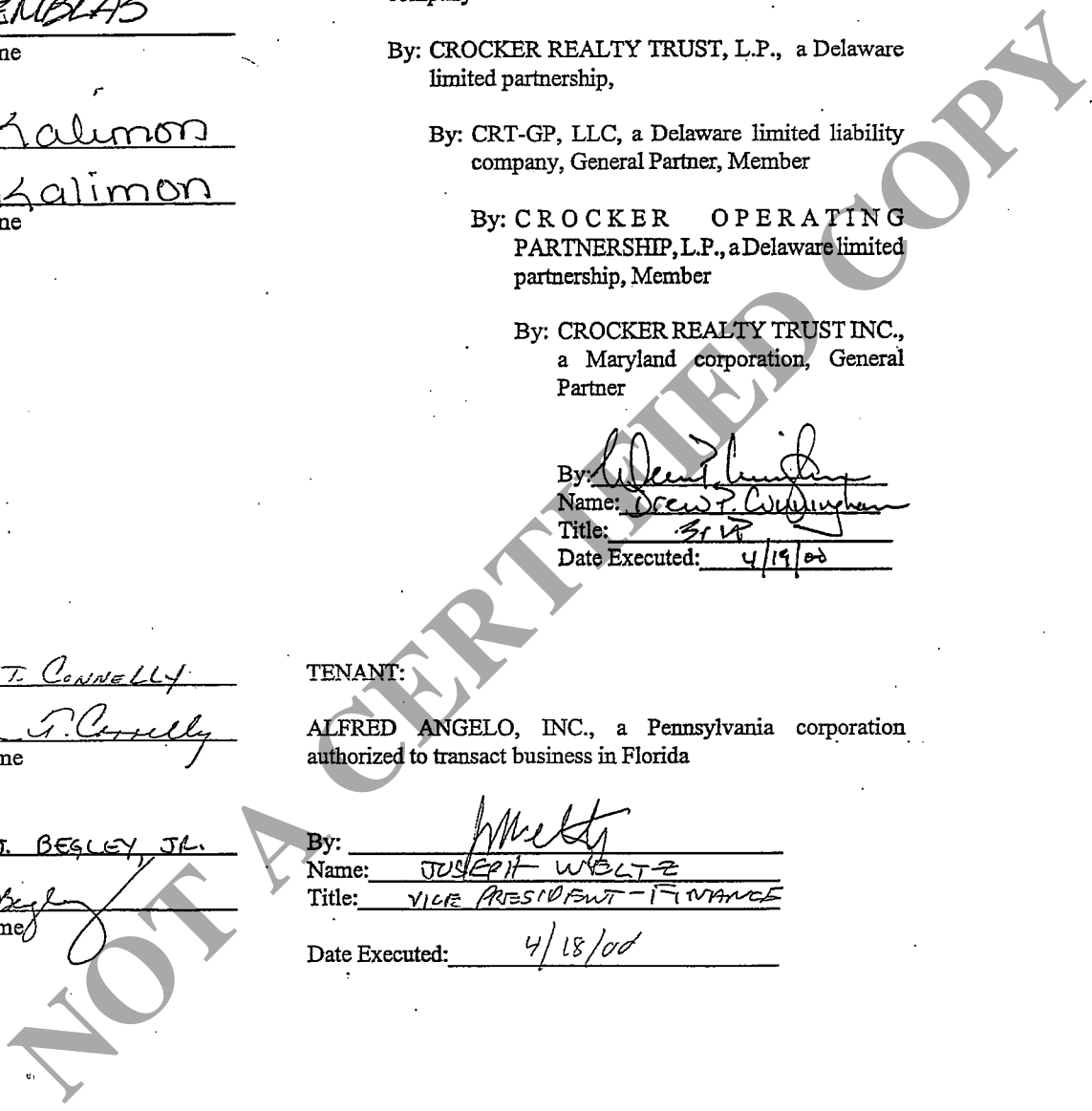
By: *[Signature]*
Name: David P. Cunningham
Title: Sr VP
Date Executed: 4/19/00

TENANT:

ALFRED ANGELO, INC., a Pennsylvania corporation authorized to transact business in Florida

By: *[Signature]*
Name: JOSEPH WELTZ
Title: VICE PRESIDENT - FINANCE

Date Executed: 4/18/00



FIRST AMENDMENT OF LEASE

This FIRST AMENDMENT OF LEASE (this "First Amendment") is made by and between THE REALTY ASSOCIATES FUND V, LP ("Landlord") and ALFRED ANGELO, INC. ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are bound under that certain Office Building Lease (the "Lease") dated April 19, 2000 originally entered into between Arbors Associates, Ltd. (Landlord's predecessor in interest) and Tenant regarding that certain Suite 120 described in the Lease (the "Existing Premises"); and

WHEREAS, Tenant wishes to lease from Landlord certain additional space referenced below in this First Amendment (the "Expansion Space") and extend the Lease Term, and Landlord has agreed to lease the Expansion Space to Tenant and extend the Lease Term subject to and on the terms and conditions set forth herein.

NOW, THEREFORE, based upon the foregoing mutual premises and the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Recitals and Defined Terms. The foregoing recitals are true and correct and are hereby incorporated by this reference as if set forth in their entirety. Terms in this First Amendment shall have the same meaning as such terms have in the Lease, unless otherwise noted in this First Amendment.

2. Extension of Lease Term. The Lease Term is hereby extended for a period (the "Extended Term") commencing on April 15, 2003 and expiring on a date (the "Expiration Date") which is one year following the Expansion Space Commencement Date described below. Tenant hereby waives any right or option which may be set forth in the Lease to renew the Lease or extend the Term or to occupy any space in the Building other than the Existing Premises and the Expansion Space.

3. Expansion of Premises. Attached hereto as Exhibit "A" is a floor plan of Suite 108 of the Building (the "Expansion Space") which is stipulated and agreed to contain 10,705 square feet of Rentable Area. Commencing on the Expansion Space Commencement Date (defined below), the Premises shall be deemed to include the Existing Premises and the Expansion Space combined for a total of 19,705 square feet of Rentable Area.

4. Condition of Existing Premises and Expansion Space. Tenant accepts the Existing Premises in its "as-is" condition and acknowledges that Landlord has no obligation to improve or refurbish the Existing Premises or contribute to the cost thereof except as set forth in this paragraph. Landlord agrees that it will perform the following work ("Landlord's Work") in the Expansion Space using Building Standard materials: perform demolition as indicated on Exhibit "A"; install one bathroom; replace carpeting in open areas; install additional lighting as indicated on Exhibit "A" and/or otherwise as agreed by the parties; obtain necessary construction documentation and permits; and perform any other work as shall be agreed by the parties. Tenant shall be responsible for the cost of Landlord's Work except that Landlord will contribute up to \$40,000.00 to such cost. Tenant will pay Landlord the difference between the actual cost of Landlord's Work and Landlord's contribution prior to Landlord commencing Landlord's Work. Within 3 business days after Landlord's verbal request, Tenant shall respond to requests for information and/or approval as requested by Landlord and pertaining to Landlord's Work. As used herein, the Expansion Space Commencement Date shall be the earliest of the following: (a) the date on which Landlord's Work is substantially complete; (b) the date on which Tenant takes possession of the Expansion Space; and (c) the date that substantial completion of Landlord's Work would have occurred but for any delays caused by Tenant as determined by Landlord in its reasonable discretion (including,

without limitation, Tenant's failure to respond to requests for information as provided above).

5. Base Rent. Base Rent is hereby modified as follows:

A. Monthly Base Rent for the Existing Premises during the Extended Term (defined in Paragraph 2 above) shall be Nine Thousand Seven Hundred Fifty and 00/100 Dollars (\$9,750.00).

B. Monthly Base Rent for the Expansion Space shall commence on the Expansion Space Commencement Date and shall be \$11,151.04.

C. Base Rent for any partial month shall be prorated based on the actual number of days in that month.

6. Operating Costs. Upon the Expansion Space Commencement Date, Tenant's Allocated Share shall be ratably increased based on the additional Rentable Area of the Expansion Space. If less than 95% of the rentable square feet in the Building is occupied by tenants or Landlord is not supplying services to 95% of the Rentable Area of the Building at any time during any calendar year, Operating Costs for such calendar year shall be an amount equal to the Operating Costs which would normally be expected to be incurred had 95% of the Rentable Area of the Building been occupied and had Landlord been supplying services to 95% of the Rentable Area of the Building throughout such calendar year (hereinafter the "Grossed Up Operating Expenses"). Landlord's good faith estimate of Grossed Up Operating Expenses shall not be subject to challenge or recalculation by Tenant.

7. Prepaid Rent and Security Deposit. Upon signing this First Amendment, Tenant shall (i) pay Landlord the first month's amount of Base Rent and Tenant's Allocated Share of Operating Costs with respect to the Expansion Space, and (ii) increase its Security Deposit by paying Landlord an amount equal to the foregoing prepaid Base Rent and Operating Costs.

8. Notice Addresses. Landlord's Notice Address is changed to the following:

c/o TA Realty Corp.
28 State Street, 10th Floor
Boston, Massachusetts 02109
Attention: Asset Manager - 350 Interlocken

Copies of all notices to Landlord shall be sent to:

Merin Hunter Codman, Inc.
1601 Forum Place, Suite 200
West Palm Beach, Florida 33401
Attention: Property Manager

9. Landlord's Liability; and Exemption from Claims.

A. Tenant acknowledges that Landlord shall have the right to transfer all or any portion of its interest in the Building Project and to assign this Lease to the transferee. Tenant agrees that in the event of such a transfer Landlord shall automatically be released from all liability under this Lease; and Tenant hereby agrees to look solely to Landlord's transferee for the performance of Landlord's obligations hereunder after the date of the transfer. Upon such a transfer, Landlord shall, at its option, return Tenant's security deposit to Tenant or transfer Tenant's security deposit to Landlord's transferee and, in either event, Landlord shall have no further liability to Tenant for the return of its security deposit. Subject to the rights of any lender holding a mortgage or deed of trust encumbering all or part of the Building Project, Tenant agrees to look solely to Landlord's equity interest in the Building Project for the

collection of any judgment requiring the payment of money by Landlord. No other property or assets of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of any judgment or writ obtained by Tenant against Landlord. No partner, employee or agent of Landlord shall be personally liable for the performance of Landlord's obligations hereunder or be named as a party in any lawsuit arising out of or related to, directly or indirectly, this Lease and the obligations of Landlord hereunder. The obligations under the Lease do not constitute personal obligations of the individual partners of Landlord, if any, and Tenant shall not seek recourse against the individual partners of Landlord or their assets.

B. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for loss of or damage to the merchandise, tenant improvements, fixtures, furniture, equipment, computers, files, automobiles, or other property of Tenant, Tenant's employees, agents, contractors or invitees, or any other person in or about the Project, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents, contractors or invitees, whether such damage or injury is caused by or results from any cause whatsoever including, but not limited to, theft, criminal activity at the Project, negligent security measures, bombings or bomb scares, Hazardous Substances or Medical Waste, fire, steam, electricity, gas, water or rain, flooding, breakage of pipes, sprinklers, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the Project, or from other sources or places, or from new construction or the repair, alteration or improvement of any part of the Project, and regardless of whether the cause of the damage or injury arises out of Landlord's or its employees, agents or contractors negligent or intentional acts. Landlord shall not be liable for any damages arising from any act or neglect of any employees, agents, contractors or invitees of any other tenant, occupant or user of the Building Project, nor from the failure of Landlord to enforce the provisions of the lease of any other tenant of the Building Project. Tenant, as a material part of the consideration to Landlord hereunder, hereby assumes all risk of damage to Tenant's property or business or injury to persons, in, upon or about the Building Project arising from any cause, including Landlord's negligence or the negligence of its employees, agents or contractors, and Tenant hereby waives all claims in respect thereof against Landlord, its employees, agents and contractors.

10. Brokers. Landlord and Tenant each represents and warrants to each other that it has not dealt with any agent or broker in connection with this First Amendment except Merin Hunter Codman, Inc. whose commission, shall be paid by Landlord pursuant to separate agreement. If either party's representation and warranty proves to be untrue, such party will indemnify the other party against all resulting liabilities, costs, expenses, claims, demands and causes of action, including reasonable attorneys' fees and costs through all appellate actions and proceedings, if any. The foregoing will survive the end of the Lease Term.

11. Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration or earlier termination of the Extended Term, such occupancy shall be a tenancy from month to month upon all the terms and conditions of this Lease pertaining to the obligations of Tenant, except that the Base Rent payable shall be the greater of (a) two hundred percent (200%) of the Base Rent payable immediately preceding the termination date of this Lease or (b) one hundred twenty-five percent (125%) of the fair market Base Rent for the Premises as of the date Tenant holds over. Nothing contained herein shall be construed to give Tenant the right to hold over after the expiration or earlier termination of the Extended Term.

12. Reduction of Expansion Space. Landlord reserves the right to reduce the size of the Expansion Space by not more than 200 contiguous square feet of Rentable Area in order to provide an office for certain of the Building staff. The approximate area of such reduction area is as shown on Exhibit "A". In the event of such reduction, Base Rent and Tenant's Allocated Share with respect to the Expansion Space shall be ratably reduced.

13. Ratification. The parties hereby reaffirm their rights and obligations under the Lease as modified by this First Amendment. In the event of a conflict or ambiguity between the Lease and this First Amendment, the terms and provisions of this First Amendment shall control. Landlord and Tenant each represent and warrant to the other (i) that the execution and delivery of this First Amendment has been fully authorized by all necessary corporate or other action, (ii) that the person(s) signing this First Amendment on its behalf has the requisite authority to do so and the authority and power to bind the party on whose behalf such person(s) have signed, and (iii) that to the best of its knowledge and belief, this First Amendment is valid, binding and legally enforceable in accordance with its terms. Tenant represents and warrants to Landlord that, to the best of Tenant's knowledge Tenant has no right to any credit, claim, cause of action, offset or similar charge existing and accrued as of the date hereof against Landlord or any sums owed by Tenant to Landlord.

NOT A CERTIFIED COPY

IN WITNESS WHEREOF, Landlord and Tenant have each executed this First Amendment on the dates written below their names, intending it to be both legally binding and an instrument under seal.

WITNESSES:

Anne Kaum
Anne Kaum
Name Printed

Berna Vigneau
Berna Vigneau
Name Printed

WITNESSES:

Kathy Connelly
Kathy Connelly
Name Printed

Linda Alberson
Linda Alberson
Name Printed

LANDLORD:

THE REALTY ASSOCIATES FUND V, LP

By: [Signature]
Authorized Representative
Dated: 9.26.02

Heather L. Hohenthal
Regional Director

TENANT:

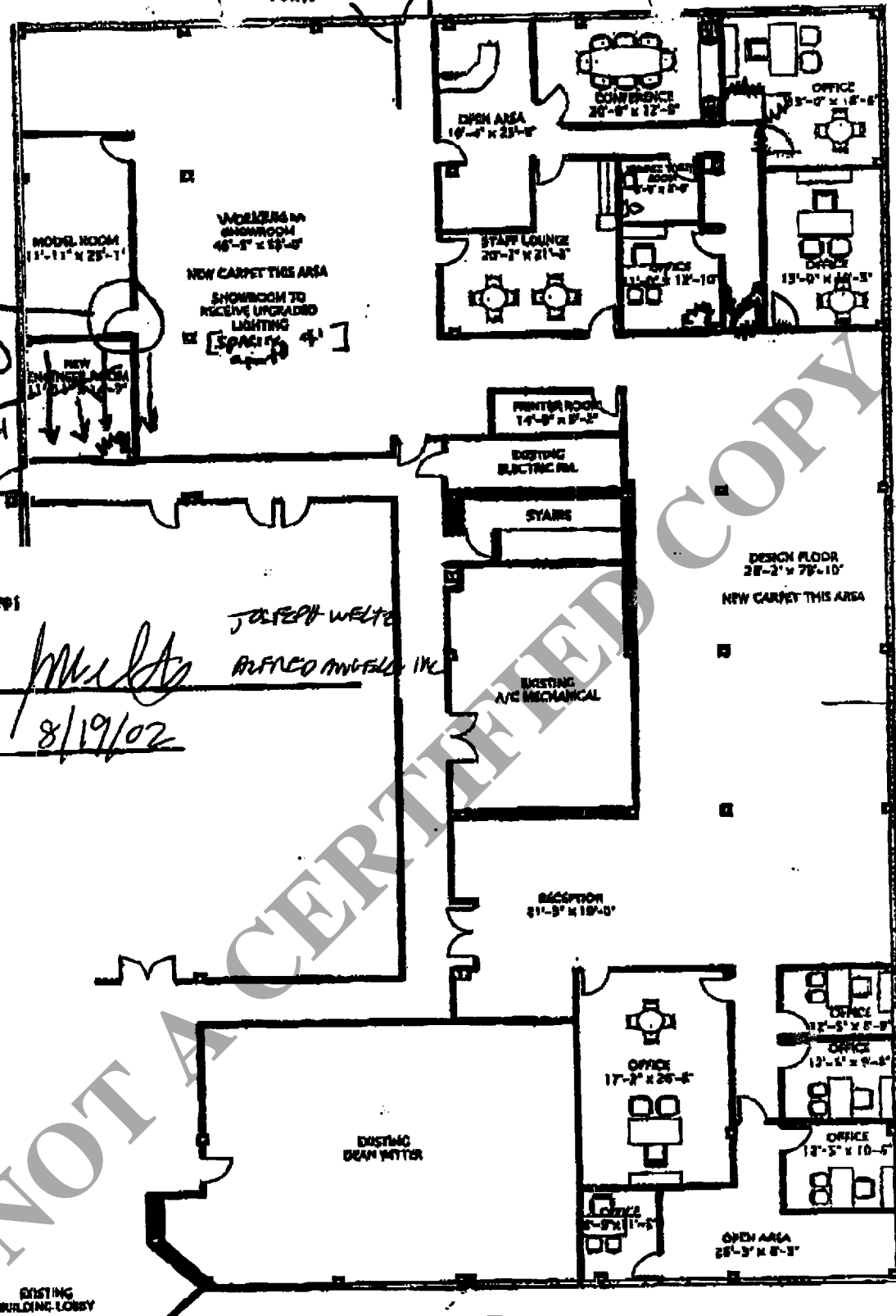
ALFRED ANGELO, INC.

By: [Signature]
Name: Joseph Welz - V. P. - Finance
Dated: 8/16/02

FTL1 #599728 v1

NOT A CERTIFIED COPY

leave wall



relocate door
patch or replace carpet

relocate door(s)
patch or replace carpet

larger opening/door
4'-4"-5'
(size to be determined)
Prefer this out.
Need space for model room.

Approved:

By: [Signature]
Date: 8/19/02

JOSEPH WELT
ARFICO ANFIELD INC

NOT A CERTIFIED COPY

01 SP

FLOOR PLAN



NOTE: ROOM SIZES SHOWN ARE APPROXIMATE, furnished by Tenant
ADDITIONAL NOTES
• change bulbs in elec. area
• please work if possible to complete workroom 1st. Can do between last.

Exhibit A

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Amendment") is made as of September 12, 2003 by and between The Realty Associates Fund V, LP ("Landlord"), and Alfred Angelo, Inc. ("Tenant").

RECITALS:

A. Arbors Associates, Ltd. ("Original Landlord"), as landlord, and Tenant entered into that Office Lease dated April 19, 2000 (the "Lease") as amended by First Amendment to Lease between Landlord and Tenant dated September 26, 2002, relating to Suites 120 and 108 containing 19,705 rentable square feet (the "Original Premises"), in the project commonly known as The Arbors (the "Building Project") located at 1690 South Congress Avenue, Delray Beach, Florida (the "Building").

B. Landlord is the successor-in-interest to Original Landlord and is the owner of the interest of the "Landlord" under the Lease.

C. Tenant desires to lease additional space in the Building and to renew and extend the Lease, and Landlord has agreed to such expansion and renewal and extension, upon the terms and conditions hereinafter described.

E. All capitalized terms used in this Amendment shall have the meanings given to them in the Lease, as amended hereby, unless otherwise defined herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby amend the Lease on the terms hereof effective as of the date hereof, notwithstanding anything to the contrary contained therein:

1. The Term of the Lease is hereby extended for a period of one (1) year beginning October 1, 2003 (the "Commencement Date") and terminating on September 30, 2004, unless sooner terminated pursuant to the provisions of the Lease (the "Renewal Term").

2. During the Renewal Term of the Lease, the Base Rent for the Premises shall be as follows:

Months	Annual Base Rent	Monthly Base Rent
1-12	\$236,370.55	\$19,697.55

Tenant agrees to pay the Base Rent in equal monthly installments at the place provided in the Lease on the first (1st) day of each month, in advance (subject to adjustment in accordance with the other provisions of the Lease), plus all applicable taxes thereon, together with all other amounts due under the terms of the Lease.

3. In addition to the Original Premises, Landlord shall lease to Tenant, and Tenant shall lease from Landlord, an area that is stipulated by the parties hereto to contain 1,686 rentable

square feet known as Suite 101 (the "Expansion Space"). From and after the Commencement Date, the term "Premises," as used in the Lease, shall be and include the Original Premises and the Expansion Space, which shall collectively consist of a total stipulated area of 21,391 rentable square feet. From and after the Commencement Date, Tenant's 1690 Building Allocated Share (as defined in the Lease) shall be 31.18%. The lease of the Expansion Space shall be for the same Term and other terms and conditions as the Lease, as modified by this Amendment.

4. Tenant hereby acknowledges that: (a) Tenant accepts the Premises and the Building as suitable for the purposes for which the same are leased; (b) that the renewal of the Lease is on an "As-Is" basis and Landlord has made no representations or warranties concerning the Premises and the Building; and (c) Landlord has fully complied with Landlord's obligations contained in the Lease.

5. Tenant shall submit to Landlord for approval full definitive plans and specifications for all leasehold improvements (the "Leasehold Improvements") to be constructed or installed in the Expansion Space, including but not limited to, all architectural, electrical and mechanical plans, room finish schedules, millwork detail, and air conditioning layout drawings.

6. Provided that Tenant has been in good standing and has not been in default of any of the terms or conditions of this Lease during the initial term of this Lease, and is not in default of any terms or conditions of this Lease at the time the option term is scheduled to commence, then the Tenant shall have the option, to be exercised by written notice to Landlord at least six (6) months but not more than nine (9) months prior to the expiration of the original term of this Lease, to renew this Lease for two (2) additional one (1) year terms, upon the terms and conditions provided in the original Lease as modified. Notwithstanding the foregoing, however; the monthly rent payable during the renewal term shall be at the prevailing market rate as hereafter determined. There shall be no further right of renewal.

Market Rate shall mean the Base Rent that Landlord should reasonably be able to obtain for the Premises effective the first day of the Renewal Term. Said Market Rate shall be based on the prevailing market rate for uses comparable to Tenant's use and other relevant factors including but not limited to size, location, and condition.

Landlord agrees to provide written notice of its determination of Market Rate within forty-five (45) days after Tenant exercises its option to extend the term. Landlord's failure to notify Tenant within the forty-five (45) days shall not be a waiver of Landlord's rights hereunder.

Pending Landlord's determination of the Market Rate or the resolution of any dispute the parties agree to use, as provisional Base Rent for the beginning of the Renewal Term, monthly installments of Base Rent shall be paid at the same Rate that was in effect for the last twelve (12) months of the then expiring initial term.

Tenant shall have ten (10) days to object to Landlord's determination of the Market Rate and to provide Landlord with its determination of Market Rate. Should Tenant fail to object to the Market Rate and provide Landlord with its determination within this time period, Tenant shall be deemed to have approved the Market Rate determined by Landlord.

If Tenant objects to the Market Rate and Landlord and Tenant fail to reach an agreement within twenty (20) days after Landlord's determination of the Market Rate, then the Market Rate shall be determined as follows:

- Each party shall appoint, at their own expense, within five (5) days, a real estate appraiser ("Appraiser") who has been active during the last five years doing appraisals of retail properties in the area in which the Premises are located. Should either party fail to appoint an Appraiser within this time period, the Appraiser timely appointed shall reach a decision and that decision shall be binding on the Landlord and Tenant.
- The two (2) Appraisers shall appoint a third Appraiser, the expense of which shall be split 50% each to Tenant and Landlord, within five (5) days of their appointment, who shall be qualified under the same criteria set forth above.
- The three (3) Appraisers shall, within ten (10) days of the 3rd Appraiser's appointment, reach a decision as to whether the parties shall use Landlord's or Tenant's Market Rate and shall notify the parties of their decision. The decision of the majority of the three (3) Appraisers shall be binding upon Landlord and Tenant.

Notwithstanding anything contained herein to the contrary, Tenant acknowledges that the determination of Market Rate shall not commence until and unless Tenant exercises its option to renew.

In the event this Lease has been assigned or all or any portion of the Premises has been sublet, without Landlord consent, at Landlord's option, Tenant's monthly Base Rent shall be equal to two (2) times the monthly Base Rent in effect during the last month of the initial term.

7. During the Renewal Term, Landlord shall designate for Tenant's use up to three (3) covered parking spaces at a charge of \$30.00 per space per month. Tenant shall notify Landlord in writing of its desire to lease any of the covered spaces.

8. Tenant warrants that it has had no dealing with any broker or agent in connection with the negotiation or execution of this Amendment other than Stoltz Realty Company and Tenant agrees to indemnify, defend and hold Landlord and Landlord's Indemnitees harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

9. Except as modified by this Amendment, the Lease and all the terms, covenants, conditions and agreements thereof are hereby in all respects ratified, confirmed and approved. Tenant hereby affirms that on the date hereof no breach or default by either party has occurred

and that the Lease, and all of its terms, conditions, covenants, agreements and provisions, except as hereby modified, are in full force and effect with no defenses or offsets thereto, and Tenant hereby releases Landlord of and from all liabilities, claims, controversies, causes of action and other matters of every nature which, through the date hereof, have or might have arisen out of or in any way in connection with the Lease and/or the Premises demised thereunder.

10. This Amendment contains the entire understanding between the parties with respect to the matters contained herein. Except as modified by this Amendment, the Lease shall remain unchanged and shall continue in full force and effect. No representations, warranties, covenants or agreements have been made concerning or affecting the subject matter of this Amendment, except as are contained herein and in the Lease. This Amendment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change or modification or discharge is sought.

11. Tenant hereby represents and warrants to Landlord that: (a) Tenant is in good standing under the laws of the State of Florida; (b) Tenant has full corporate power and authority to enter into this Amendment and to perform all of Tenant's obligations under the Lease, as amended by this Amendment; and (c) each person (and all of the persons if more than one signs) signing this Amendment on behalf of Tenant is duly and validly authorized to do so.

12. This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original and all, when taken together, shall constitute one and the same instrument. A facsimile or similar transmission of a counterpart signed by a party hereto shall be regarded as signed by such party for purposes hereof.

13. Submission of this instrument for examination and signature by Tenant does not constitute an offer to lease or a reservation of or option for lease, and this instrument is not effective as a lease amendment or otherwise until executed and delivered by both Landlord and Tenant.

14. ~~The liability of Landlord (and its partners, shareholders or members) to Tenant (or any person or entity claiming by, through or under Tenant) for any default by Landlord under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises and/or other areas of the Building or Building Project shall be limited to Tenant's actual direct, but not consequential, damages therefor and shall be recoverable only from the interest of Landlord in the Building Project and Landlord (and its partners, shareholders or members) shall not be personally liable for any deficiency. Additionally, to the extent allowed by Law, Tenant hereby waives any statutory lien it may have against Landlord or its assets, including without limitation, the Building Project.~~

[Handwritten signature]
8/26/03
HLH

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Amendment as of the date and year first above written.

Witness:

Bruna Vignone
Print Name: Bruna Vignone

Kelley Head
Print Name: Kelley Head

Kathleen Connelly
Print Name: KATHLEEN CONNELLY

John Fogliano
Print Name: JOHN FOGLIANO

LANDLORD:

The Realty Associates Fund V,
L.P., a Delaware limited
partnership

By: Realty Associates Fund V LLC, a
Massachusetts limited liability
company, general partner
By: Realty Associates Advisors LLC, a
Delaware limited liability
company, Manager
By: Realty Associates Advisors Trust, a
Massachusetts business trust, sole
member

[Signature]
By: _____
Officer

By: Realty Associates Fund V Texas
Corporation, a Texas corporation,
general partner

[Signature]
By: _____
Officer **Heather L. Hohenthal**
Regional Director

TENANT: Alfred Angelo, Inc.

By: *[Signature]*
Joseph Welts
Its: **V.P. - Finance**

THIRD AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Amendment") is made as of Feb 8, 2005 (by and between The Realty Associates Fund V, LP ("Landlord"), and Alfred Angelo, Inc. ("Tenant").

RECITALS:

A. Arbors Associates, Ltd. ("Original Landlord"), as landlord, and Tenant entered into that Office Lease dated April 19, 2000 (the "Lease") as amended by First Amendment to Lease between Landlord and Tenant dated September 26, 2002 and Second Amendment to Lease dated September 12, 2003, relating to Suites 101, 108, and 120 containing 21,391 rentable square feet (the "Original Premises"), in the project commonly known as The Arbors (the "Building Project") located at 1690 South Congress Avenue, Delray Beach, Florida (the "Building").

B. Landlord is the successor-in-interest to Original Landlord and is the owner of the interest of the "Landlord" under the Lease.

C. Tenant desires to renew and extend the Lease, and Landlord has agreed to such renewal and extension, upon the terms and conditions hereinafter described.

E. All capitalized terms used in this Amendment shall have the meanings given to them in the Lease, as amended hereby, unless otherwise defined herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby amend the Lease on the terms hereof effective as of the date hereof, notwithstanding anything to the contrary contained therein:

1. The Term of the Lease is hereby extended for a period of two (2) years beginning October 1, 2004 (the "Commencement Date") and terminating on September 30, 2006, unless sooner terminated pursuant to the provisions of the Lease (the "Renewal Term").

2. During the Renewal Term of the Lease, the Base Rent for the Premises shall be as follows:

Months	Annual Base Rent	Monthly Base Rent
1-12	\$245,996.50	\$20,499.71
13-24	\$256,692.00	\$21,391.00

Tenant agrees to pay the Base Rent in equal monthly installments at the place provided in the Lease on the first (1st) day of each month, in advance (subject to adjustment in accordance with the other provisions of the Lease), plus all applicable taxes thereon, together with all other amounts due under the terms of the Lease.

3. Provided that Tenant has been in good standing and has not been in default of any of the terms or conditions of this Lease during the initial term of this Lease, and is not in default

of any terms or conditions of this Lease at the time the option term is scheduled to commence, then the Tenant shall have the option, to be exercised by written notice to Landlord at least six (6) months but not more than nine (9) months prior to the expiration of the original term of this Lease, to renew this Lease for one (1) additional one (1) year term, upon the terms and conditions provided in the original Lease as modified. Notwithstanding the foregoing, however, the monthly rent payable during the renewal term shall be at the prevailing market rate as hereafter determined. There shall be no further right of renewal.

Market Rate shall mean the Base Rent that Landlord should reasonably be able to obtain for the Premises effective the first day of the Renewal Term. Said Market Rate shall be based on the prevailing market rate for uses comparable to Tenant's use and other relevant factors including but not limited to size, location, and condition.

Landlord agrees to provide written notice of its determination of Market Rate within forty-five (45) days after Tenant exercises its option to extend the term. Landlord's failure to notify Tenant within the forty-five (45) days shall not be a waiver of Landlord's rights hereunder.

Pending Landlord's determination of the Market Rate or the resolution of any dispute the parties agree to use, as provisional Base Rent for the beginning of the Renewal Term, monthly installments of Base Rent shall be paid at the same Rate that was in effect for the last twelve (12) months of the then expiring initial term.

Tenant shall have ten (10) days to object to Landlord's determination of the Market Rate and to provide Landlord with its determination of Market Rate. Should Tenant fail to object to the Market Rate and provide Landlord with its determination within this time period, Tenant shall be deemed to have approved the Market Rate determined by Landlord.

If Tenant objects to the Market Rate and Landlord and Tenant fail to reach an agreement within twenty (20) days after Landlord's determination of the Market Rate, then the Market Rate shall be determined as follows:

- Each party shall appoint, at their own expense, within five (5) days, a real estate appraiser ("Appraiser") who has been active during the last five years doing appraisals of retail properties in the area in which the Premises are located. Should either party fail to appoint an Appraiser within this time period, the Appraiser timely appointed shall reach a decision and that decision shall be binding on the Landlord and Tenant.
- The two (2) Appraisers shall appoint a third Appraiser, the expense of which shall be split 50% each to Tenant and Landlord, within five (5) days of their appointment, who shall be qualified under the same criteria set forth above.
- The three (3) Appraisers shall, within ten (10) days of the 3rd Appraiser's appointment, reach a decision as to whether the parties shall use Landlord's or Tenant's Market Rate and shall notify the parties of their decision. The decision of the majority of the three (3) Appraisers shall be binding upon Landlord and Tenant.

Notwithstanding anything contained herein to the contrary, Tenant acknowledges that the determination of Market Rate shall not commence until and unless Tenant exercises its option to renew.

In the event this Lease has been assigned or all or any portion of the Premises has been sublet, without Landlord consent, at Landlord's option, Tenant's monthly Base Rent shall be equal to two (2) times the monthly Base Rent in effect during the last month of the initial term.

4. Tenant shall have the right and option to terminate this Lease by giving prior written notice to Landlord six (6) months prior to the expiration date of the first (1st) Lease Year of this renewal term to be effective as of the expiration of such first (1st) Lease Year. Notice from Tenant shall not be effective unless and until: (i) Tenant shall not be in an uncured Event of Default; (ii) provide at termination fee to Landlord, upon delivery of notice, in the aggregate amount of: \$21,931.00; plus the unamortized portion of the leasing commission paid by Landlord.

5. Tenant warrants that it has had no dealing with any broker or agent in connection with the negotiation or execution of this Amendment other than Stoltz Realty Company and Tenant agrees to indemnify, defend and hold Landlord and Landlord's Indemnitees harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

6. Except as modified by this Amendment, the Lease and all the terms, covenants, conditions and agreements thereof are hereby in all respects ratified, confirmed and approved. Tenant hereby affirms that on the date hereof no breach or default by either party has occurred and that the Lease, and all of its terms, conditions, covenants, agreements and provisions, except as hereby modified, are in full force and effect with no defenses or offsets thereto, and Tenant hereby releases Landlord of and from all liabilities, claims, controversies, causes of action and other matters of every nature which, through the date hereof, have or might have arisen out of or in any way in connection with the Lease and/or the Premises demised thereunder.

7. This Amendment contains the entire understanding between the parties with respect to the matters contained herein. Except as modified by this Amendment, the Lease shall remain unchanged and shall continue in full force and effect. No representations, warranties, covenants or agreements have been made concerning or affecting the subject matter of this Amendment, except as are contained herein and in the Lease. This Amendment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change or modification or discharge is sought.

8. Tenant hereby represents and warrants to Landlord that: (a) Tenant is in good standing under the laws of the State of Florida; (b) Tenant has full corporate power and authority to enter into this Amendment and to perform all of Tenant's obligations under the Lease, as amended by this Amendment; and (c) each person (and all of the persons if more than one signs) signing this Amendment on behalf of Tenant is duly and validly authorized to do so.

9. This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original and all, when taken together, shall constitute one and the same instrument. A facsimile or similar transmission of a counterpart signed by a party hereto shall be regarded as signed by such party for purposes hereof.

10. Submission of this instrument for examination and signature by Tenant does not constitute an offer to lease or a reservation of or option for lease, and this instrument is not effective as a lease amendment or otherwise until executed and delivered by both Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Amendment as of the date and year first above written.

Witness:

Dianne Marshall
Print Name: Dianne Marshall

Kelly Heek
Print Name: Kelly Heek

Kathleen Sorbino
Print Name: Kathleen Sorbino

John Fogliano
Print Name: JOHN FOGLIANO

LANDLORD:

The Realty Associates Fund V, L.P., a Delaware limited partnership

By: Realty Associates Fund V LLC, a Massachusetts limited liability company, general partner
By: Realty Associates Advisors LLC, a Delaware limited liability company, Manager
By: Realty Associates Advisors Trust, a Massachusetts business trust, sole member

Heather L. Hohenthal
By: Regional Director
Officer

By: Realty Associates Fund V Texas Corporation, a Texas corporation, general partner

Heather L. Hohenthal
By: Regional Director
Officer

TENANT: Alfred Angelo, Inc.

By: Joseph Welfe
Its: V.P. - Finance

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE (this "Amendment") is made as of May 3, 2006 by and between The Realty Associates Fund V, LP ("Landlord"), and Alfred Angelo, Inc. ("Tenant").

RECITALS:

A. Arbors Associates, Ltd. ("Original Landlord"), as landlord, and Tenant entered into that Office Lease dated April 19, 2000 (the "Lease") as amended by First Amendment to Lease between Landlord and Tenant dated September 26, 2002, Second Amendment to Lease dated September 12, 2003, and Third Amendment to Lease dated October 8, 2004 relating to Suites 101, 108, and 120 containing 21,391 rentable square feet (the "Premises"), in the project commonly known as The Arbors (the "Building Project") located at 1690 South Congress Avenue, Delray Beach, Florida (the "Building").

B. Landlord is the successor-in-interest to Original Landlord and is the owner of the interest of the "Landlord" under the Lease.

C. Tenant desires to renew and extend the Lease, and Landlord has agreed to such renewal and extension, upon the terms and conditions hereinafter described.

E. All capitalized terms used in this Amendment shall have the meanings given to them in the Lease, as amended hereby, unless otherwise defined herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby amend the Lease on the terms hereof effective as of the date hereof, notwithstanding anything to the contrary contained therein:

1. The Term of the Lease is hereby extended for a period of five (5) years beginning October 1, 2006 (the "Commencement Date") and terminating on September 30, 2011, unless sooner terminated pursuant to the provisions of the Lease (the "Renewal Term").

2. During the Renewal Term of the Lease, the Base Rent for the Premises shall be as follows:

Months	Annual Base Rent	Monthly Base Rent
1-12	\$264,392.76	\$22,032.73
13-24	\$273,646.50	\$22,803.88
25-36	\$283,224.12	\$23,602.01
37-48	\$293,136.96	\$24,428.08
49-60	\$303,396.75	\$25,283.06

Tenant agrees to pay the Base Rent in equal monthly installments at the place provided in the Lease on the first (1st) day of each month, in advance (subject to adjustment in accordance

with the other provisions of the Lease), plus all applicable taxes thereon, together with all other amounts due under the terms of the Lease.

3. Paragraph 3 of the Third Amendment is hereby deleted in its entirety and replaced with the following: Provided that Tenant is in good standing and not in default of any of the terms or conditions of this Lease, and is not in default of any terms or conditions of this Lease at the time the option term is scheduled to commence, then the Tenant shall have the option, to be exercised by written notice to Landlord at least six (6) months but not more than nine (9) months prior to the expiration of the original term of this Lease, to renew this Lease for one (1) additional three (3) year term, upon the terms and conditions provided in the original Lease as modified. Notwithstanding the foregoing, however, the monthly rent payable during the renewal term shall be at the prevailing market rate as hereafter determined. There shall be no further right of renewal.

Market Rate shall mean the Base Rent that Landlord should reasonably be able to obtain for the Premises effective the first day of the Renewal Term. Said Market Rate shall be based on the prevailing market rate for uses comparable to Tenant's use and all other relevant factors including but not limited to size, location, financial creditworthiness, concessions, real estate commissions and other conditions.

Landlord agrees to provide written notice of its determination of Market Rate within forty-five (45) days after Tenant's request for such determination with such request being made not more than twelve (12) months prior to the expiration of the original term of this Lease. Landlord's failure to notify Tenant within the forty-five (45) days shall not be a waiver of Landlord's rights hereunder.

Pending Landlord's determination of the Market Rate or the resolution of any dispute the parties agree to use, as provisional Base Rent for the beginning of the Renewal Term, monthly installments of Base Rent shall be paid at the same Rate that was in effect for the last twelve (12) months of the then expiring initial term.

Tenant shall have ten (10) days to object to Landlord's determination of the Market Rate and to provide Landlord with its determination of Market Rate. Should Tenant fail to object to the Market Rate and provide Landlord with its determination within this time period, Tenant shall be deemed to have approved the Market Rate determined by Landlord.

If Tenant objects to the Market Rate and Landlord and Tenant fail to reach an agreement within twenty (20) days after Landlord's determination of the Market Rate, then the Market Rate shall be determined as follows:

- Each party shall appoint, at their own expense, within five (5) days, a real estate appraiser ("Appraiser") who has been active during the last five years doing appraisals of properties in the area in which the Premises are located. Should either party fail to appoint an Appraiser within this time period, the Appraiser timely appointed shall reach a decision and that decision shall be binding on the Landlord and Tenant.

- The two (2) Appraisers shall appoint a third Appraiser, the expense of which shall be split 50% each to Tenant and Landlord, within five (5) days of their appointment, who shall be qualified under the same criteria set forth above.
- The three (3) Appraisers shall, within ten (10) days of the 3rd Appraiser's appointment, reach a decision as to whether the parties shall use Landlord's or Tenant's Market Rate and shall notify the parties of their decision. The decision of the majority of the three (3) Appraisers shall be binding upon Landlord and Tenant.

Notwithstanding anything contained herein to the contrary, Tenant acknowledges that the determination of Market Rate shall not commence until and unless Tenant exercises its option to renew.

In the event this Lease has been assigned or all or any portion of the Premises has been sublet, without Landlord consent, at Landlord's option, Tenant's monthly Base Rent shall be equal to two (2) times the monthly Base Rent in effect during the last month of the initial term.

4. Paragraph 4 of the Third Amendment is hereby deleted in its entirety and replaced with the following: Tenant shall have the right and option to terminate this Lease by giving prior written notice to Landlord nine (9) months prior to the expiration date of the third (3rd) Lease Year of this renewal term to be effective as of the expiration of such third (3rd) Lease Year. Notice from Tenant shall not be effective unless and until: (i) Tenant shall not be in an uncured Event of Default; (ii) provide a termination fee to Landlord, upon delivery of notice, in the aggregate amount of the unamortized portion of the tenant improvement costs and leasing commission paid by Landlord. Upon Tenant's request, Landlord shall provide Tenant with the exact amount of the termination fee at the time of such request.

5. Notwithstanding the terms of Article 5 of the Lease to the contrary, and provided that Tenant has not been in default hereunder, Landlord hereby agrees that effective as of January 1, 2007 controllable Operating Costs, which shall be defined as Operating Costs excluding utilities, security costs, taxes, insurance and hurricane related expenses, shall increase by no more than five percent (5%) each year of the Renewal Term. Tenant shall pay its pro rata share as outlined in this Article 5 of increases in utilities, security costs, taxes, insurance and hurricane related expenses.

6. Landlord agrees to allow Tenant to arrange for its own janitorial service. Upon Tenant's election to arrange for such service, Landlord's janitorial service shall no longer be responsible for servicing the Premises and Tenant's Operating Costs shall be reduced by the amount Landlord is paying for same. Tenant shall continue to be responsible for its share of common area janitorial service, if any.

7. Effective as of the date of this Amendment, Landlord shall reimburse Tenant up to three hundred twenty thousand eight hundred and sixty five dollars (\$320,865.00) for costs and expenses associated with improvements and soft costs related to the improvements installed in the Premises ("TI Allowance") of which one hundred six thousand nine hundred and fifty five dollars (\$106,955.00) can be used towards furniture which will remain in the space throughout the Lease Term. Tenant shall be permitted to use the TI Allowance throughout the term of the Lease, excluding any option period, and shall be permitted to submit for partial payments of not

less than twenty five thousand dollars (\$25,000.00) per payment, not more frequently than once per calendar quarter. Landlord shall pay this sum within thirty (30) days of the date Tenant submits to Landlord copies of (i) paid invoices; (ii) a certificate of occupancy (if required); (iii) final releases of lien from all contractors, subcontractors and suppliers providing materials or services in the Premises; and (iv) a contractor's final affidavit from Tenant's general contractor (if appropriate). Tenant agrees that Landlord shall retain ownership rights to the furniture throughout the term of the Lease. Tenant shall have the option to purchase said furniture upon expiration of the Lease Term the purchase price shall be seventy five percent (75%) of the original purchase price.

8. Tenant shall have the right to use a "to be determined" portion of the existing Building generator at no rental cost. Tenant shall be responsible for any connection costs, and Tenant's pro rata share of maintenance costs, which shall include the cost of repair, reasonable parts replacement (not to exceed 30% of cost of a new unit) and fuel charges. Tenant shall also be permitted to install their own generator near the building if the buildings generator cannot accommodate Tenant's needs, subject to Landlord's consent as to placement, size and connection to building systems.

9. At no additional rental cost, Tenant shall be permitted to install, at its sole cost and expense, up to three (3) non-penetrating satellite antennas and transmitters ("Antenna") which includes a satellite antenna, cabling, transmitter and related equipment, on the roof of the Building which is mutually acceptable to both the Landlord and the Tenant, for the exclusive use of the Tenant. The Antenna specifications are to be furnished by Tenant to Landlord, all subject to Landlord's review and written approval.

10. Article 27 of the Lease is hereby amended to include the following: Landlord shall, at Tenant's sole cost and expense, provide signage on the monument sign located on S. Congress Avenue. Further, in the event Morgan Stanley relinquishes its existing signage rights on the upper façade of the Building fronting S. Congress Avenue, Landlord agrees that provided Tenant is the largest tenant in the Building and subject to Landlord and governmental authority approvals, Tenant shall have the right to place a sign on such upper façade. Landlord shall not unreasonably withhold, or condition its approval.

11. First Opportunity on Contiguous Space.

A. Provided Tenant is not in default and has performed all of its obligations hereunder, Tenant shall have the first opportunity to lease such other (contiguous) space on the first or second floors of the Building as same becomes available for leasing during Term (the "First Opportunity") for a term coterminous with this Lease and, at market rental rates as defined above

B. Upon notification in writing by Landlord that such space is available, Tenant shall have ten (10) business days in which to elect in writing so to lease such space, in which event the lease for same shall commence the earlier of occupancy or 120 days after delivery of the space to Tenant for the purpose of preparing the space for its use and shall be coterminous with this Lease.

C. It is understood that this First Opportunity shall not be construed to prevent any tenant in the Building from extending or renewing its lease.

D. The First Opportunity hereby granted is personal to Tenant and is not transferable; in the event of any assignment or subletting not consented to by Landlord under this Lease, this first opportunity shall automatically terminate and shall thereafter be null and void.

12. Tenant shall have the right of up to four (4) covered and reserved parking spaces at market rent, currently \$45.00 per month, per space. Such rate may be increased to be consistent with market conditions in competing buildings with thirty (30) days prior written notice.

13. Building hours of operation are 7:00 a.m. to 7:00 p.m., Monday through Friday and 7:00 a.m. to 1:00 p.m. on Saturdays. HVAC shall be provided to the Tenant at hours other than those specified in the preceding sentence upon request of Tenant at an hourly charge equal to Landlord's actual cost of providing such HVAC service not to exceed \$35.00 per hour.

14. Tenant and Landlord warrant that it has had no dealing with any broker or agent in connection with the negotiation or execution of this Amendment other than Terranova Corporation and CRESA Partners and Tenant and Landlord agree to indemnify, defend and hold the other and its Indemnitees harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction

15. Except as modified by this Amendment, the Lease and all the terms, covenants, conditions and agreements thereof are hereby in all respects ratified, confirmed and approved. Tenant hereby affirms that on the date hereof no breach or default by either party has occurred and that the Lease, and all of its terms, conditions, covenants, agreements and provisions, except as hereby modified, are in full force and effect with no defenses or offsets thereto,

16. This Amendment contains the entire understanding between the parties with respect to the matters contained herein. Except as modified by this Amendment, the Lease shall remain unchanged and shall continue in full force and effect. No representations, warranties, covenants or agreements have been made concerning or affecting the subject matter of this Amendment, except as are contained herein and in the Lease. This Amendment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change or modification or discharge is sought.

17. Tenant hereby represents and warrants to Landlord that: (a) Tenant is in good standing under the laws of the State of Florida; (b) Tenant has full corporate power and authority to enter into this Amendment and to perform all of Tenant's obligations under the Lease, as amended by this Amendment; and (c) each person (and all of the persons if more than one signs) signing this Amendment on behalf of Tenant is duly and validly authorized to do so.

18. This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original and all, when taken together, shall constitute one and the

same instrument. A facsimile or similar transmission of a counterpart signed by a party hereto shall be regarded as signed by such party for purposes hereof.

19. Submission of this instrument for examination and signature by Tenant does not constitute an offer to lease or a reservation of or option for lease, and this instrument is not effective as a lease amendment or otherwise until executed and delivered by both Landlord and Tenant.

20. Certification

A. Tenant certifies that:

(i) It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

(ii) It is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.

B. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Amendment as of the date and year first above written.

Witness:

Ally Delerich
Print Name: Ally Delerich

Shana Hallow
Print Name: Shana Hallow

LANDLORD:

The Realty Associates Fund V,
L.P., a Delaware limited
partnership
By: Realty Associates Fund V LLC, a
Massachusetts limited liability
company, general partner
By: Realty Associates Advisors LLC, a
Delaware limited liability
company, Manager
By: Realty Associates Advisors Trust, a
Massachusetts business trust, sole
member

By: [Signature]
Officer
Heather L. Hohenthal
Regional Director

By: Realty Associates Fund V Texas Corporation, a Texas corporation, general partner

By: [Signature]
Officer

Heather L. Hohenthal
Regional Director

[Signature]
Print Name: KATHLEEN T. SORDINI

[Signature]
Print Name: William J. Begley, Jr.

TENANT: Alfred Angelo, Inc.

By: [Signature]

Its: Joseph Wertz
V.P. - Finance

NOT A CERTIFIED COPY



VIA FACSIMILE

April 1, 2005

Mr. Joe Weltz
Chief Financial Officer
Alfred Angelo
1301 Virginia Drive, Ste. 110
Fort Washington, PA 19034

RE: Lease Agreement ("Lease") dated April 19, 2000 between Alfred Angelo, Inc. ("Tenant") and The Realty Associates Fund V, LP ("Landlord") as amended, concerning certain property described therein (the "Premises")

Dear Mr. Weltz:

Landlord hereby grants Tenant a thirty (30) day extension with regard to Tenant's termination right found in Paragraph 4 of the Third Amendment to Lease dated October 8, 2004. Tenant's notice to terminate the Lease under this Paragraph must hereby be given not later than April 30, 2005.

Should you have any additional questions or concerns please feel free to contact me.

Sincerely,


Pam Pearce
Terranova Corporation
Director of Lease Administration
As Agent for Landlord

cc:
Gordon Messinger
Vincent Piccione
Charlie Barton



COMMERCIAL REAL ESTATE SERVICES, WORLDWIDE.

2300 Glades Road, Suite 250
Boca Raton, FL 33431

CERTIFICATION OF RENT COMMENCEMENT

September 30, 2002

Leased Premises: 1690 S. Congress Ave., Suite 108, Delray Beach, FL - Expansion Space

The following is hereby confirmed as to the Leased Premises:

1. With reference to the First Amendment to Lease between Alfred Angelo, Inc., Lessee, and The Realty Associates Fund V, L.P., Lessor, at 1690 S. Congress Ave, Delray Beach, FL, possession for a portion of the Expansion has been delivered to, and accepted by Lessee effective October 1, 2002.
2. The rent stipulated in the lease between the parties commences in full effective as of October 1, 2002 at 50% of the Base Rental and Operating Costs outlined in the First Amendment to Lease for said Expansion Space.
3. Rent payments shall be made payable to The Realty Associates Fund V, L.P. and delivered to Merin Hunter Codman, Inc., 1601 Forum Place, West Palm Beach, FL 33401.

Please sign the acknowledgement below and return the original to Lessor.

Read, acknowledged and agreed to:

By Lessee: _____

JOSEPH WISLUTZ

Date: _____

10/3/02

THIRD AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Amendment") is made as of September 8, 2004 (by and between The Realty Associates Fund V, LP ("Landlord"), and Alfred Angelo, Inc. ("Tenant").

RECITALS:

A. Arbors Associates, Ltd. ("Original Landlord"), as landlord, and Tenant entered into that Office Lease dated April 19, 2000 (the "Lease") as amended by First Amendment to Lease between Landlord and Tenant dated September 26, 2002 and Second Amendment to Lease dated September 12, 2003, relating to Suites 101, 108, and 120 containing 21,391 rentable square feet (the "Original Premises"), in the project commonly known as The Arbors (the "Building Project") located at 1690 South Congress Avenue, Delray Beach, Florida (the "Building").

B. Landlord is the successor-in-interest to Original Landlord and is the owner of the interest of the "Landlord" under the Lease.

C. Tenant desires to renew and extend the Lease, and Landlord has agreed to such renewal and extension, upon the terms and conditions hereinafter described.

E. All capitalized terms used in this Amendment shall have the meanings given to them in the Lease, as amended hereby, unless otherwise defined herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby amend the Lease on the terms hereof effective as of the date hereof, notwithstanding anything to the contrary contained therein:

1. The Term of the Lease is hereby extended for a period of two (2) years beginning October 1, 2004 (the "Commencement Date") and terminating on September 30, 2006, unless sooner terminated pursuant to the provisions of the Lease (the "Renewal Term").

2. During the Renewal Term of the Lease, the Base Rent for the Premises shall be as follows:

Months	Annual Base Rent	Monthly Base Rent
1-12	\$245,996.50	\$20,499.71
13-24	\$256,692.00	\$21,391.00

Tenant agrees to pay the Base Rent in equal monthly installments at the place provided in the Lease on the first (1st) day of each month, in advance (subject to adjustment in accordance with the other provisions of the Lease), plus all applicable taxes thereon, together with all other amounts due under the terms of the Lease.

3. Provided that Tenant has been in good standing and has not been in default of any of the terms or conditions of this Lease during the initial term of this Lease, and is not in default

of any terms or conditions of this Lease at the time the option term is scheduled to commence, then the Tenant shall have the option, to be exercised by written notice to Landlord at least six (6) months but not more than nine (9) months prior to the expiration of the original term of this Lease, to renew this Lease for one (1) additional one (1) year term, upon the terms and conditions provided in the original Lease as modified. Notwithstanding the foregoing, however, the monthly rent payable during the renewal term shall be at the prevailing market rate as hereafter determined. There shall be no further right of renewal.

Market Rate shall mean the Base Rent that Landlord should reasonably be able to obtain for the Premises effective the first day of the Renewal Term. Said Market Rate shall be based on the prevailing market rate for uses comparable to Tenant's use and other relevant factors including but not limited to size, location, and condition.

Landlord agrees to provide written notice of its determination of Market Rate within forty-five (45) days after Tenant exercises its option to extend the term. Landlord's failure to notify Tenant within the forty-five (45) days shall not be a waiver of Landlord's rights hereunder.

Pending Landlord's determination of the Market Rate or the resolution of any dispute the parties agree to use, as provisional Base Rent for the beginning of the Renewal Term, monthly installments of Base Rent shall be paid at the same Rate that was in effect for the last twelve (12) months of the then expiring initial term.

Tenant shall have ten (10) days to object to Landlord's determination of the Market Rate and to provide Landlord with its determination of Market Rate. Should Tenant fail to object to the Market Rate and provide Landlord with its determination within this time period, Tenant shall be deemed to have approved the Market Rate determined by Landlord.

If Tenant objects to the Market Rate and Landlord and Tenant fail to reach an agreement within twenty (20) days after Landlord's determination of the Market Rate, then the Market Rate shall be determined as follows:

- Each party shall appoint, at their own expense, within five (5) days, a real estate appraiser ("Appraiser") who has been active during the last five years doing appraisals of retail properties in the area in which the Premises are located. Should either party fail to appoint an Appraiser within this time period, the Appraiser timely appointed shall reach a decision and that decision shall be binding on the Landlord and Tenant.
- The two (2) Appraisers shall appoint a third Appraiser, the expense of which shall be split 50% each to Tenant and Landlord, within five (5) days of their appointment, who shall be qualified under the same criteria set forth above.
- The three (3) Appraisers shall, within ten (10) days of the 3rd Appraiser's appointment, reach a decision as to whether the parties shall use Landlord's or Tenant's Market Rate and shall notify the parties of their decision. The decision of the majority of the three (3) Appraisers shall be binding upon Landlord and Tenant.

Notwithstanding anything contained herein to the contrary, Tenant acknowledges that the determination of Market Rate shall not commence until and unless Tenant exercises its option to renew.

In the event this Lease has been assigned or all or any portion of the Premises has been sublet, without Landlord consent, at Landlord's option, Tenant's monthly Base Rent shall be equal to two (2) times the monthly Base Rent in effect during the last month of the initial term.

4. Tenant shall have the right and option to terminate this Lease by giving prior written notice to Landlord six (6) months prior to the expiration date of the first (1st) Lease Year of this renewal term to be effective as of the expiration of such first (1st) Lease Year. Notice from Tenant shall not be effective unless and until: (i) Tenant shall not be in an uncured Event of Default; (ii) provide at termination fee to Landlord, upon delivery of notice, in the aggregate amount of: \$21,931.00; plus the unamortized portion of the leasing commission paid by Landlord.

5. Tenant warrants that it has had no dealing with any broker or agent in connection with the negotiation or execution of this Amendment other than Stoltz Realty Company and Tenant agrees to indemnify, defend and hold Landlord and Landlord's Indemnitees harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

6. Except as modified by this Amendment, the Lease and all the terms, covenants, conditions and agreements thereof are hereby in all respects ratified, confirmed and approved. Tenant hereby affirms that on the date hereof no breach or default by either party has occurred and that the Lease, and all of its terms, conditions, covenants, agreements and provisions, except as hereby modified, are in full force and effect with no defenses or offsets thereto, and Tenant hereby releases Landlord of and from all liabilities, claims, controversies, causes of action and other matters of every nature which, through the date hereof, have or might have arisen out of or in any way in connection with the Lease and/or the Premises demised thereunder.

7. This Amendment contains the entire understanding between the parties with respect to the matters contained herein. Except as modified by this Amendment, the Lease shall remain unchanged and shall continue in full force and effect. No representations, warranties, covenants or agreements have been made concerning or affecting the subject matter of this Amendment, except as are contained herein and in the Lease. This Amendment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change or modification or discharge is sought.

8. Tenant hereby represents and warrants to Landlord that: (a) Tenant is in good standing under the laws of the State of Florida; (b) Tenant has full corporate power and authority to enter into this Amendment and to perform all of Tenant's obligations under the Lease, as amended by this Amendment; and (c) each person (and all of the persons if more than one signs) signing this Amendment on behalf of Tenant is duly and validly authorized to do so.

9. This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original and all, when taken together, shall constitute one and the same instrument. A facsimile or similar transmission of a counterpart signed by a party hereto shall be regarded as signed by such party for purposes hereof.

10. Submission of this instrument for examination and signature by Tenant does not constitute an offer to lease or a reservation of or option for lease, and this instrument is not effective as a lease amendment or otherwise until executed and delivered by both Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Amendment as of the date and year first above written.

Witness:

Dianne Marshall

Print Name: Dianne Marshall

Kelly Heek

Print Name: Kelly Heek

LANDLORD:

The Realty Associates Fund V, L.P., a Delaware limited partnership

By: Realty Associates Fund V LLC, a Massachusetts limited liability company, general partner

By: Realty Associates Advisors LLC, a Delaware limited liability company, Manager

By: Realty Associates Advisors Trust, a Massachusetts business trust, sole member

By: Heather L. Hohenthal
Regional Director
Officer

By: Realty Associates Fund V Texas Corporation, a Texas corporation, general partner

By: Heather L. Hohenthal
Regional Director
Officer

TENANT: Alfred Angelo, Inc.

By: Joseph Welte

Its: V.P. - Finance

Kathleen Soldano

Print Name: KATHLEEN SOLDANO

John Fogliano

Print Name: JOHN FOGLIANO

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Amendment") is made as of September 12, 2003 by and between The Realty Associates Fund V, LP ("Landlord"), and Alfred Angelo, Inc. ("Tenant").

RECITALS:

A. Arbors Associates, Ltd. ("Original Landlord"), as landlord, and Tenant entered into that Office Lease dated April 19, 2000 (the "Lease") as amended by First Amendment to Lease between Landlord and Tenant dated September 26, 2002, relating to Suites 120 and 108 containing 19,705 rentable square feet (the "Original Premises"), in the project commonly known as The Arbors (the "Building Project") located at 1690 South Congress Avenue, Delray Beach, Florida (the "Building").

B. Landlord is the successor-in-interest to Original Landlord and is the owner of the interest of the "Landlord" under the Lease.

C. Tenant desires to lease additional space in the Building and to renew and extend the Lease, and Landlord has agreed to such expansion and renewal and extension, upon the terms and conditions hereinafter described.

E. All capitalized terms used in this Amendment shall have the meanings given to them in the Lease, as amended hereby, unless otherwise defined herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby amend the Lease on the terms hereof effective as of the date hereof, notwithstanding anything to the contrary contained therein:

1. The Term of the Lease is hereby extended for a period of one (1) year beginning October 1, 2003 (the "Commencement Date") and terminating on September 30, 2004, unless sooner terminated pursuant to the provisions of the Lease (the "Renewal Term").

2. During the Renewal Term of the Lease, the Base Rent for the Premises shall be as follows:

Months	Annual Base Rent	Monthly Base Rent
1-12	\$236,370.55	\$19,697.55

Tenant agrees to pay the Base Rent in equal monthly installments at the place provided in the Lease on the first (1st) day of each month, in advance (subject to adjustment in accordance with the other provisions of the Lease), plus all applicable taxes thereon, together with all other amounts due under the terms of the Lease.

3. In addition to the Original Premises, Landlord shall lease to Tenant, and Tenant shall lease from Landlord, an area that is stipulated by the parties hereto to contain 1,686 rentable

square feet known as Suite 101 (the "Expansion Space"). From and after the Commencement Date, the term "Premises," as used in the Lease, shall be and include the Original Premises and the Expansion Space, which shall collectively consist of a total stipulated area of 21,391 rentable square feet. From and after the Commencement Date, Tenant's 1690 Building Allocated Share (as defined in the Lease) shall be 31.18%. The lease of the Expansion Space shall be for the same Term and other terms and conditions as the Lease, as modified by this Amendment.

4. Tenant hereby acknowledges that: (a) Tenant accepts the Premises and the Building as suitable for the purposes for which the same are leased; (b) that the renewal of the Lease is on an "As-Is" basis and Landlord has made no representations or warranties concerning the Premises and the Building; and (c) Landlord has fully complied with Landlord's obligations contained in the Lease.

5. Tenant shall submit to Landlord for approval full definitive plans and specifications for all leasehold improvements (the "Leasehold Improvements") to be constructed or installed in the Expansion Space, including but not limited to, all architectural, electrical and mechanical plans, room finish schedules, millwork detail, and air conditioning layout drawings.

6. Provided that Tenant has been in good standing and has not been in default of any of the terms or conditions of this Lease during the initial term of this Lease, and is not in default of any terms or conditions of this Lease at the time the option term is scheduled to commence, then the Tenant shall have the option, to be exercised by written notice to Landlord at least six (6) months but not more than nine (9) months prior to the expiration of the original term of this Lease, to renew this Lease for two (2) additional one (1) year terms, upon the terms and conditions provided in the original Lease as modified. Notwithstanding the foregoing, however; the monthly rent payable during the renewal term shall be at the prevailing market rate as hereafter determined. There shall be no further right of renewal.

Market Rate shall mean the Base Rent that Landlord should reasonably be able to obtain for the Premises effective the first day of the Renewal Term. Said Market Rate shall be based on the prevailing market rate for uses comparable to Tenant's use and other relevant factors including but not limited to size, location, and condition.

Landlord agrees to provide written notice of its determination of Market Rate within forty-five (45) days after Tenant exercises its option to extend the term. Landlord's failure to notify Tenant within the forty-five (45) days shall not be a waiver of Landlord's rights hereunder.

Pending Landlord's determination of the Market Rate or the resolution of any dispute the parties agree to use, as provisional Base Rent for the beginning of the Renewal Term, monthly installments of Base Rent shall be paid at the same Rate that was in effect for the last twelve (12) months of the then expiring initial term.

Tenant shall have ten (10) days to object to Landlord's determination of the Market Rate and to provide Landlord with its determination of Market Rate. Should Tenant fail to object to the Market Rate and provide Landlord with its determination within this time period, Tenant shall be deemed to have approved the Market Rate determined by Landlord.

If Tenant objects to the Market Rate and Landlord and Tenant fail to reach an agreement within twenty (20) days after Landlord's determination of the Market Rate, then the Market Rate shall be determined as follows:

- Each party shall appoint, at their own expense, within five (5) days, a real estate appraiser ("Appraiser") who has been active during the last five years doing appraisals of retail properties in the area in which the Premises are located. Should either party fail to appoint an Appraiser within this time period, the Appraiser timely appointed shall reach a decision and that decision shall be binding on the Landlord and Tenant.
- The two (2) Appraisers shall appoint a third Appraiser, the expense of which shall be split 50% each to Tenant and Landlord, within five (5) days of their appointment, who shall be qualified under the same criteria set forth above.
- The three (3) Appraisers shall, within ten (10) days of the 3rd Appraiser's appointment, reach a decision as to whether the parties shall use Landlord's or Tenant's Market Rate and shall notify the parties of their decision. The decision of the majority of the three (3) Appraisers shall be binding upon Landlord and Tenant.

Notwithstanding anything contained herein to the contrary, Tenant acknowledges that the determination of Market Rate shall not commence until and unless Tenant exercises its option to renew.

In the event this Lease has been assigned or all or any portion of the Premises has been sublet, without Landlord consent, at Landlord's option, Tenant's monthly Base Rent shall be equal to two (2) times the monthly Base Rent in effect during the last month of the initial term.

7. During the Renewal Term, Landlord shall designate for Tenant's use up to three (3) covered parking spaces at a charge of \$30.00 per space per month. Tenant shall notify Landlord in writing of its desire to lease any of the covered spaces.

8. Tenant warrants that it has had no dealing with any broker or agent in connection with the negotiation or execution of this Amendment other than Stoltz Realty Company and Tenant agrees to indemnify, defend and hold Landlord and Landlord's Indemnitees harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

9. Except as modified by this Amendment, the Lease and all the terms, covenants, conditions and agreements thereof are hereby in all respects ratified, confirmed and approved. Tenant hereby affirms that on the date hereof no breach or default by either party has occurred

and that the Lease, and all of its terms, conditions, covenants, agreements and provisions, except as hereby modified, are in full force and effect with no defenses or offsets thereto, and Tenant hereby releases Landlord of and from all liabilities, claims, controversies, causes of action and other matters of every nature which, through the date hereof, have or might have arisen out of or in any way in connection with the Lease and/or the Premises demised thereunder.

10. This Amendment contains the entire understanding between the parties with respect to the matters contained herein. Except as modified by this Amendment, the Lease shall remain unchanged and shall continue in full force and effect. No representations, warranties, covenants or agreements have been made concerning or affecting the subject matter of this Amendment, except as are contained herein and in the Lease. This Amendment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change or modification or discharge is sought.

11. Tenant hereby represents and warrants to Landlord that: (a) Tenant is in good standing under the laws of the State of Florida; (b) Tenant has full corporate power and authority to enter into this Amendment and to perform all of Tenant's obligations under the Lease, as amended by this Amendment; and (c) each person (and all of the persons if more than one signs) signing this Amendment on behalf of Tenant is duly and validly authorized to do so.

12. This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original and all, when taken together, shall constitute one and the same instrument. A facsimile or similar transmission of a counterpart signed by a party hereto shall be regarded as signed by such party for purposes hereof.

13. Submission of this instrument for examination and signature by Tenant does not constitute an offer to lease or a reservation of or option for lease, and this instrument is not effective as a lease amendment or otherwise until executed and delivered by both Landlord and Tenant.

14. ~~The liability of Landlord (and its partners, shareholders or members) to Tenant (or any person or entity claiming by, through or under Tenant) for any default by Landlord under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises and/or other areas of the Building or Building Project shall be limited to Tenant's actual direct, but not consequential, damages therefor and shall be recoverable only from the interest of Landlord in the Building Project and Landlord (and its partners, shareholders or members) shall not be personally liable for any deficiency. Additionally, to the extent allowed by Law, Tenant hereby waives any statutory lien it may have against Landlord or its assets, including without limitation, the Building Project.~~

JH
8/26/03
HJH

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Amendment as of the date and year first above written.

Witness:

Bruna Vignace
Print Name: Bruna Vignace

Kelley Heed
Print Name: Kelley Heed

Kathleen Connelly
Print Name: KATHLEEN CONNELLY

John Fogliano
Print Name: JOHN FOGLIANO

LANDLORD:

The Realty Associates Fund V, L.P., a Delaware limited partnership
By: Realty Associates Fund V LLC, a Massachusetts limited liability company, general partner
By: Realty Associates Advisors LLC, a Delaware limited liability company, Manager
By: Realty Associates Advisors Trust, a Massachusetts business trust, sole member

[Signature]
By: Officer

By: Realty Associates Fund V Texas Corporation, a Texas corporation, general partner

[Signature]
By: Officer Heather L. Hohenthal Regional Director

TENANT: Alfred Angelo, Inc.

By: *[Signature]*
Joseph Wells
Its: V.P. - Finance

FIRST AMENDMENT OF LEASE

This FIRST AMENDMENT OF LEASE (this "First Amendment") is made by and between THE REALTY ASSOCIATES FUND V, LP ("Landlord") and ALFRED ANGELO, INC. ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are bound under that certain Office Building Lease (the "Lease") dated April 19, 2000 originally entered into between Arbors Associates, Ltd. (Landlord's predecessor in interest) and Tenant regarding that certain Suite 120 described in the Lease (the "Existing Premises"); and

WHEREAS, Tenant wishes to lease from Landlord certain additional space referenced below in this First Amendment (the "Expansion Space") and extend the Lease Term, and Landlord has agreed to lease the Expansion Space to Tenant and extend the Lease Term subject to and on the terms and conditions set forth herein.

NOW, THEREFORE, based upon the foregoing mutual premises and the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Recitals and Defined Terms. The foregoing recitals are true and correct and are hereby incorporated by this reference as if set forth in their entirety. Terms in this First Amendment shall have the same meaning as such terms have in the Lease, unless otherwise noted in this First Amendment.

2. Extension of Lease Term. The Lease Term is hereby extended for a period (the "Extended Term") commencing on April 15, 2003 and expiring on a date (the "Expiration Date") which is one year following the Expansion Space Commencement Date described below. Tenant hereby waives any right or option which may be set forth in the Lease to renew the Lease or extend the Term or to occupy any space in the Building other than the Existing Premises and the Expansion Space.

3. Expansion of Premises. Attached hereto as Exhibit "A" is a floor plan of Suite 108 of the Building (the "Expansion Space") which is stipulated and agreed to contain 10,705 square feet of Rentable Area. Commencing on the Expansion Space Commencement Date (defined below), the Premises shall be deemed to include the Existing Premises and the Expansion Space combined for a total of 19,705 square feet of Rentable Area.

4. Condition of Existing Premises and Expansion Space. Tenant accepts the Existing Premises in its "as-is" condition and acknowledges that Landlord has no obligation to improve or refurbish the Existing Premises or contribute to the cost thereof except as set forth in this paragraph. Landlord agrees that it will perform the following work ("Landlord's Work") in the Expansion Space using Building Standard materials: perform demolition as indicated on Exhibit "A"; install one bathroom; replace carpeting in open areas; install additional lighting as indicated on Exhibit "A" and/or otherwise as agreed by the parties; obtain necessary construction documentation and permits; and perform any other work as shall be agreed by the parties. Tenant shall be responsible for the cost of Landlord's Work except that Landlord will contribute up to \$40,000.00 to such cost. Tenant will pay Landlord the difference between the actual cost of Landlord's Work and Landlord's contribution prior to Landlord commencing Landlord's Work. Within 3 business days after Landlord's verbal request, Tenant shall respond to requests for information and/or approval as requested by Landlord and pertaining to Landlord's Work. As used herein, the Expansion Space Commencement Date shall be the earliest of the following: (a) the date on which Landlord's Work is substantially complete; (b) the date on which Tenant takes possession of the Expansion Space; and (c) the date that substantial completion of Landlord's Work would have occurred but for any delays caused by Tenant as determined by Landlord in its reasonable discretion (including,

without limitation, Tenant's failure to respond to requests for information as provided above).

5. Base Rent. Base Rent is hereby modified as follows:

A. Monthly Base Rent for the Existing Premises during the Extended Term (defined in Paragraph 2 above) shall be Nine Thousand Seven Hundred Fifty and 00/100 Dollars (\$9,750.00).

B. Monthly Base Rent for the Expansion Space shall commence on the Expansion Space Commencement Date and shall be \$11,151.04.

C. Base Rent for any partial month shall be prorated based on the actual number of days in that month.

6. Operating Costs. Upon the Expansion Space Commencement Date, Tenant's Allocated Share shall be ratably increased based on the additional Rentable Area of the Expansion Space. If less than 95% of the rentable square feet in the Building is occupied by tenants or Landlord is not supplying services to 95% of the Rentable Area of the Building at any time during any calendar year, Operating Costs for such calendar year shall be an amount equal to the Operating Costs which would normally be expected to be incurred had 95% of the Rentable Area of the Building been occupied and had Landlord been supplying services to 95% of the Rentable Area of the Building throughout such calendar year (hereinafter the "Grossed Up Operating Expenses"). Landlord's good faith estimate of Grossed Up Operating Expenses shall not be subject to challenge or recalculation by Tenant.

7. Prepaid Rent and Security Deposit. Upon signing this First Amendment, Tenant shall (i) pay Landlord the first month's amount of Base Rent and Tenant's Allocated Share of Operating Costs with respect to the Expansion Space, and (ii) increase its Security Deposit by paying Landlord an amount equal to the foregoing prepaid Base Rent and Operating Costs.

8. Notice Addresses. Landlord's Notice Address is changed to the following:

c/o TA Realty Corp.
28 State Street, 10th Floor
Boston, Massachusetts 02109
Attention: Asset Manager - 350 Interlocken

Copies of all notices to Landlord shall be sent to:

Merin Hunter Codman, Inc.
1601 Forum Place, Suite 200
West Palm Beach, Florida 33401
Attention: Property Manager

9. Landlord's Liability; and Exemption from Claims.

A. Tenant acknowledges that Landlord shall have the right to transfer all or any portion of its interest in the Building Project and to assign this Lease to the transferee. Tenant agrees that in the event of such a transfer Landlord shall automatically be released from all liability under this Lease; and Tenant hereby agrees to look solely to Landlord's transferee for the performance of Landlord's obligations hereunder after the date of the transfer. Upon such a transfer, Landlord shall, at its option, return Tenant's security deposit to Tenant or transfer Tenant's security deposit to Landlord's transferee and, in either event, Landlord shall have no further liability to Tenant for the return of its security deposit. Subject to the rights of any lender holding a mortgage or deed of trust encumbering all or part of the Building Project, Tenant agrees to look solely to Landlord's equity interest in the Building Project for the

collection of any judgment requiring the payment of money by Landlord. No other property or assets of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of any judgment or writ obtained by Tenant against Landlord. No partner, employee or agent of Landlord shall be personally liable for the performance of Landlord's obligations hereunder or be named as a party in any lawsuit arising out of or related to, directly or indirectly, this Lease and the obligations of Landlord hereunder. The obligations under the Lease do not constitute personal obligations of the individual partners of Landlord, if any, and Tenant shall not seek recourse against the individual partners of Landlord or their assets.

B. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for loss of or damage to the merchandise, tenant improvements, fixtures, furniture, equipment, computers, files, automobiles, or other property of Tenant, Tenant's employees, agents, contractors or invitees, or any other person in or about the Project, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents, contractors or invitees, whether such damage or injury is caused by or results from any cause whatsoever including, but not limited to, theft, criminal activity at the Project, negligent security measures, bombings or bomb scares, Hazardous Substances or Medical Waste, fire, steam, electricity, gas, water or rain, flooding, breakage of pipes, sprinklers, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the Project, or from other sources or places, or from new construction or the repair, alteration or improvement of any part of the Project, and regardless of whether the cause of the damage or injury arises out of Landlord's or its employees, agents or contractors negligent or intentional acts. Landlord shall not be liable for any damages arising from any act or neglect of any employees, agents, contractors or invitees of any other tenant, occupant or user of the Building Project, nor from the failure of Landlord to enforce the provisions of the lease of any other tenant of the Building Project. Tenant, as a material part of the consideration to Landlord hereunder, hereby assumes all risk of damage to Tenant's property or business or injury to persons, in, upon or about the Building Project arising from any cause, including Landlord's negligence or the negligence of its employees, agents or contractors, and Tenant hereby waives all claims in respect thereof against Landlord, its employees, agents and contractors.

10. Brokers. Landlord and Tenant each represents and warrants to each other that it has not dealt with any agent or broker in connection with this First Amendment except Merin Hunter Codman, Inc. whose commission, shall be paid by Landlord pursuant to separate agreement. If either party's representation and warranty proves to be untrue, such party will indemnify the other party against all resulting liabilities, costs, expenses, claims, demands and causes of action, including reasonable attorneys' fees and costs through all appellate actions and proceedings, if any. The foregoing will survive the end of the Lease Term.

11. Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration or earlier termination of the Extended Term, such occupancy shall be a tenancy from month to month upon all the terms and conditions of this Lease pertaining to the obligations of Tenant, except that the Base Rent payable shall be the greater of (a) two hundred percent (200%) of the Base Rent payable immediately preceding the termination date of this Lease or (b) one hundred twenty-five percent (125%) of the fair market Base Rent for the Premises as of the date Tenant holds over. Nothing contained herein shall be construed to give Tenant the right to hold over after the expiration or earlier termination of the Extended Term.

12. Reduction of Expansion Space. Landlord reserves the right to reduce the size of the Expansion Space by not more than 200 contiguous square feet of Rentable Area in order to provide an office for certain of the Building staff. The approximate area of such reduction area is as shown on Exhibit "A". In the event of such reduction, Base Rent and Tenant's Allocated Share with respect to the Expansion Space shall be ratably reduced.

13. Ratification. The parties hereby reaffirm their rights and obligations under the Lease as modified by this First Amendment. In the event of a conflict or ambiguity between the Lease and this First Amendment, the terms and provisions of this First Amendment shall control. Landlord and Tenant each represent and warrant to the other (i) that the execution and delivery of this First Amendment has been fully authorized by all necessary corporate or other action, (ii) that the person(s) signing this First Amendment on its behalf has the requisite authority to do so and the authority and power to bind the party on whose behalf such person(s) have signed, and (iii) that to the best of its knowledge and belief, this First Amendment is valid, binding and legally enforceable in accordance with its terms. Tenant represents and warrants to Landlord that, to the best of Tenant's knowledge Tenant has no right to any credit, claim, cause of action, offset or similar charge existing and accrued as of the date hereof against Landlord or any sums owed by Tenant to Landlord.

NOT A CERTIFIED COPY

IN WITNESS WHEREOF, Landlord and Tenant have each executed this First Amendment on the dates written below their names, intending it to be both legally binding and an instrument under seal.

WITNESSES:

[Signature]
Name Printed

[Signature]
Name Printed

WITNESSES:

[Signature]
Name Printed

[Signature]
Name Printed

The Realty Associates Fund V, L.P., a Delaware limited partnership

By: Realty Associates Fund V LLC, a Massachusetts limited liability company, general partner

By: Realty Associates Advisors LLC, a Delaware limited liability company, Manager

By: Realty Associates Advisors Trust, a Massachusetts business trust, sole member

By: *[Signature]*

By: Realty Associates Fund V Texas Corporation, a Texas corporation, general partner

By: *[Signature]*
Heather L. Honenthal
Regional Director

TENANT:

ALFRED ANGELO, INC

By: *[Signature]*

Name: Joseph Weltz - V. P. - Finance

Dated: 8/16/02

FTL1 #599728 v1

NOT A CERTIFIED COPY

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE (the "Fifth Amendment") is made and entered into this 23rd day of October, 2007, by and between THE REALTY ASSOCIATES FUND V, L.P., a Delaware limited partnership, as successor in interest to Arbors Associates, Ltd. ("Landlord") and ALFRED ANGELO, INC., a Pennsylvania corporation ("Tenant").

WITNESSETH:

WHEREAS, Arbors Associates, Ltd., Landlord's predecessor in interest, and Tenant entered into that certain Office Building Lease dated April 19, 2000 (the "Original Lease"), as amended by that certain First Amendment of Lease dated September 26, 2002 (the "First Amendment"), as further amended by that certain Second Amendment to Lease dated September 12, 2003 (the "Second Amendment"), as further amended by that certain Third Amendment to Lease dated October 8, 2004 (the "Third Amendment") and as further amended by that certain Fourth Amendment to Lease dated May 3, 2006 (the "Fourth Amendment") (the Original Lease, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment shall be known collectively herein as the "Lease"), whereby Tenant leased that certain space located at the project commonly known as The Arbors located at 1690 South Congress Avenue, Delray Beach, Florida (the "Building"), said leased premises containing approximately Twenty-One Thousand Three Hundred Ninety-One (21,391) rentable square feet (the "Original Premises");

WHEREAS, Landlord and Tenant desire to amend the Lease to provide for Tenant's lease of the "Suite 107 Space" (as defined hereinafter) on a month to month basis and to modify and amend certain terms and conditions of the Lease as otherwise set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. **Recitals.** The recitals set forth above are incorporated herein by this reference with the same force and effect as if fully set forth hereinafter.

2. **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease. The Original Lease, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and this Fifth Amendment shall be collectively known as the "Lease".

3. **Premises.** Effective on ~~November 1, 2007~~ ^{October 9, 2007} (the "Suite 107 Commencement Date"), Landlord shall Lease to Tenant and Tenant shall Lease from Landlord approximately 2,679 rentable square feet of space located in the Building as shown on Exhibit A-1 attached hereto and known as Suite 107 (the "Suite 107 Space"). From and after the Suite 107 Commencement Date, except as expressly set forth herein to the contrary, all references in the Lease to the "Premises" shall refer collectively to the Original Premises and the Suite 107 Space.

4. **Lease Term.** The Term of the Lease with respect to the Suite 107 Space shall be on a month-to-month basis commencing on the Suite 107 Commencement Date (the "Suite 107 Term"). Either party shall have the right to terminate the Lease upon no less than thirty (30) days prior written notice to the other party. Upon the effective date of any such termination, neither party shall have any further obligations under the Lease with respect to the Suite 107 Space other than

those provisions contained in the Lease which would naturally survive the expiration or earlier termination of the Lease with respect to the Suite 107 Space.

5. **Rent.** Notwithstanding anything to the contrary contained in Lease, during the Suite 107 Term, Tenant shall have no obligation to pay Base Rent with respect to the Suite 107 Space. Tenant shall be obligated to pay (i) Tenant's pro rata share of all Operating Costs with respect to the Suite 107 Space in accordance with the terms and conditions outlined in the Lease which such pro rata share for the Suite 107 Space is 3.9%, and (ii) all applicable sales tax imposed thereon.

6. **As-Is Condition.** Tenant hereby accepts the Suite 107 Space in its "as-is" condition existing on the Suite 107 Commencement Date, and Landlord shall have no obligation to construct any tenant improvements to the Suite 107 Space on behalf of Tenant during the Suite 107 Term.

7. **Brokers.** Tenant represents and warrants to Landlord that Tenant has not had any dealings or entered into any agreements with any person, entity, realtor, broker, agent or finder in connection with the negotiation of this Fifth Amendment. Tenant shall indemnify and hold harmless Landlord from and against any loss, claim, damage, expense (including costs of suit and reasonable attorneys' fees) or liability for any compensation, commission or charges claimed by any realtor, broker, agent or finder claiming to have dealt with Tenant in connection with this Fifth Amendment.

8. **Reaffirmation of Terms.** All other terms, covenants and provisions of the Lease are hereby confirmed and ratified and except as modified herein, shall remain unchanged and in full force and effect.

9. **Representations.** Tenant hereby represents and warrants to Landlord that Tenant (i) is not in default of any of its obligations under the Lease and that such Lease is valid, binding and enforceable in accordance with its terms, (ii) has full power and authority to execute and perform this Fifth Amendment, and (iii) has taken all action necessary to authorize the execution and performance of this Fifth Amendment.

10. **Counterpart Copies.** This Fifth Amendment may be executed in two or more counterpart copies, each of which shall be deemed to be an original and all of which counterparts shall have the same force and effect as if the parties hereto had executed a single copy of this Fifth Amendment.

[Signatures on following page]

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

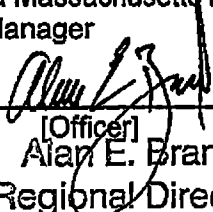
LANDLORD:

THE REALTY ASSOCIATES FUND V, L.P.,
a Delaware limited partnership

By: Realty Associates Fund V LLC,
a Massachusetts limited liability company,
general partner

By: Realty Associates Advisors LLC, a
Delaware limited liability company,
Manager

By: Realty Associates Advisors
Trust, a Massachusetts business
trust, Manager

By: 
[Officer]
Alan E. Brand
Regional Director

TENANT:

ALFRED ANGELO, INC.,
a PENNSYLVANIA corporation


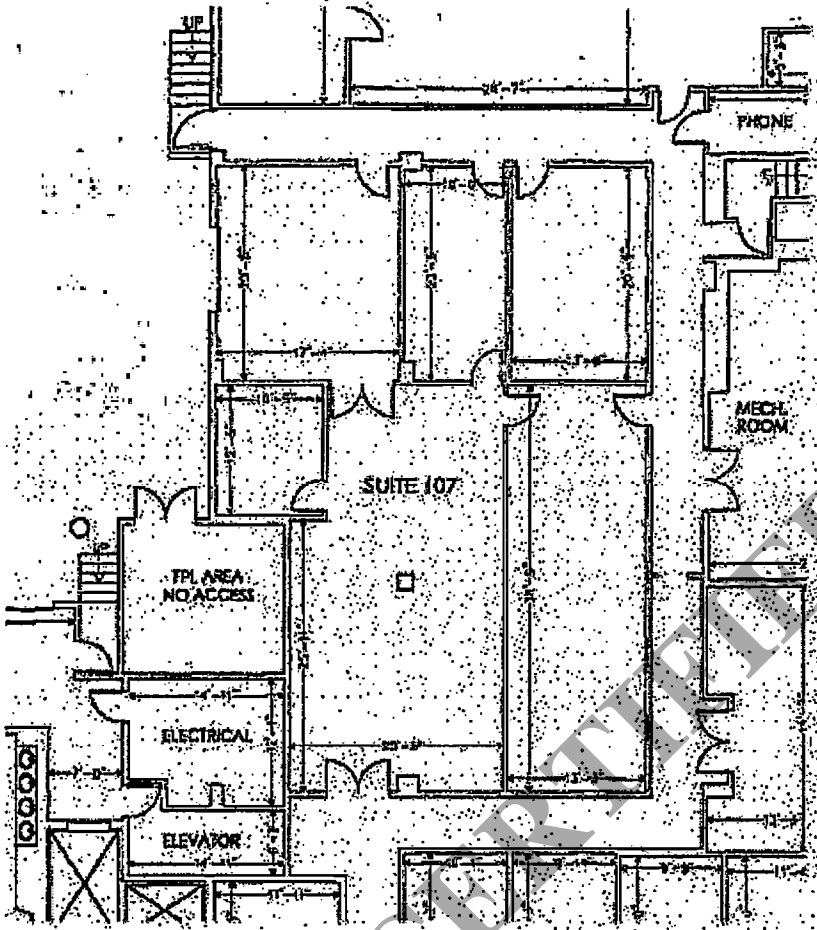
By: 
Joseph Wetz
Its: V.P. Finance

EXHIBIT A-1
SUITE 107 SPACE

NOT A CERTIFIED COPY



NOT A CERTIFIED COPY

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE (the "Fifth Amendment") is made and entered into this 23rd day of October, 2007, by and between THE REALTY ASSOCIATES FUND V, L.P., a Delaware limited partnership, as successor in interest to Arbors Associates, Ltd. ("Landlord") and ALFRED ANGELO, INC., a Pennsylvania corporation ("Tenant").

WITNESSETH:

WHEREAS, Arbors Associates, Ltd., Landlord's predecessor in interest, and Tenant entered into that certain Office Building Lease dated April 19, 2000 (the "Original Lease"), as amended by that certain First Amendment of Lease dated September 26, 2002 (the "First Amendment"), as further amended by that certain Second Amendment to Lease dated September 12, 2003 (the "Second Amendment"), as further amended by that certain Third Amendment to Lease dated October 8, 2004 (the "Third Amendment") and as further amended by that certain Fourth Amendment to Lease dated May 3, 2006 (the "Fourth Amendment") (the Original Lease, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment shall be known collectively herein as the "Lease"), whereby Tenant leased that certain space located at the project commonly known as The Arbors located at 1690 South Congress Avenue, Delray Beach, Florida (the "Building"), said leased premises containing approximately Twenty-One Thousand Three Hundred Ninety-One (21,391) rentable square feet (the "Original Premises");

WHEREAS, Landlord and Tenant desire to amend the Lease to provide for Tenant's lease of the "Suite 107 Space" (as defined hereinafter) on a month to month basis and to modify and amend certain terms and conditions of the Lease as otherwise set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. **Recitals.** The recitals set forth above are incorporated herein by this reference with the same force and effect as if fully set forth hereinafter.

2. **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease. The Original Lease, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and this Fifth Amendment shall be collectively known as the "Lease".

3. **Premises.** Effective on October 19, 2007 ~~November 1, 2007~~ (the "Suite 107 Commencement Date"), Landlord shall Lease to Tenant and Tenant shall Lease from Landlord approximately 2,679 rentable square feet of space located in the Building as shown on Exhibit A-1 attached hereto and known as Suite 107 (the "Suite 107 Space"). From and after the Suite 107 Commencement Date, except as expressly set forth herein to the contrary, all references in the Lease to the "Premises" shall refer collectively to the Original Premises and the Suite 107 Space.

4. **Lease Term.** The Term of the Lease with respect to the Suite 107 Space shall be on a month-to-month basis commencing on the Suite 107 Commencement Date (the "Suite 107 Term"). Either party shall have the right to terminate the Lease upon no less than thirty (30) days prior written notice to the other party. Upon the effective date of any such termination, neither party shall have any further obligations under the Lease with respect to the Suite 107 Space other than

those provisions contained in the Lease which would naturally survive the expiration or earlier termination of the Lease with respect to the Suite 107 Space.

5. **Rent.** Notwithstanding anything to the contrary contained in Lease, during the Suite 107 Term, Tenant shall have no obligation to pay Base Rent with respect to the Suite 107 Space. Tenant shall be obligated to pay (i) Tenant's pro rata share of all Operating Costs with respect to the Suite 107 Space in accordance with the terms and conditions outlined in the Lease which such pro rata share for the Suite 107 Space is 3.9%, and (ii) all applicable sales tax imposed thereon.

6. **As-Is Condition.** Tenant hereby accepts the Suite 107 Space in its "as-is" condition existing on the Suite 107 Commencement Date, and Landlord shall have no obligation to construct any tenant improvements to the Suite 107 Space on behalf of Tenant during the Suite 107 Term.

7. **Brokers.** Tenant represents and warrants to Landlord that Tenant has not had any dealings or entered into any agreements with any person, entity, realtor, broker, agent or finder in connection with the negotiation of this Fifth Amendment. Tenant shall indemnify and hold harmless Landlord from and against any loss, claim, damage, expense (including costs of suit and reasonable attorneys' fees) or liability for any compensation, commission or charges claimed by any realtor, broker, agent or finder claiming to have dealt with Tenant in connection with this Fifth Amendment.

8. **Reaffirmation of Terms.** All other terms, covenants and provisions of the Lease are hereby confirmed and ratified and except as modified herein, shall remain unchanged and in full force and effect.

9. **Representations.** Tenant hereby represents and warrants to Landlord that Tenant (i) is not in default of any of its obligations under the Lease and that such Lease is valid, binding and enforceable in accordance with its terms, (ii) has full power and authority to execute and perform this Fifth Amendment, and (iii) has taken all action necessary to authorize the execution and performance of this Fifth Amendment.

10. **Counterpart Copies.** This Fifth Amendment may be executed in two or more counterpart copies, each of which shall be deemed to be an original and all of which counterparts shall have the same force and effect as if the parties hereto had executed a single copy of this Fifth Amendment.

[Signatures on following page]

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

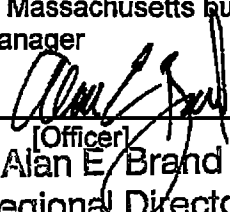
LANDLORD:

THE REALTY ASSOCIATES FUND V, L.P.,
a Delaware limited partnership

By: Realty Associates Fund V LLC,
a Massachusetts limited liability company,
general partner

By: Realty Associates Advisors LLC, a
Delaware limited liability company,
Manager

By: Realty Associates Advisors
Trust, a Massachusetts business
trust, Manager

By: 

(Officer)
Alan E. Brand
Regional Director

TENANT:

ALFRED ANGELO, INC.,
a Pennsylvania corporation

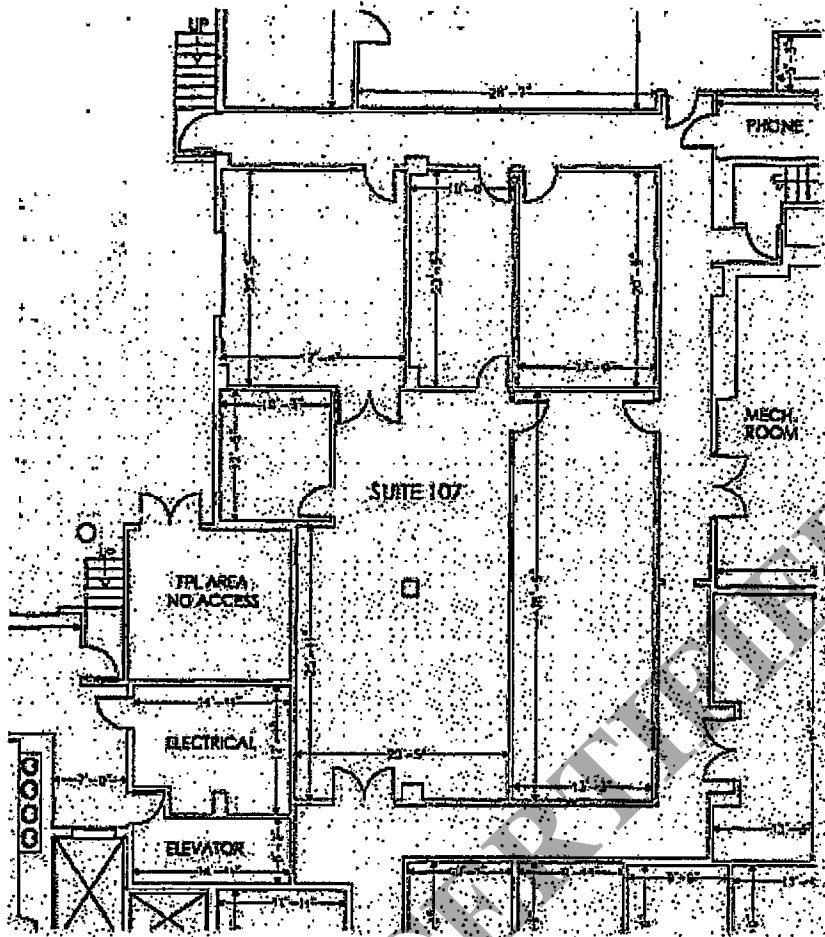
By: 

its: **Joseph Welte**
W.P. - Finance

NOT CERTIFIED COPY

EXHIBIT A-1
SUITE 107 SPACE

NOT A CERTIFIED COPY



NOT A CREDITED COPY

SIXTH AMENDMENT TO LEASE

THIS SIXTH AMENDMENT TO LEASE (the "Sixth Amendment") is made and entered into this 25th day of June, 2009, by and between THE REALTY ASSOCIATES FUND V, L.P., a Delaware limited partnership, as successor in interest to Arbors Associates, Ltd. ("Landlord") and ALFRED ANGELO, INC., a Pennsylvania corporation ("Tenant").

WITNESSETH:

WHEREAS, Arbors Associates, Ltd., Landlord's predecessor in interest, and Tenant entered into that certain Office Building Lease dated April 19, 2000 (the "Original Lease"), as amended by that certain First Amendment of Lease dated September 26, 2002 (the "First Amendment"), as further amended by that certain Second Amendment to Lease dated September 12, 2003 (the "Second Amendment"), as further amended by that certain Third Amendment to Lease dated October 8, 2004 (the "Third Amendment"), as further amended by that certain Fourth Amendment to Lease dated May 3, 2006 (the "Fourth Amendment"), and as further amended by that certain Fifth Amendment to Lease dated October 23, 2007 (the "Fifth Amendment") (the Original Lease, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment shall be known collectively herein as the "Lease"), whereby Tenant leased that certain space located at the project commonly known as The Arbors located at 1690 South Congress Avenue, Delray Beach, Florida (the "Building"), said leased premises containing approximately Twenty-One Thousand Three Hundred Ninety-One (21,391) rentable square feet (the "Original Premises");

WHEREAS, Landlord and Tenant desire to amend the Lease to (i) provide for a relocation of the Original Premises, (ii) extend the Term of the Lease, and (iii) amend and modify certain terms and conditions of the Lease as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree to the following:

1. **Recitals.** The recitals set forth above are incorporated herein by this reference with the same force and effect as if fully set forth hereinafter.

2. **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease. From and after the date hereof, the Original Lease, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and this Sixth Amendment shall be known collectively as the "Lease".

3. **Premises.**

a. Effective on the date on which the Improvements (as defined in Paragraph 9 below) are Substantially Complete (as defined in the Work Letter Agreement) (the "Relocation Premises Commencement Date"), the Premises shall be relocated from the Original Premises to approximately Twenty One Thousand Nine Hundred Forty-Seven (21,947) rentable square feet of space in the aggregate consisting of Premises A containing Eighteen Thousand Five Hundred (18,500) rentable square feet ("Premises A") and Premises B containing Three Thousand Four Hundred Forty-Seven (3,447) rentable

square feet ("Premises B") on the fourth floor of the building located at 1625 South Congress Avenue, Delray Beach, Florida and known as Suite 400 ("1625 Building") as shown on Exhibit A-1 attached hereto and made a part hereof (collectively, the "Relocation Premises"). Following the Relocation Premises Commencement Date, Tenant shall, within ten (10) business days after Landlord's request, complete and execute the letter attached hereto as Exhibit B-1 and deliver it to Landlord.

b. As of the Relocation Premises Commencement Date, Section 1.(.5) of the Original Lease shall be deleted in its entirety and the following Section 1.(.5) substituted in lieu thereof:

"1.(.5). **"Building"** shall mean the office building in which the Relocation Premises are located, located at 1625 South Congress Avenue, Delray Beach, Florida. The Building is located within the Building Project."

c. As of the Relocation Premises Commencement Date, Section 1.(.8) of the Original Lease shall be deleted in its entirety and the following Section 1.(.8) substituted in lieu thereof:

"1.(.8). **"1625 Building"** shall mean the office building in which the Relocation Premises are located, having a street address of 1625 South Congress Avenue, Delray Beach, Florida."

d. As of the Relocation Premises Commencement Date, Section 1.(.9) of the Original Lease shall be deleted in its entirety and the following Section 1.(.9) substituted in lieu thereof:

"1.(.9). **"1625 Building Allocated Share"** shall mean 31.58% which is the sum obtained by multiplying by 100 the quotient obtained by dividing (i) the rentable area of the 1625 Building by (ii) the total rentable area of the Building Project. The parties acknowledge and agree that the total rentable area of the 1625 Building is 77,211 square feet and the total rentable area of the Building Project is 244,518 square feet."

e. As of the Relocation Premises Commencement Date, the first sentence of Section 1.(.31) of the Original Lease shall be deleted in its entirety and the following sentence substituted in lieu thereof:

"1.(.31). **"Premises"** shall mean Suite No. 400 located on the fourth floor of the Building."

f. As of the Relocation Premises Commencement Date, Section 1.(.36) of the Original Lease shall be deleted in its entirety and the following Section 1.(.36) substituted in lieu thereof:

"1.(.36). **"Rentable Area of the Relocation Premises"** shall mean 21,947 square feet. The square footage figure is a stipulated amount, agreed upon by the parties, and constitutes a material part of the economic basis of this Lease and the consideration to Landlord in

entering into this Lease. It shall not be adjusted without the written consent of Landlord."

g. Effective as of the Relocation Premises Commencement Date, Exhibit B of the Original Lease shall be deleted in its entirety and shall be replaced with Exhibit A-1 attached to this Sixth Amendment.

h. Within fifteen (15) business days following the Relocation Premises Commencement Date (unless Landlord has provided Tenant with written notice (which such notice shall include a representation from Landlord to Tenant that it needs possession of the Original Premises sooner to accommodate another tenant for which it has a signed lease) in which event within ten (10) business days following the Relocation Premises Commencement Date) (the "Original Premises Surrender Date"), Tenant shall surrender the Original Premises to Landlord in accordance with Section 31 of the Original Lease. Provided Tenant has surrendered the Original Premises as provided herein, Tenant and Landlord shall be released from all obligations under the Lease with respect to the Original Premises from and after the Original Premises Surrender Date, subject to those provisions contained in the Lease which by their terms specifically survive the expiration or earlier termination of the Lease. Nothing contained in this Sixth Amendment shall be deemed to waive any claims that Landlord may have against Tenant for rent due and owing under the Lease with respect to the Original Premises prior to the Original Premises Surrender Date. If Tenant fails to surrender the Original Premises on or before the Original Premises Surrender Date, then, notwithstanding anything to the contrary contained herein, Tenant shall be obligated to pay Base Rent and all other charges coming due under the Lease with respect to the Original Premises until such time as Tenant surrenders the Original Premises in accordance with the provisions hereof. Notwithstanding anything in the Original Lease, this Sixth Amendment and the Work Letter Agreement to the contrary, the holdover rent provisions of the Original Lease shall not apply during the continued occupancy of the Original Premises even if such occupancy continues past the scheduled expiration or termination date of the Original Lease (but in no event beyond the Original Premises Surrender Date), and the term of the Original Lease shall be deemed automatically extended until the Original Premises Surrender Date. In addition, in the event the Improvements to the Relocation Premises are not Substantially Complete by December 15, 2009 for any reason other than a Tenant Delay, as such term is defined in the Work Letter Agreement, then notwithstanding the first sentence of this subsection h, Tenant shall have thirty (30) business days following the Relocation Premises Commencement Date to surrender the Original Premises and all references to the Original Premises Surrender Date shall refer to the date that is the thirtieth (30th) business day following the Relocation Premises Commencement Date.

i. From and after the Relocation Premises Commencement Date, except as otherwise provided herein, (i) all references in the Lease to "Building" or "1690 Building" shall refer to the 1625 Building, and (ii) all references in the Lease to "Premises" shall refer to the Relocation Premises.

4. **Term.** As of the Relocation Premises Commencement Date, the Term of the Lease shall be extended in order that the Term of the Lease shall be for approximately five (5) years commencing on the Relocation Premises Commencement Date (unless the Relocation Premises Commencement Date is other than the first day of a calendar month, in which case the Term of the Lease shall be computed from the first day of the calendar month following the Relocation Premises Commencement Date) and shall expire on that

date which completes five (5) years thereafter, unless sooner terminated pursuant to the provisions of the Lease or hereof (herein, the "Relocation Premises Term"). From and after the Relocation Premises Commencement Date, all references in the Lease to "Term" shall include the Relocation Premises Term.

5. Base Rent.

a. Commencing on the Relocation Premises Commencement Date, Exhibit C of the Original Lease, as modified by Paragraph 5 of the First Amendment, Paragraph 2 of the Second Amendment, Paragraph 2 of the Third Amendment, and by Paragraph 2 of the Fourth Amendment, shall be deleted in its entirety and the following provision substituted in lieu thereof:

"During the Relocation Premises Term, Tenant shall pay Base Rent for Premises A at the times and in the manner set forth in Section 4 of the Original Lease according to the following schedule:

<u>Lease Period in Months</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>	<u>Rate Per Sq. Ft.</u>
Relocation Premises Commencement Date –End of the 12 th full calendar month thereafter	\$253,449.96	\$21,120.83	\$13.70
13 - 24	\$262,329.96	\$21,860.83	\$14.18
25 - 36	\$271,580.04	\$22,631.67	\$14.68
37 - 48	\$281,015.04	\$23,417.92	\$15.19
49 - 60	\$290,820.00	\$24,235.00	\$15.72

b. Tenant shall have no obligation to pay Base Rent with respect to Premises B except as otherwise provided in Paragraph 10 hereinbelow. The foregoing notwithstanding, Tenant shall pay Tenant's Allocated Share of Operating Costs with respect to Premises B in accordance with Section 5 of the Original Lease as well as sales tax in accordance with Section 6 of the Original Lease.

c. Tenant shall continue to pay all additional rent, including sales tax, on the Relocation Premises during the Relocation Premises Term in accordance with the terms and conditions of the Lease.

d. The provisions of Paragraph 5 of the Fourth Amendment shall continue to apply during the Relocation Premises Term.

6. **Security Deposit.** The parties hereto acknowledge that Landlord is currently holding a Security Deposit in the amount of \$72,741.62. Landlord shall refund \$22,741.62 of such Security Deposit to Tenant within ten (10) days following the Relocation Premises Commencement Date. The remaining \$50,000.00 of such Security Deposit shall be held by Landlord as the Security Deposit during the Relocation Premises Term.

7. **Tenant's Share.** As of the Relocation Premises Commencement Date, the first three (3) sentences of Section 1.(2) of the Original Lease, as amended, shall be deleted in its entirety and the following three (3) sentences substituted in lieu thereof:

"1.(2) "Allocated Share" shall mean 28.42%. This share is a stipulated percentage, agreed upon by the parties, and constitutes a material part of the economic basis of this Lease and the consideration to Landlord in entering into this Lease. If the area of the Premises or the area of the Building shall change after the date of this Sixth Amendment as a result of factors other than a recalculation of the area of the Premises or the Building as they exist at the date of this Sixth Amendment, the Allocated Share shall be equitably adjusted."

8. **Notices.** The addresses for notices to Landlord set forth in Section 1.(19) of the Original Lease are hereby amended as follows:

"Landlord: The Realty Associates Fund V, L.P.
c/o Sansone Group
120 South Central, Suite 500
St. Louis, Missouri 63105
Attention: Sharon Litteken

With Copy To: TA Associates Realty
28 State Street
Boston, Massachusetts 02109
Attention: Asset Manager- South Florida

9. **Tenant Improvements.**

a. Tenant hereby acknowledges that Landlord has met all of its obligations to construct tenant improvements with respect to the Original Premises pursuant to the Lease.

b. Landlord shall construct improvements for the Relocation Premises (the "Improvements") in accordance with the Work Letter Agreement attached hereto as Schedule 1. In connection therewith, Landlord hereby grants to Tenant an "Improvement Allowance" in an amount equal to Three Hundred Twelve Thousand Five Hundred Sixty-Five and No/100 Dollars (\$312,565.00) (the "Improvement Allowance"), which Improvement Allowance shall be used only for the items specified in the Cost Breakdown, as that term is defined in the Work Letter Agreement. The parties acknowledge that the foregoing Improvement Allowance represents the balance of the TI Allowance provided to Tenant in Paragraph 7 of the Fourth Amendment and, accordingly, Landlord shall have no further obligation to provide such TI Allowance pursuant to the Fourth Amendment and Paragraph 7 of the Fourth Amendment shall be deleted in its entirety and of no further force and effect.

10. **Premises B.** The parties acknowledge that Tenant shall have no obligation to pay Base Rent for Premises B for the first thirty-six (36) months of the Relocation Premises Term. Tenant's lease of Premises B is otherwise subject to all of the terms and conditions of this Lease, including the obligation of Tenant to pay all additional rent in connection with Premises B. Commencing on the first day of the thirty-seventh (37th) month of the Relocation Premises Term, Tenant shall pay Base Rent with respect to Premises B at the same rate per rentable square foot then in effect for Premises A as of the thirty-seventh (37th) month of the Relocation Premises Term and shall escalate at the same time and at the same rate as the Base Rent for Premises A throughout the Relocation Premises Term of the Lease.

11. Tenant's Option to Terminate Lease.

a. The parties acknowledge that Tenant exercised Tenant's Option to Terminate pursuant to Paragraph 4 of the Fourth Amendment. Such termination is hereby null and void and of no further force and effect. Further, Paragraph 4 of the Fourth Amendment is hereby deleted in its entirety and of no further force and effect.

b. Provided that Tenant is not in default beyond any applicable notice and cure periods at the time of Tenant's exercise of the option or as of the Termination Date (as defined hereinafter), Tenant shall have the one time option to terminate this Lease effective on the last day of the thirty-sixth (36th) month of the Relocation Premises Term (the "Termination Date"). Tenant shall provide to Landlord on a date which is prior to the Termination Date by at least two hundred seventy (270) days (the "Notice Date"), a written notice of the exercise of the option to terminate the Lease, time being of the essence. Such notice shall be given in accordance with Section 35 of the Lease. If notification of the exercise of the option is not so given and received, the option granted hereunder shall automatically expire. As a condition to the effectiveness of this option, Tenant shall pay to Landlord on the later of (i) the Notice Date, and (ii) 10 days following Tenant's receipt of Landlord's invoice of such Termination Payment, an amount equal to one hundred percent (100%) of unamortized brokerage fees and the unamortized Improvement Allowance (subject to the qualifications/reductions set forth below) as detailed by Landlord in a written statement which shall be accompanied by receipts, cancelled checks and/or other reasonable back up information (the "Termination Payment"). The Termination Payment is in addition to payment by the Tenant of all other amounts payable by Tenant to Landlord pursuant to the Lease prior to the Termination Date. With respect to the amortization of the Improvement Allowance: (i) to the extent Tenant utilizes a portion of the Improvement Allowance as a credit against Base Rent due under the Lease as more fully set forth in Paragraph 4.5 of the Work Letter Agreement (the "Rent Credit Portion of the Allowance"), no more than one-half of such Rent Credit Portion of the Allowance shall be counted for purposes of determining the unamortized costs of the Improvement Allowance and (ii) Seventy-Five Thousand and No/100 Dollars (\$75,000.00) of the Improvement Allowance shall not be counted for purposes of determining the unamortized costs of the Improvement Allowance.

12. Option to Renew.

a. Paragraph 3 of the Fourth Amendment is hereby deleted in its entirety and of no further force and effect.

b. Provided that Tenant is not in default beyond any applicable cure period at the time of Tenant's exercise of the Option (as defined hereinafter) or at the commencement of the extended term, Tenant shall have one (1) five (5) year Option to renew this Lease (the "Option"). Tenant shall provide to Landlord on a date which is prior to the date that the Option term would commence (if exercised) by at least two hundred seventy (270) days, a written notice of the exercise of the Option to extend the Lease for the additional Option term, time being of the essence. Such notice shall be given in accordance with Section 35 of the Lease, as modified by Paragraph 13 hereinbelow. If notification of the exercise of this Option is not so given and received, the Option granted hereunder shall automatically expire. Base Rent applicable to the Premises for the Option term shall be equal to the "Fair Market Rental" as hereinafter defined. All other terms and

conditions of the Lease shall remain the same, except that upon exercise of the Option, Tenant shall have no further options to renew this Lease.

c. If the Tenant exercises the Option, the Landlord shall determine the Fair Market Rental by using its good faith judgment. Landlord shall provide Tenant with written notice of such amount within fifteen (15) days after Tenant exercises its Option. Tenant shall have fifteen (15) days ("Tenant's Review Period") after receipt of Landlord's notice of the new base rent within which to accept such rental. In the event Tenant fails to accept in writing such rental proposal by Landlord, then such proposal shall be deemed rejected and Landlord and Tenant shall attempt to agree upon such Fair Market Rental, using their commercially reasonable efforts. If Landlord and Tenant fail to reach agreement within fifteen (15) days following Tenant's Review Period ("Outside Agreement Date") then the parties shall each within ten (10) days following the Outside Agreement Date appoint a real estate broker who shall be licensed in the State of Florida and who specializes in the field of commercial office space leasing in the Delray Beach, Florida market, has at least five (5) years of experience and is recognized within the field as being reputable and ethical. If one party does not timely appoint a broker, then the broker appointed by the other party shall promptly appoint a broker for such party. Such two individuals shall each determine within ten (10) days after their appointment such base rent. If such individuals do not agree on Fair Market Rental, then the two individuals shall, within five (5) days thereafter, render separate written reports of their determinations and together appoint a third similarly qualified individual having the qualifications described above. If the two brokers are unable to agree upon a third broker, the third broker shall be appointed by the President of the Broward County Board of Realtors. In the event the Broward County Board of Realtors is no longer in existence, the third broker shall be appointed by the President of its successor organization. If no successor organization is in existence, the third broker shall be appointed by the Chief Judge of the Circuit Court of Broward County, Florida. The third individual shall within ten (10) days after his or her appointment make a determination of such Fair Market Rental. The third individual shall determine which of the determinations of the first two individuals is closest to his own determination of the Fair Market Rental and the determination that is closest shall be final and binding upon the parties, and such determination may be enforced in any court of competent jurisdiction. Landlord and Tenant shall each bear the cost of its broker and shall share equally the cost of the third broker. Upon determination of the base rent payable pursuant to this Section, the parties shall promptly execute an amendment to this Lease stating the rent so determined.

d. The term "Fair Market Rental" shall mean the annual amount per rentable square foot that a willing, comparable renewal tenant would pay and a willing, comparable landlord of a similar office building would accept at arm's length for similar space, giving appropriate consideration to the following matters: (i) annual rental rates per rentable square foot; (ii) the type of escalation clauses (including, without limitation, operating expenses, real estate taxes, and CPI) and the extent of liability under the escalation clauses (i.e., whether determined on a "net lease" basis or by increases over a particular base year or base dollar amount); (iii) rent abatement provisions reflecting free rent and/or no rent during the lease term; (iv) length of lease term; (v) size and location of premises being leased; and (vi) other generally applicable terms and conditions of tenancy, including tenant improvement allowances and prevailing expense-stop base year(s) for similar space; provided, however, Tenant shall not be entitled to any tenant improvement or refurbishment allowance. The Fair Market Rental may also designate periodic rental increases, a new base year (if applicable) and similar economic adjustments. The Fair

Market Rental shall be the Fair Market Rental in effect as of the beginning of the Option term, even though the determination may be made in advance of that date, and the parties may use recent trends in rental rates in determining the proper Fair Market Rental as of the beginning of the Option term.

13. **Notices.** The addresses for notices to Landlord set forth in Section 1(.16) of the Original Lease are hereby amended as follows:

Landlord: The Realty Associates Fund V, L.P.
c/o Sansone Group
120 South Central, Suite 500
St. Louis, Missouri 63105
Attention: Sharon Litteken

With Copy To: TA Associates Realty
28 State Street
Boston, Massachusetts 02109
Attention: Asset Manager- South Florida

14. **Miscellaneous.**

a. Paragraph 13 of the Fourth Amendment is hereby modified by deleting the second sentence in its entirety and substituting the following sentence in lieu thereof: "HVAC shall be provided to Tenant at hours other than those specified in the preceding sentence upon request of Tenant at an hourly charge of Thirty-Five Dollars (\$35.00) per hour."

b. Paragraphs 8, 9, 10, 11 and 12 of the Fourth Amendment are hereby deleted in their entirety and shall be of no further force and effect.

c. The Operating Costs for the 1625 Building are, in Landlord's good faith judgment, estimated to be \$9.31 per rentable square foot for the calendar year 2009.

d. A transfer pursuant to Section 7J. of the Original Lease shall be referred to herein as a "Permitted Transfer".

15. **UPS/Generator.** Landlord agrees to permit Tenant to install, operate, maintain and replace an uninterrupted power source (UPS), stationary batteries, chargers, and/or generators (collectively, the "Generator") in a location mutually acceptable to both Landlord and Tenant, provided Tenant obtains all necessary approvals, permits and licenses from all governmental authorities having jurisdiction over such matters and Tenant's right to install such Generator shall be subject to and at all times be in compliance with applicable laws, codes, ordinances, restrictions and requirements. Tenant shall obtain Landlord's prior approval of the size of such Generator. Tenant shall install the Generator, at Tenant's sole cost and expense, in a good and safe manner in accordance with the terms and conditions of this Lease. Prior to installing the Generator, Tenant shall obtain Landlord's prior written consent to Tenant's plans, method of installation, equipment and materials. At the written request of Tenant, Landlord agrees to notify Tenant concurrently with Landlord's consent to such Generator whether or not Landlord will require Tenant to remove such Generator at the end of the Term. At all times the Generator shall be maintained in a good and safe manner and operated in accordance with all applicable environmental laws and, in addition to any other

indemnity obligations Tenant may have under the Lease, Tenant hereby agrees to indemnify and hold Landlord harmless against any damages, claims, losses or causes of action arising or related to Tenant's installation, maintenance and use of the Generator. Tenant shall provide reasonable notice to Landlord of the time and date upon which it desires to install the Generator. Landlord shall have the right to have a representative present at the installation of the Generator in order to approve the method of installation and performance thereof. The Generator shall be screened in a manner and design acceptable to Landlord in its sole but reasonable discretion. If Landlord has required Tenant to remove the Generator at the expiration or earlier termination of the Term of the Lease and to restore such area to the condition existing prior to such installation and Tenant fails to so remove the Generator and restore the area within ten (10) days of the termination of this Lease, Tenant hereby authorizes Landlord to remove and dispose of the Generator and charge Tenant for all costs and expenses incurred. Tenant agrees that Landlord shall not be liable for any property disposed of or removed by Landlord. Tenant's obligation to perform and observe this covenant shall survive the expiration or earlier termination of the Lease. Tenant understands that Tenant shall pay all costs associated with the acquisition, installation, use and operation (including all utility costs), maintenance, repair and replacement of and utilities for such Generator.

16. Signage.

a. Tenant, at its sole cost and expense, and subject to all applicable codes and regulations, including applicable zoning requirements, and Landlord's signage and design criteria, and otherwise subject to Landlord's prior approval, including but not limited to, Landlord's approval of the size, location and installation, shall have the non-exclusive right to place exterior signage on the Building façade provided that: (i) Tenant is leasing from Landlord a minimum of 21,947 rentable square feet of space in the Building; (ii) Tenant is not subleasing any portion of the Relocation Premises; and (iii) Tenant has not been in default under the Lease beyond the expiration of any applicable notice and cure period at any time during the Term of the Lease. Tenant shall not be permitted to place exterior signage on the Building until such time as all of the foregoing conditions have been met and Landlord has approved, in writing, for the benefit of Tenant and the City of Delray Beach, the design, size and location of Tenant's signage, which such approval shall not be unreasonably withheld. Landlord does not represent that this right to install an exterior sign is inherent per zoning and Tenant shall be responsible to obtain, at Tenant's sole cost and expense, all of the governmental approvals that are necessary in order to allow Tenant to place exterior signage on the Building. Landlord agrees to use commercially reasonable efforts, at no cost to Landlord, to cooperate with Tenant in its application to obtain any permits or approvals required for Tenant's exterior signage. If Tenant is permitted to place exterior signage on the Building pursuant to this provision and thereafter fails to meet the conditions set forth in subparagraphs (i) through (iii) above, Landlord shall have the right to require Tenant to remove its exterior signage and restore any damage caused by such removal at Tenant's sole cost and expense. Tenant will be required to have an annual maintenance contract providing for the ongoing maintenance of such sign and shall be responsible to pay any and all costs associated with such signage, including, without limitation, all electricity costs associated with such signage. At the expiration or earlier termination of the Lease, Landlord shall have the right to require Tenant to remove such signage and restore any damage caused by such removal at Tenant's sole cost and expense. The signage rights granted to Tenant in this Paragraph are personal to the original Tenant and any transferee pursuant to a Permitted Transfer and may not be assigned by or to any other person or entity.

b. Tenant shall have the right, at its sole cost and expense, and subject to all applicable codes and regulations and Landlord's signage and design criteria, and otherwise subject to Landlord's prior approval, to place one line of signage on the Building identity monument sign in front of the Building. The signage rights granted to Tenant in this Paragraph 16 are personal to the original Tenant and any transferee pursuant to a Permitted Transfer and may not be assigned by or to any person or entity other than Tenant.

17. **Brokers.** Each party represents and warrants to the other that each has not had any dealings or entered into any agreements with any person, entity, realtor, broker, agent or finder in connection with the negotiation of this Sixth Amendment other than The Rowley Group and Cresa Partners (the "Brokers"). Landlord shall pay any commissions owed the Brokers in connection with this Sixth Amendment pursuant to the terms of a separate agreement (the "Broker Agreement"). Tenant shall indemnify and hold Landlord harmless from and against any loss, claim, damage, expense (including costs of suit and reasonable attorneys' fees) or liability for any compensation, commission or charges claimed by any other realtor, broker, agent or finder other than the Brokers claiming to have dealt with Tenant in connection with this Sixth Amendment. Landlord shall indemnify and hold Tenant harmless from and against any loss, claim, damage, expense (including costs of suit and reasonable attorneys' fees) or liability for any compensation, commission or charges claimed by any other realtor, broker, agent or finder other than the Brokers claiming to have dealt with Landlord in connection with this Sixth Amendment. In addition, Landlord shall indemnify and hold Tenant harmless from and against any loss, claim, damage, expense (including costs of suit and reasonable attorneys' fees) or liability for Landlord's failure to pay the Brokers pursuant to the terms of the Broker Agreement.

18. **Reaffirmation of Terms.** All other terms, covenants and provisions of the Lease are hereby confirmed and ratified and except as modified herein, shall remain unchanged and in full force and effect.

19. **Representations.**

a. Tenant hereby represents and warrants to Landlord that Tenant (i) is not in default of any of its obligations under the Lease and that such Lease is valid, binding and enforceable in accordance with its terms, (ii) has full power and authority to execute and perform this Sixth Amendment, and (iii) has taken all action necessary to authorize the execution and performance of this Sixth Amendment.

b. Landlord hereby represents and warrants to Tenant that Landlord (i) is not in default of any of its obligations under the Lease and that such Lease is valid, binding and enforceable in accordance with its terms, (ii) has full power and authority to execute and perform this Sixth Amendment, and (iii) has taken all action necessary to authorize the execution and performance of this Sixth Amendment.

20. **Counterpart Copies.** This Sixth Amendment may be executed in two or more counterpart copies, each of which shall be deemed to be an original and all of which counterparts shall have the same force and effect as if the parties hereto had executed a single copy of this Sixth Amendment.

[SIGNATURES APPEAR ON NEXT PAGE]

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

LANDLORD:

THE REALTY ASSOCIATES FUND V, L.P.,
a Delaware limited partnership

By: Realty Associates Fund V LLC,
a Massachusetts limited liability company,
general partner

By: Realty Associates Advisors LLC, a
Delaware limited liability company,
Manager

By: Realty Associates Advisors
Trust, a Massachusetts business
trust, Manager

By:  Reid T. Parker
Regional Director
[Officer]

Witness:


Danielle DeChains

TENANT:

ALFRED ANGELO, INC.,
a Pennsylvania corporation

By: 
Name: Joseph Welts
Title: Chief Financial Officer

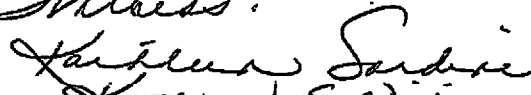
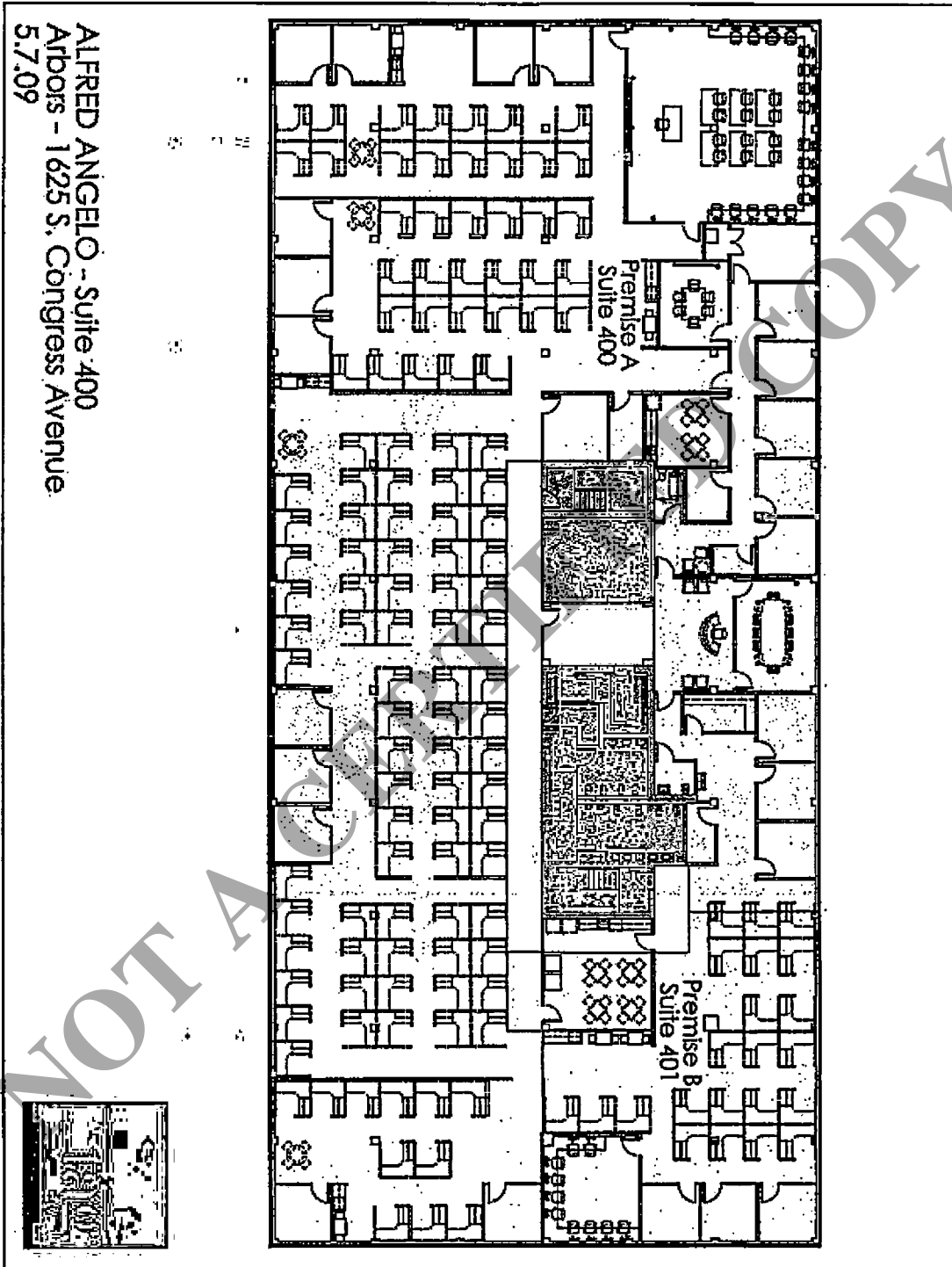
Witness:

Karen Sordini
FINANCE

EXHIBIT A-1
RELOCATION PREMISES



A-1-1

EXHIBIT B-1
VERIFICATION LETTER

ALFRED ANGELO, INC., a Pennsylvania corporation ("Tenant") hereby certifies that it has entered into a lease with **THE REALTY ASSOCIATES FUND V, L.P.**, a Delaware limited partnership ("Landlord") and verifies the following information as of the ____ day of _____, 20__:

Number of Rentable Square Feet in the Relocation Premises: _____

Effective Date: _____

Lease Termination Date: _____

Tenant's Share: _____

Initial Base Rent: _____

Federal Tax I.D. No.: _____

Tenant acknowledges and agrees that all tenant improvements Landlord is obligated to make to the Relocation Premises, if any, have been completed and that Tenant has accepted possession of the Relocation Premises (subject to the Punch List Items, warranty and latent defects obligations pursuant to the Work Letter Agreement) and that as of the date hereof, there exist no offsets or defenses to the obligations of Tenant under the Lease. Tenant acknowledges that it has inspected the Relocation Premises and found them suitable for Tenant's intended commercial purposes.

TENANT

ALFRED ANGELO, INC.,
a Pennsylvania corporation

By: _____

Its: _____

NOT A CERTIFIED COPY

ACKNOWLEDGED AND AGREED TO:

LANDLORD

THE REALTY ASSOCIATES FUND V, L.P.,
a Delaware limited partnership

By: Realty Associates Fund V LLC,
a Massachusetts limited liability company,
general partner

By: Realty Associates Advisors LLC, a
Delaware limited liability company,
Manager

By: Realty Associates Advisors
Trust, a Massachusetts business
trust, Manager

By: _____
[Officer]

NOT A CERTIFIED COPY

SCHEDULE 1

WORK LETTER AGREEMENT

1. Plans and Specifications.

1.1. Space Plan. Landlord and Tenant hereby approve the Space Plan prepared by Alfred Angelo, Inc. and dated May 19, 2009, and as attached hereto as Schedule 1-A (the "Space Plan").

1.2. Plans. Based on the approved Space Plan, Landlord shall cause its architects and engineers to prepare and submit to Tenant for approval detailed plans, specifications and working drawings ("Plans") for the construction of Tenant's leasehold improvements to the Relocation Premises ("Improvements"). As used herein, the term "Improvements" shall include all non-base building work to be done in the Premises pursuant to the Plans, including, but not limited to: demolition work, partitioning, doors, ceiling, floor coverings, wall finishes (including paint and wall coverings), window coverings, electrical (excluding the cost of computer cabling, Tenant's telephone system and wiring, and any other special electrical or wiring dedicated to the Tenant's operations or business), plumbing, heating, ventilating and air conditioning, fire protection, cabinets and other millwork. If Tenant has leased an entire floor, the term "Improvements" shall also include finished toilet rooms, corridors and elevator vestibules. Landlord shall submit the Plans to Tenant for approval within fifteen (15) business days following execution of this Sixth Amendment. Within five (5) business days after receipt by Tenant of the Plans, Tenant (i) shall give its written approval with respect thereto, or (ii) shall notify Landlord in writing of its disapproval and state with specificity the grounds for such disapproval and the revisions or modifications necessary in order for Tenant to give its approval. Within five (5) business days following Landlord's receipt of Tenant's disapproval, Landlord shall submit to Tenant for approval the requested revisions or modifications. Within five (5) business days following receipt by Tenant of such revisions or modifications, Tenant shall give its written approval with respect thereto or shall request other revisions or modifications therein, and, unless such further modifications are due to the revised Plans not containing the revisions and modifications first requested by Tenant and approved by Landlord, then any time delay incurred in the approval of the Plans from the date of this second notice of disapproval shall constitute Tenant Delay. After approval of the Plans by Tenant, no further changes to the Plans shall be made without the prior written approval of Landlord and only after Tenant agreeing that any delays in design and/or construction resulting from such change shall constitute a Tenant Delay.

2. Specifications for Building Standard Improvements. Specifications and details for building standard improvements ("Standards") are available in the office of the Building. Except as specified in Section 3 below, the Space Plan and Plans shall be consistent with the Standards, and no deviations shall be permitted from the Standards without Landlord's consent as set forth in Section 3 below.

3. Grounds for Disapproval. Tenant may request deviations from the Standards for Improvements provided that the deviations ("Non-Standards") shall not be of lesser quality than the Standards. Landlord shall not be required to approve any item of the Space Plan, the Plans or the Non-Standards that (a) does not conform to applicable governmental regulations

or is disapproved by any governmental agency; (b) requires building service (including electrical power) beyond the level normally provided to other tenants in the Building; or (c) overloads the floors.

4. Improvement Cost and Allowance.

4.1. Cost Breakdown. Within fifteen (15) business days following approval of the Plans, Landlord shall request competitive bids for construction of the Improvements from at least three (3) general contractors, one of whom may be selected by Tenant, provided however, that with respect to the contractor selected by Tenant, (i) such contractor's primary business is the construction of tenant/interior finish work in commercial office buildings; (ii) such contractor is licensed to do business in Broward County, Florida, (iii) such contractor complies with Landlord's insurance requirements for its contractors, and (iv) such contractor is not a contractor with whom Landlord or its agent has had unsatisfactory dealings in the past. Said contractors shall provide Landlord and Tenant with final estimated bids ("Cost Breakdown"). Landlord shall select the general contractor with the lowest qualifying bid for completion of the Improvements, including, without limitation: construction cost of the Improvements; architectural and engineering fees relating to the preparation and review of the Space Plan and the Plans (inclusive of the initial Space Plan and all design work above and below the ceiling); governmental agency plan check, permit and other fees; sales and use taxes; testing and inspection costs; and construction fees (including general contractor's overhead and supervision fees and the construction supervisory fee referred to in Section 5.3 hereof). Tenant shall have the right to be present at the opening of the construction bids, however, the selection of the contractor shall remain with Landlord. Landlord shall enter into a construction contract with the selected contractor to complete the Improvements and notify Tenant of the selected contractor and its bid. Within ten (10) business days after receipt by Tenant of the Cost Breakdown, Tenant shall either approve the same in writing or shall provide Landlord with a detailed list of revisions to the approved Plans acceptable for repricing, including any necessary modifications to the Plans to enable such repricing. Any time delay incurred in the approval of the Cost Breakdown due to Tenant's failure to approve the same in writing or to submit its revisions within such ten (10) business day period shall constitute Tenant Delay. Landlord shall incorporate the suggested revisions and deliver such revisions or modifications to Tenant within five (5) business days. Within three (3) business days following receipt by Tenant of such revisions or modifications, Tenant shall give its written approval with respect thereto or shall request other revisions or modifications therein, and any time delay incurred in the approval of the Cost Breakdown from the date of this second notice of disapproval shall constitute Tenant Delay.

4.2. Improvement Allowance. Landlord hereby grants to Tenant an "Improvement Allowance" in an amount equal to Three Hundred Twelve Thousand Five Hundred Sixty-Five and No/100 Dollars (\$312,565.00) (the "Improvement Allowance"), which Improvement Allowance shall be used only for the items specified in the approved Cost Breakdown. In the event that the approved Cost Breakdown exceeds the Improvement Allowance, Tenant shall pay to Landlord the sum in excess of the Improvement Allowance, which payment shall be made within ten (10) days of Landlord's notice to Tenant that Landlord is prepared to commence construction. The foregoing notwithstanding, up to Seventy-Five Thousand and No/100 Dollars (\$75,000.00) of such Improvement Allowance may be used to reimburse Tenant for Tenant's documented costs for Tenant's acquisition of furniture which will remain in the Premises throughout the Relocation Premises Term. Landlord shall reimburse Tenant for Tenant's furniture acquisition costs (up to a maximum of Seventy-Five Thousand Dollars (\$75,000.00)) within thirty (30) days following the later of the following events to occur: (i) receipt by Landlord of Tenant's request for such reimbursement which such disbursement request shall set forth the total amount incurred, expended and/or due and shall be

accompanied by invoices, and/or other documents reasonably requested by Landlord, which substantiate costs incurred to justify such a disbursement, and (ii) Tenant has taken occupancy of the Relocation Premises and has commenced to pay Rent for the Relocation Premises. Tenant agrees that Landlord shall retain ownership rights to the furniture throughout the Relocation Premises Term. Tenant shall have the option to purchase said furniture upon the expiration of the Relocation Premises Term for a purchase price equal to seventy-five percent (75%) of the original purchase price.

4.3. Cost Increases. In the event that the cost of the Improvements increases subsequent to Tenant's approval of the Cost Breakdown due to the requirements of any governmental agency imposed with respect to the construction of the Improvements or because Landlord in good faith identifies the need for a material change due to unforeseen field conditions that Landlord could not reasonably have foreseen prior to the preparation of the Plans or for any other unforeseeable circumstances, then Landlord shall so notify Tenant in writing, which notice shall specify in reasonable detail the reason for such change, the recommended change, and the cost of such change together with the proposals, bids and other back up information which were used in the determination of the cost of such change. Tenant shall pay to Landlord the amount of such increase within ten (10) days of Landlord's written notice; provided, however, that Landlord shall first apply toward such increase any remaining balance in the Improvement Allowance.

4.4. Change in Plans. In the event that Tenant requests a change in the Plans subsequent to approval of the Cost Breakdown, Landlord shall advise Tenant as to any increases in the cost of the Improvements together with the proposals, bids and other back up information which were used in the determination of such increase and as to any delay such change would cause in the construction of the Improvements, which delay would constitute a Tenant Delay. Tenant shall approve or disapprove such change within five (5) business days of written notice. In the event that Tenant approves such change, Tenant shall accompany its approval with payment in the amount of the increase; provided, however, that Landlord shall first apply toward such increase any remaining balance in the Improvement Allowance. Landlord shall have the right to decline Tenant's request for a change in the approved Plans if the change is inconsistent with Sections 1, 2 or 3 above, or if the change would, in Landlord's reasonable opinion, unreasonably delay construction of the Improvements.

4.5. No Refund. If the full Improvement Allowance is not used for the Improvements (including the \$75,000 which can be applied to the acquisition of furniture), up to One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) of the unused portion of the Improvement Allowance shall be available to Tenant as a credit against installments of Base Rent next coming due under the Lease. The remaining unused portion of the Improvement Allowance, if any, shall not be paid or refunded to Tenant or be available to Tenant as a credit against any obligations of Tenant under the Lease. The Improvement Allowance must be expended on or before the first anniversary of the Relocation Premises Commencement Date. If the Improvement Allowance is not expended on the Improvements before the first anniversary of the Relocation Premises Commencement Date or if Tenant has not requested reimbursement from the Improvement Allowance of its eligible furniture expenses prior to the first anniversary of the Relocation Premises Commencement Date, Landlord shall have no further obligation to make such a reimbursement hereunder, the Improvement Allowance shall no longer be available to Tenant and Landlord shall have no further obligation to provide such Improvement Allowance to Tenant. In addition, Tenant's request for reimbursement from the Improvement Allowance to have any unused portion of the Improvement Allowance credited towards Tenant's Base Rent must be submitted to Landlord prior to the first anniversary of the

Relocation Premises Commencement Date or Landlord shall have no further obligation to make such a reimbursement or credit hereunder.

5. Construction of Improvements.

5.1. Construction. Within ten (10) business days following the later of (i) approval of the Cost Breakdown by Tenant, and (ii) upon payment of any sum required under Section 4.2 above, Landlord shall instruct its contractor to secure a building permit and to thereafter promptly commence construction.

5.2. Completion.

5.2.1. Landlord shall endeavor to cause the contractor to Substantially Complete construction of the Improvements in a diligent manner, but Landlord shall not be liable for any loss or damage as a result of delays in construction or delivery of possession of the Relocation Premises. Landlord shall: (a) obtain, or cause to be obtained, all necessary approvals, consents, building and other permits required in connection with construction of the Improvements, including obtaining the permanent certificate of occupancy for the Relocation Premises as soon as reasonably available, and (b) cause all construction to be done in a good and workmanlike manner in compliance with all applicable laws, ordinances and regulations and the Plans. For purposes of this Sixth Amendment, "Substantially Complete" and "Substantial Completion" mean (i) completing the Improvements so that (1) Tenant can use the Relocation Premises for the conduct of Tenant's business without material interference or interruption, and (2) the only incomplete items are minor details of construction, mechanical adjustments or finishing touches like touch-up plastering or painting (collectively, "Punch List Items"); (ii) all areas required for reasonable access to the Relocation Premises are available; (iii) a certificate of occupancy or such other documentation required by the appropriate governmental authority for Tenant to initially legally occupy the Relocation Premises has been issued (for purposes hereof, a temporary occupancy certificate shall be sufficient to fulfill this requirement); (iv) all mechanical systems serving the Relocation Premises shall be in good working order; and (v) the Relocation Premises is broom-clean. As used herein, the term "Substantially Complete" shall specifically exclude Tenant's installation of its furniture, fixtures and cabling which shall be Tenant's obligation and shall not affect the date of Substantial Completion. Landlord shall use commercially reasonable efforts to provide Tenant with at least one (1) month's prior written notice of the estimated date of Substantial Completion. In addition, Landlord shall provide Tenant written notice upon Substantial Completion of the Improvements.

5.2.2. Provided that Tenant does not interfere with or delay the completion by Landlord or its agents or contractors of the construction of the Improvements, Tenant shall have the right beginning three (3) weeks prior to Landlord's estimated date of Substantial Completion to access the Relocation Premises for the purposes of installing telecommunications cabling and wiring, moving furniture, furnishings, inventory, equipment, and/or trade fixtures into the Relocation Premises and generally preparing the Relocation Premises for occupancy by Tenant. Tenant shall be liable for any damages or delays caused by Tenant's activities at the Relocation Premises. Prior to entering the Relocation Premises, Tenant shall obtain all insurance it is required to obtain by the Lease and shall provide certificates of said insurance to Landlord. Tenant shall coordinate such entry with Landlord's building manager and contractor, and such entry shall be made in compliance with all terms and conditions of this Lease and the Rules and Regulations attached hereto.

5.2.3. Tenant shall prepare and deliver to Landlord in writing a list of the Punch List Items within thirty (30) days after the date of Substantial Completion. Landlord shall use commercially reasonable efforts to complete all Punch List Items within thirty (30) days after receipt of the Punch List Items. Landlord will promptly correct any latent defects (including, without limitation, the correction of any system that could not be accurately determined to be in good operating condition on or before the Commencement Date because of the time of year that such dates occurred – i.e., the air conditioning system or the heating system) as they become known to and upon written notice from Tenant (provided any such written notice from Tenant of latent defects must be delivered to Landlord no event later than six (6) months following the Relocation Premises Commencement Date). In the event Landlord fails to undertake and diligently pursue completion of the Punch List Items within the foregoing thirty (30) day period or does not promptly commence to cure any latent defect which Landlord is required to repair after the timely written request from Tenant, and such Punch List Items or latent defects that remain uncompleted are not of the nature which reasonably requires additional time, Tenant shall have the right, following ten (10) days prior written notice to Landlord and a reasonable opportunity for Landlord to respond, to complete such Punch List Items and/or latent defects. Landlord shall reimburse Tenant for the reasonable cost incurred by Tenant pursuant to the immediately preceding sentence within thirty (30) days following Landlord's receipt of an invoice therefor. Tenant shall have no right to set-off any sums incurred by Tenant pursuant to this Paragraph 5.2.3 nor shall Tenant be entitled to any abatement of rent except as specifically provided otherwise in this Lease.

5.2.4. Upon Substantial Completion, Landlord shall (to the extent such guarantees and warranties are assignable) assign to Tenant all guarantees and warranties, if any, from contractors, subcontractors, material suppliers and manufacturers of fixtures and equipment which are part of the Improvements except to the extent such warranties and guarantees are for items of the Improvements that are Landlord's obligation to repair and or to maintain under the Lease.

5.3. **Construction Supervisory Fee.** The cost of the Improvements shall include a construction supervisory fee equal to 3% of the total cost of the Improvements payable to Landlord for the supervision of the construction of the Improvements by Landlord.

6. **Commencement Date.** The Relocation Premises Commencement Date and Tenant's obligation to pay rent under the Lease shall be governed by Paragraph 3 of this Sixth Amendment. However, if there shall be a Tenant Delay which actually results in a delay to the Relocation Premises Commencement Date, then the Relocation Premises Commencement Date of the Lease shall not occur until such time as the Improvements are Substantially Complete, however, Tenant shall pay to Landlord an amount equal to one thirtieth (1/30th) of the Base Rent due for the first full calendar month of the Term for each day of Tenant Delay. Upon Substantial Completion of the Improvements, Landlord shall notify Tenant of the reasonable estimate of the date Landlord could have delivered possession of the Relocation Premises with the Improvements Substantially Complete to Tenant but for Tenant Delays and Tenant shall immediately pay to Landlord the amount described above for the period of Tenant Delay, provided that in no event shall Tenant be obligated to pay the daily rent for any day that is not a documented day of Tenant Delay. "Tenant Delay" means actual delay in Substantial Completion of the Improvements if and to the extent caused by any or all of the following:

(i) Tenant's failure to take any actions required by Tenant pursuant to Section 1.2 hereinabove within the time limits provided therein;

(ii) Tenant's failure to take any actions required by Tenant pursuant to Section 4.1 hereinabove within the time limits provided therein;

(iii) Tenant's request for Non-Standards, whether as to materials or installation, that extend the time it takes to obtain necessary building permits or other governmental authorizations or extends the construction period;

(iv) Tenant's changes in the Plans after the approval by Landlord; or

(v) Any other act or omission of Tenant constituting a Tenant Delay under the terms of this Agreement.

"Force Majeure" means any delay caused by strikes, lockouts, failure of power to the area to which the Relocation Premises is located, governmental delays in issuing any required building, construction, occupancy or other permit, certificate or approval or performing any inspection or review in connection therewith (but only to the extent such delays are not the fault of Landlord or Tenant), riots, insurrection, terrorist acts, war, fire or other casualty, weather delays, including hurricane related delays, or other acts of God or other reasons of a similar nature beyond the reasonable control of the party who is being delayed.

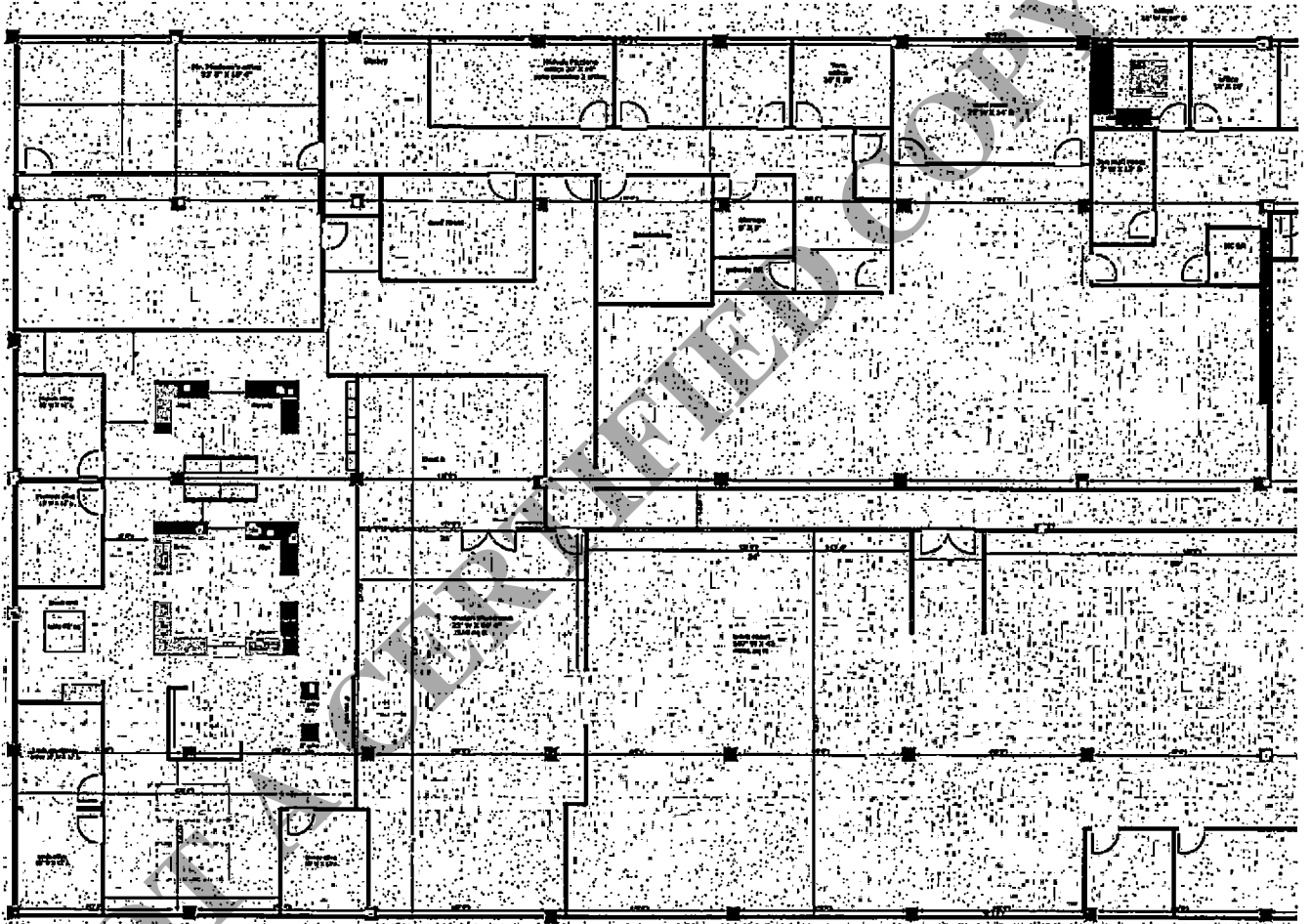
Landlord and Tenant each agree to (1) give prior written notice of any delays of which they become aware, (2) reasonably cooperate to minimize the extent of any delays, including Force Majeure delays, and (3) use good faith reasonable efforts to counter the effect of any delay caused by the other party or by other events or conditions, including Force Majeure delays.

7. **Landlord Delay.** If Landlord shall not have delivered possession of the Relocation Premises to Tenant on or before the one hundred eightieth (180th) day following the date Landlord receives all necessary permits to commence construction (the "Outside Delivery Date"), Tenant may, at Tenant's option, by notice in writing to Landlord within ten (10) days after the Outside Delivery Date, terminate this Lease, so long as Tenant's written notice is delivered to Landlord prior to Substantial Completion of the Improvements for the Relocation Premises. If Tenant terminates this Lease as provided in the preceding sentence, the parties shall be discharged from all obligations hereunder, subject to those provisions contained in the Lease which survive the expiration or earlier termination of the Lease, provided, that if such written notice by Tenant is not received by Landlord within such ten (10) day period, Tenant shall not have the right to terminate this Lease as provided above. If Landlord is unable to deliver possession of the Relocation Premises with the Improvements Substantially Complete to Tenant on or before the Outside Delivery Date due to a Force Majeure delay, then the Outside Delivery Date shall be extended by the period of the delay caused by Force Majeure. The provisions of this Paragraph shall not apply to the extent that any such delay constitutes a Tenant Delay.

8. **Incorporation.** This Agreement is and shall be incorporated by reference in the Lease, and all of the terms and conditions of the Lease are and shall be incorporated herein by this reference.

SCHEDULE 1-A

SPACE PLAN



Delray Beach, Florida office layout

SEVENTH AMENDMENT TO LEASE AGREEMENT

THIS SEVENTH AMENDMENT TO LEASE AGREEMENT (the "Seventh Amendment") is made as of the ___ day of 1st day of June 2013, by and between 1625 Arbors South Associates, LLC, a Delaware limited liability company, successor-in-interest to The Realty Associates Fund V, LP, and Arbors Associates, Ltd. ("Landlord"), and Alfred Angelo, Inc., a Pennsylvania Corporation ("Tenant").

WITNESSETH:

WHEREAS, by Lease Agreement dated April 19, 2000, (the "Original Lease"), as amended by that First Amendment to Lease dated September 26, 2002 (the "First Amendment"), that Second Amendment to Lease dated September 12, 2003 (the "Second Amendment"), that Third Amendment to Lease dated October 8, 2004 (the "Third Amendment"), that Fourth Amendment to Lease dated May 2, 2006 (the "Fourth Amendment"), that Fifth Amendment to Lease dated October 23, 2007 (the "Fifth Amendment"), and that Sixth Amendment to Lease dated June 25, 2009 (the "Sixth Amendment") (the Original Lease, as amended, collectively, the "Lease"), Landlord currently leases to Tenant, and Tenant currently leases from Landlord, certain premises consisting of a total of approximately 21,947 rentable square feet (the "Premises") on the 4th floor of the building located at 1625 South Congress Avenue, Delray Beach, FL (the "Building"); and

WHEREAS, Tenant and Landlord desire to amend the Lease so as to: (i) extend the Term of the Lease; and (iii) modify certain other terms of the Lease, all in accordance with the terms and provisions hereof.

NOW, THEREFORE, for and in consideration of the mutual premises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, do covenant and agree as follows:

1. Preambles. The foregoing recitals are incorporated herein as if set forth at length. Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Lease. All references herein to the Lease shall include the Lease and this Seventh Amendment.

2. Extended Term. The extended term of the Lease for the Premises shall be for a period of five (5) years and five (5) months (the "Extended Term") commencing as of December 1, 2014 (the "Extended Term Commencement Date") and ending on April 30, 2020 (the "Expiration Date").

3. Base Rent.

Commencing on June 1, 2013(as long as the Seventh Amendment is fully executed by both parties no later than 8-1-13) and ending on the Expiration Date, Tenant shall pay to Landlord Base Rent for the Premises (being 21,947 rentable square feet on the 4th Floor) at the annual rate(s) as follows:

PORTION OF TERM	PREMISES	\$PER RENTABLE SQ FT	MONTHLY INSTALLMENT	ANNUAL RENT AMOUNT
6/1/2013 – 5/31/2014	21,947 rsf	12.00	\$21,947.00	\$263,364.00
6/1/2014 – 5/31/2015	21,947 rsf	12.36	\$22,605.41	\$271,264.92
6/1/2015 – 5/31/2016	21,947 rsf	12.73	\$23,300.40	\$279,402.87
6/1/2016 – 5/31/2017	21,947 rsf	13.11	\$23,283.57	\$287,784.95
6/1/2017- 5/31/2018	21,947 rsf	13.51	\$24,701.54	\$296,418.50
6/1/2018 – 5/31/2019	21,947 rsf	13.91	\$25,442.59	\$305,311.06
5/31/2019 – 4/30/2020	21,947 rsf	14.33	\$26,205.87	\$314,470.39

Base Rent shall be payable in equal monthly installments in advance on the first day of each calendar month during the Extended Term, without demand, notice, offset or deduction of any kind.

Notwithstanding the above, so long as Tenant is not then in default under the terms of this Lease, Base Rent and Tenant's Share of Operating Expenses for the months of August 2013, October 2013, January 2014, April 2014 and July 2014 only (for a total of 5 months only) of the Term shall be abated.. Such abatement of Base Rent and Tenant's Share of Operating Expenses shall not affect Tenant's obligation to pay any other additional rent or any other sums payable by Tenant as and when due under the terms of this Lease.

4. Condition of Premises. Notwithstanding anything contained in the Lease to the contrary, Tenant's continued possession of the Premises for the Extended Term shall be in its current "as-is" where is condition and any and, except solely for the Tenant Improvement Allowance (as defined in Section 6. Below) all costs for work required in the Premises shall be at Tenant's sole cost and expense.

5. Tenant's Work.

Tenant agrees to do or otherwise perform at Tenant's sole cost and expense, except solely for the Tenant Improvement Allowance (defined below) all work for the design, permitting construction, or refurbishment and/or renovation of the Premises desired by Tenant, if any ("Tenant's Work"). In the event no Tenant work is done to the Premises, Landlord shall not be required to provide any Tenant Improvement Allowance, except as specified in paragraph 6 of this Seventh Amendment.

(a) Tenant's Plans. Tenant shall provide, at Tenant's sole cost and expense, all of the plans, specifications and drawings necessary to design and construct Tenant's Work, including

all required mechanical, electrical and plumbing drawings, the location and installation of all equipment, risers, disconnects, ducts, utility and HVAC distribution, and other Tenant installations (collectively, the "Tenant's Plans"). Tenant's Plans shall be prepared by Tenant and shall be subject to the prior written approval of Landlord. Landlord's review of Tenant's Plans shall not impose any obligation or liability on Landlord, its agents or representatives, and Landlord's approval of Tenant's Plans shall not serve as a representation or warranty as to the accuracy of Tenant's Plans or as to compliance with any laws, codes, regulations or ordinances. Landlord shall approve Tenant's Plans prior to Tenant commencing any of Tenant's Work

(b) Tenant hereby agrees that prior to commencing Tenant's Work, it shall reasonably pursue securing or causing to be secured, at its sole cost and expense, all necessary approvals for Tenant's Plans including all licenses, permits, approvals, from all governmental authorities having jurisdiction thereover and shall also reasonably pursue securing or causing to be secured all approvals, permits and licenses necessary to perform Tenant's Work. Tenant shall furnish Landlord with two (2) copies of Tenant's Plans as approved by such governmental authorities and two (2) copies of such permits and licenses, if required, provided, however, that prior to Tenant or any contractor of Tenant's filing any applications with any governmental authorities for such approval or for any permits or licenses required to perform Tenant's Work, Tenant shall submit copies of such applications to Landlord for Landlord's prior approval, which shall not be unreasonably withheld, or delayed.

(c) Tenant's Work shall be performed, at Tenant's sole cost and expense, by a general contractor and subcontractors, architects and engineers selected by Tenant. Landlord shall have the right to reasonably approve all contractors and subcontractors, and the performance of Tenant's Work. Tenant and all of Tenant's contractors and subcontractors performing Tenant's Work, shall comply in all respects with all applicable laws, codes and regulations and with the terms of this Section 5 and the terms of Section 10 and 11 of the Original Lease (including, without limitation, all the requirements relating to not allowing liens to be filed against the Property), Tenant's Plans, and with the rules and regulations attached to the Lease. All contracts or agreements made by Tenant with any third party or parties in connection with Tenant's Work or any other alterations, improvements, changes or decorations or additions shall expressly provide that said third party or parties shall look solely to Tenant for any and all payments to be made pursuant to such contract or agreement and the Landlord shall not have any responsibility or liability for the payment thereof (the "Landlord Release Language"), if said third party will agree to include such a provision in the contract or agreement. Tenant shall notify Landlord in writing of any such contracts or agreements that Tenant has entered into that do not contain the "Landlord Release Language". Tenants work shall not interfere with or affect the common areas or structural components of the Building or any building or any building mechanical systems, HVAC, electrical, plumbing, gas, plumbing, elevator or other building operating systems serving other tenants and occupants of the Building. Notwithstanding anything to the contrary contained herein, all work in the Premises relating to HVAC, life safety equipment or plumbing shall be performed by Landlord's list of preferred providers that exclusively handle the HVAC, life safety equipment and plumbing at the building. Tenant shall perform or cause to be performed Tenant's Work in a manner which shall not interfere with or interrupt the business operations or premises of other tenants in the Building, except as may be approved by Landlord. Neither Tenant nor Tenant's contractors shall be permitted to store any materials in the Building outside

of the Premises. Tenant and Tenant's contractors shall at all times ensure that all work sites of Tenant's Work are safe and secure in accordance with all applicable laws and statutes and the commercial customs of similarly-situated parties. Tenant shall commence Tenant's Work within ten (10) days following Landlord's written approval of Tenant's Plans therefore and the issuance of any required permits or governmental approvals necessary for the commencement of Tenant's Work. All of the cost and expense of Tenant's Work and other matters relating to work and/or installations to be made at the Premises shall be borne by Tenant; provided, however, that Landlord shall provide Tenant with the Tenant Improvement Allowance described below in Section 6.

6. Tenant Improvement Allowance.

Landlord shall provide Tenant with a construction improvement allowance up to the amount of Ten and 00/100 Dollars (\$10.00) per rentable square foot of office space in the Premises being the total sum of Two Hundred Nineteen Thousand Four Hundred Seventy and 00/100 Dollars and 00/100 Dollars (\$219,470.00) (the "Tenant Improvement Allowance"), to be applied solely from the date hereof until December 31, 2014 toward the cost of construction and refurbishment of Tenant's Premises. The Tenant Improvement Allowance may be used to reimburse Tenant, or pay for costs associated with the design, permitting, construction, refurbishment and/or renovation of the premises. In addition, up to Five dollars(\$5.00) per rentable square foot of the Tenant Improvement Allowance may be utilized by Tenant for any moving expenses, acquiring and installing telephone or data cabling or equipment, furniture or any other purpose relating to the renovation of the Premises. The Tenant Improvement Allowance shall be paid by Landlord, at Landlord's option, either (i) directly to Tenant as a reimbursement within thirty (30) days after receipt by Landlord of paid invoices from the contractor or subcontractors performing Tenant's Work or other vendors as applicable; or (ii) directly to the persons or entities performing Tenant's Work or providing other services or materials within thirty (30) days after receipt by Landlord of a written sign-off from Tenant with attached invoices from the contractor or subcontractors performing Tenant's Work or other vendors as applicable.. Notwithstanding the foregoing Landlord shall have the right to pay contractors any monies owed by Landlord as part of the Tenant Improvement Allowance directly to those contractors or subcontractors performing the Tenant's Work who would not otherwise agree to the terms and conditions set forth in Section 5 (c) above, within the time periods set forth above, the payments of which shall be conditioned upon such third parties providing appropriate partial lien waivers to Landlord. No credit shall be given to Tenant for any unused allowance.

Notwithstanding anything contained herein, Tenant shall be solely responsible for all costs and expenses of Tenant's Work, Tenant's Plans, fixtures, and for all costs and expenses of Tenant's furniture, cables, data wiring, telephone, computer equipment and related equipment, telecommunication, data and computer wiring and all associated work (except only for the Tenant Improvement Allowance)

7. Notices. All notices and approvals to be given by one party to the other party under this Agreement shall be given in writing, mailed or delivered as follows:

- (a) To Landlord at 145 Huguenot Street, Suite 300A, New Rochelle, NY

10801, Attention: Aaron Stauber with copies to: REXX Hall Realty, LLC 1444 SW 5 Street #19 Miami FL 33135 Attn: Daniel Stauber; ; CBRE Inc./Asset Services, 777 Brickell Avenue, Suite 900, Miami, FL 33131 Attn : Lisa Jesmer; and CBRE Asset Services, 5355 Town Center Road, Suite 202, Boca Raton, FL 33486 Attn: Susan Russo, Real Estate Manager .

(b) To Tenant at the Premises, or to such other address designated by notice to Landlord.

Notices shall be delivered by hand, national overnight carrier, or by United States certified or registered mail, postage prepaid, return receipt requested. Notices shall be deemed to have been given upon delivery thereof or upon posting in the United States mails.

(c) Whenever Landlord is required or desires to send any notice or other communication to Tenant under or pursuant to this Agreement, it is understood and agreed that such notice or communication, if sent by Landlord's agent (of whose agency Landlord shall have advised Tenant), for all purposes shall be deemed to have been sent by Landlord.

8. Additional Modification to Lease. Rider No. 1 annexed to the Original Lease entitled "Option to Extend" is hereby deleted in its entirety and of no further force or legal effect. Sections 4., 8., and 10. of the First Amendment are hereby deleted in their entirety and of no further force or legal effect. Section 6. of the Second Amendment is hereby deleted in its entirety and of no further force or legal effect. Sections 3. and 4. of the Third Amendment are hereby deleted in their entirety and of no further force or legal effect. Sections 3., 4., 7. and 14. of the Fourth Amendment are hereby deleted in their entirety and of no further force or legal effect. Sections 5.b., 8., 9.b., 10., 11., 15., 17., of the Sixth Amendment are hereby deleted in their entirety and of no further force or effect. For purposes of clarification and without limiting the scope of Section 9 of this Amendment, Sections 6, 12 & 16 of the Sixth Amendment and Sections 5 & 13 of the Fourth Amendment shall remain in full force and effect.

9. Full Force and Effect. Except as specifically set forth herein, the terms, covenants and conditions of the Lease shall remain in full force and effect. The Lease, and this Seventh Amendment shall not be further modified or amended, except in writing signed by both Landlord and Tenant. This Seventh Amendment sets forth the entire understanding of the parties with respect to the matters set forth herein, and there are no other rights, including but not limited to, renewals, extensions, expansions, purchases, rights of first refusal, etc., granted under the Lease, or this Seventh Amendment. Landlord and Tenant hereby ratify and affirm all of the remaining terms and conditions of the Lease. Tenant hereby acknowledges that, as of the date of this Seventh Amendment, Landlord is not in default of any of the terms and conditions of the Lease.

10. Provisions Binding. All rights and liabilities herein given to or imposed upon either of the parties to this Seventh Amendment shall extend to, and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. Confidentiality. Tenant agrees that it shall maintain in confidence and shall not divulge to any third party (except as may be required by law) any of the items, covenants and conditions of the Lease and/or this Seventh Amendment including without limitation, any

information related to the rental rate, the expansion of the rentable area of the Premises, the length of the Term, and any other terms and conditions thereof. Tenant further agrees to take commercially reasonable precautions to prevent the unauthorized disclosure of any such information to any third parties. Tenant's obligations under this Paragraph 11 shall survive the termination of the Lease.


12. Brokerage Tenant represents and warrants unto Landlord that Tenant has had no dealings with any broker or agent in connection with this Lease other than Newmark Southern Region, LLC, d/b/a Newmark Grubb Knight Frank and CBRE. Landlord will pay brokerage commissions per a separate agreement.

SIGNATURES FOLLOW


NOT A CERTIFIED COPY

IN WITNESS WHEREOF, the parties hereto have executed this Seventh Amendment to Lease Agreement on the day and year first above written.

LANDLORD:
1625 Arbors South Associates, LLC,
a Delaware Limited Liability Company

By: 
Name: Daniel Stauber
Title: Vice President

TENANT:
Alfred Angelo, Inc., a Pennsylvania
corporation

By: 
Name: PAUL QUENTEL
Title: PRESIDENT

NOT A CERTIFIED COPY



GROVER CORLEW

VIA FEDEX

June 15, 2017

Alfred Angelo, Inc.
Attn: Laura Elias
1625 South Congress Avenue
Delray Beach, FL 33445

RE: DEMAND NOTICE FOR RENTAL ARREARAGES

Dear Laura:

You are hereby notified that you are indebted in the sum of \$42,846.85 for Rent for the use of the premises located at 1625 South Congress Avenue Delray Beach, FL 33445. G&C Arbors Investors, LLC hereby demands payment of said rent or delivery of the premises within three (3) days of the delivery of this notice (excluding Saturdays, Sundays and legal holidays), namely on or before June 23, 2017.

Landlord reserves all rights available to it under the Lease. If legal action is initiated against you, you will be liable for all of the Landlord's legal fees and court costs as provided by the Lease.

Sincerely,
G&C Arbors Investors, LLC

Pam Zirkle

Pam Zirkle
Senior Property Manager

Cc: Tenant File
Mark Corlew
Diane Pappas

2335 East Atlantic Boulevard, Suite 300, Pompano Beach, Florida 33062
954.516.7001 | www.grovercorlew.com

EXHIBIT 2