

BUSINESS LEASE

THIS LEASE, ("Lease"), made and entered into as of this 19th day of June, 2024, hereinafter the "Effective Date" by and between Lauderhill Mall Investment, LLC, a Florida limited liability company ("Landlord") and Florida Department of Health, in Broward County ("Tenant"). Landlord hereby demises and rents unto Tenant, and Tenant hereby leases from Landlord, certain premises described below now existing in Landlord's property known as "Lauderhill Mall" ("Property") located at corner of State 7 and NW 12th Street, Lauderhill, FL, Broward County, Florida, upon the terms, covenants and conditions set forth herein.

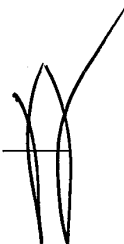
PREAMBLE:

SUMMARY OF CERTAIN IMPORTANT LEASE TERMS

- A. **The Premises which are leased are: 1293 NW 40 Avenue, Suite 200, Lauderhill, FL 33313.**
 - B. **The Lease Term: The Lease term shall commence on the Effective Date (the "Lease Commencement Date") and expire on the last day of the forty-eight (48th) full month following the Rent Commencement Date as later defined.**
 - C. **Initial Yearly Base Rent: The Initial Base Rent for the Premises is in the initial yearly amount of \$ 239,772.00 payable in monthly installments, plus any and all applicable sales and/or use taxes, as set forth below.**
 - D. **The initial monthly payments required under this lease by Tenant are as follows:**
 - Monthly Base Rent: \$ 19,981.00 plus sales tax \$ Exempt total \$ 19,981.00
 - Monthly Trash Fee: \$ 269.00 plus sales tax \$ Exempt total \$ 269.00
 - Monthly HVAC Maintenance \$ 500.00 plus sales tax \$ Exempt total \$ 500.00
- Total initial Monthly payment of Base Rent, trash, HVAC maintenance and sales tax: \$ 20,750.00**
- E. **Delivery Date: Upon Substantial Completion of Landlord's Work and possession of the Premises being made available to Tenant**
 - F. **The Rent Commencement Date is: Five (5) business days following the Delivery Date*.**
 - G. **The gross leasable area of the Premises consists of approximately: +/- 9,259 square feet.**
 - H. **Tenant's Use of the Premises is for: Any Legal Use operated by the Dept. of Health .**
 - I. **Tenant's Business Name: Florida Department of Health, in Broward County.**
**If the Rent Commencement Date is not the first day of a calendar month, then, rent shall be due and payable prior to the end of said partial month on a pro-rated basis.*

Tenant's Initial's: P T

Landlord's Initial's: _____



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

ARTICLE 1.1: PREMISES LEASED BY TENANT

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

ARTICLE 1.2: LEASE TERM

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

ARTICLE 1.3: RENT COMMENCEMENT DATE / LEASE YEAR

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

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

ARTICLE 1.4: USE OF PREMISES

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

termination of this Lease, by lapse of time or otherwise, Tenant shall return the Premises to Landlord in as good a condition as when Tenant took possession, ordinary wear and tear excepted, failing which Landlord may restore the Premises to such condition, and Tenant shall pay the costs thereof. Tenant shall not make or allow to be made any alterations or physical additions in or to the Premises without first obtaining the written consent of Landlord, which consent may, in the sole discretion of Landlord, be denied. Any alterations, physical additions or improvements to the Premises made by Tenant shall at once become the property of Landlord and shall be surrendered to Landlord upon the termination of this Lease; provided however, Landlord, at its option, may require Tenant to remove any physical additions and/or repair any alterations in order to restore the Premises to the condition existing at the time Tenant took possession and all costs of removal and/or alterations to be borne by Tenant. Any Department personality or signage added to the property for business purposes is not considered an alteration under this agreement. Upon expiration or termination of the lease, the Department may remove personality or signage, otherwise the personality and/or signage becomes the property of the Landlord. In the event the Department does not remove personality or signage upon expiration or termination of the Lease, the Department bears no responsibility for cost of personality or signage removal.

- D. It is the Tenant's sole responsibility to apply for and obtain all governmental approvals, zoning approval business licenses, use permits and the like, and tenant shall use high diligence in obtaining same, including the pursuit of all administrative remedies.

ARTICLE 1.5: DELAY OF POSSESSION

If Landlord is unable to give possession of the Premises on the Lease Commencement Date by reason of the holding over of any prior Tenant or Tenants or because of any applicable exclusive use provision or use restriction in any other tenant lease or leases or as to the underlying property or for any other reason beyond Landlord's control which such period exceeds the Rent Commencement Date by five (5) business days, an abatement or diminution of the rent to be paid hereunder shall be allowed. Tenant under such circumstances, but nothing herein shall operate to extend the term of the lease beyond the agreed expiration date. If Landlord is unable to give possession of the Premises to Tenant within thirty (30) days next after the Rent Commencement Date of this lease, then Tenant shall have the right to cancel this Lease upon written notice thereof delivered the Landlord within five (5) days after the lapse of said 30 day period; and, upon such cancellation, Landlord and Tenant shall each be released and discharged from all liability on this Lease.

ARTICLE II: RENT

ARTICLE 2.1: BASE RENT:

From the Rent Commencement Date Tenant will pay rent for the Premises, the Base Rent in the initial yearly amount as set forth in the Preamble of this Lease, payable in monthly installments as set forth in the Preamble of this Lease, plus any and all applicable sales and/or use taxes (Tenant represents to Landlord they are sales tax exempt as a governmental agency of the State of Florida). Said Monthly Rent shall be payable without demand, on or in advance of the first day of each month. All checks are to be made in the full amount and payable to the order of Landlord and mailed or delivered to Landlord's office or at such other address as Landlord may, from time to time, designate in writing, or as otherwise agreed to by the parties. Notwithstanding any designation or measurement, the Tenant's occupancy rights shall be solely as to the physical premises provided and are not based upon any specific square footage measurement. For purposed of this Lease, the parties agree that the rentable square footage of the Premises shall be as set forth in Paragraph 1.1 herein, notwithstanding any actual physical measurement.

Pursuant to Section 255.2502, Florida Statutes, Landlord acknowledges that the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ARTICLE 2.2: BASE RENT INCREASE

Base Rent shall remain flat during the initial Lease Term as outlined in the Preamble.

ARTICLE 2.3: LATE PAYMENT PENALTY

Tenant agrees to promptly pay all moneys owed under this Lease, and Tenant acknowledges that such agreement is a material inducement for Landlord to enter into this Lease and that time is of the essence. Failure to timely make rent payments as required herein or other payments required under the terms and provisions of this Lease shall constitute a default. Payment is timely if issued within five (5) days of the due date. If the due date is on a nationally recognized holiday, then the due date is the next business day

ARTICLE 2.4: ADDITIONAL RENT-DEFINITIONS

All sums payable by Tenant to Landlord under this Lease (except Base Rent) shall be deemed to be and shall become Additional Rent hereunder and, together with Base Rent, shall be included in the term "Rent" whenever such term is used herein.

ARTICLE III: COMMON AREAS AND COMMON AREA MAINTENANCE

ARTICLE 3.1: COMMON AREAS

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

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

ARTICLE 3.2: USE OF COMMON AREAS

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

ARTICLE 3.3: COMMON AREA MAINTENANCE COSTS

© 2016, 2017, 2018, 2019 2020 2021 IMC Equity Group/Robert A. Brandt, PA

Tenant's Initial's: PT

4 of 27

Landlord's Initial's: 

Tenant's pro rata share of the Common Areas costs and any other charges or allocations among Tenants in the Property shall be the percentage as set forth in the Preamble of this Lease, notwithstanding any actual physical measurement and shall be subject to adjustment by the Landlord, in Landlord's sole discretion, in the event of any changes to the Property due to casualty, condemnation, construction, acquisition, disposition or otherwise.

Common Areas costs means all costs and expenses which Landlord incurs for operating and maintaining the Property, the common areas and other appurtenances thereto relating to the Property and for any governmental fees and taxes assessed or imposed upon or in connection with the Property. Operating Expenses will include, without limitation, the following: (a) electricity for the common areas, water and other utilities, sewer service and trash and rubbish removal, and taxes thereon; (b) the cost of all maintenance, repairs, alterations, improvements, replacements, security costs and expenses with regard to the Property; (c) fire/safety, fire monitoring/ ATT, electric maintenance, landscape, paving, asphalt and pest control and taxes thereon; (d) personal and real property taxes and all assessments (including assessments for public improvements) and governmental charges to the Property; (e) premiums for all insurance; (f) salaries and expenses as to all personnel engaged in the operation, management and maintenance of the Property; and any and all other expenses and costs customarily treated as operating expenses or taxes in properties of this type and nature plus administrative fee.

ARTICLE 3.4: CHARGE FOR COMMON AREAS
Intentionally Deleted.

ARTICLE IV: UTILITY SERVICES

ARTICLE 4.1: UTILITIES

Tenant shall pay all charges for gas, electricity, ~~water, sewer~~, telephone, ~~garbage/waste/trash~~ removal and all other utilities which may be used upon or in connection with the Premises and shall make payments on all of such before any of them become in default. Tenant agrees that it shall not install any equipment which will exceed or overload the capacity of any existing utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord and in full compliance with all applicable building codes, unless otherwise agreed by the parties in writing. Tenant shall promptly pay for all public utilities rendered or furnished to the Premises from and after the date Tenant assumes possession of the Premises (irrespective of whether Tenant shall have opened for business in the Premises). Water/Sewer for office use is included in the monthly Base Rent. Tenant shall have access to shared dumpster on the Property for Tenant's use in common with other. Tenant shall pay a flat fee as provided in the Preamble of the Lease throughout the initial Term.

ARTICLE V: TAXES

ARTICLE 5.1: TENANT'S TAXES

Tenant covenants and agrees to pay promptly when due all taxes imposed upon its business operations and its personal property situated in the Premises, only as required by law.

ARTICLE VI: REPAIRS AND MAINTENANCE

ARTICLE 6.1: REPAIRS BY LANDLORD

Landlord shall keep the foundations and the roof in good order and repair, and shall make structural repairs and replacements necessary to keep in good order and repair the Property and the pipes and ducts running through the Premises and installed by Landlord, but not including Tenant's service connections therewith, the cost of which shall be included in the Common Areas costs, if applicable. Landlord shall not be liable for damages or injuries arising from the failure to make said repairs, nor shall Landlord be liable for damages or injuries arising from defective workmanship or materials in making any such repairs nor shall Landlord be liable for damage or injuries resulting from any non-structural damage to the Property or Premises caused by any reason, including, without limitation, hurricanes, flooding, tornado, water intrusion,

Tenant's Initial's: PT

Landlord's Initial's: 

acts of God, nature and/or civil unrest. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature unless caused by the gross negligence or intentional actions of the Landlord. All property of Tenant, including merchandise and furnishings, kept or stored on the Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any and all claims arising out of damage to same unless caused by the gross negligence or intentional actions of the Landlord. If Landlord is required to make repairs by reason of any act, omission or negligence of Tenant, any permitted subtenants, concessionaires or their respective employees, agents, invitees, licensees or contractors, the cost of such repairs shall be borne by Tenant only if the Department agrees, in writing, that the Department is responsible for such act, omission, or negligence. Unless an emergency or situation which with the passing of time would create a dangerous situation, Landlord shall provide written notice and reasonable time, at least five (5) business days, for Department response prior to making said repairs.

Landlord shall provide for interior and exterior maintenance and repairs to the Premises, expressly excluding personal property or equipment of Tenant, in accordance with generally accepted good practices. This includes periodic repainting (not to exceed once every five years), replacement of worn or damaged floor covering and repairs or replacement of interior equipment servicing the Premises (excluding equipment of Tenant) as needed due to normal use. Landlord shall maintain the exterior of the leased facility so to conform to all applicable health and safety laws, ordinances and codes, which are presently in effect or may be enacted during the term of this Lease and any renewal periods.

Landlord agrees to furnish to Tenant heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the Premises during the term of the Lease at the expense of Landlord. Landlord agrees that thermostats in the Premises will be set to maintain an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons.

ARTICLE 6.2: REPAIRS AND MAINTENANCE BY TENANT

Except as provided in Section 6.1 above, Tenant shall perform all repairs and alterations required by applicable Laws and governmental regulations. Beginning at the point from which they serve the Premises exclusively (whether located inside or outside the Premises), Tenant shall, at its sole cost, maintain in good repair and condition all lines, apparatus, ducts and equipment relating to utilities (including but not limited to heating, air conditioning, water, gas, electricity and sewage), to the extent required by law. Tenant shall, at its cost, promptly replace all broken or damaged glass in the Premises, if caused by the negligence of the Department. Tenant shall be fully responsible and liable for the maintenance and lighting of all its exterior signs and shall maintain and periodically repaint metal surfaces that rust or begin to deteriorate from any causes. Any damage to the exterior walls to which a sign may be attached, including but not limited to rust stains and structural cracking of the facia, caused by Tenant's sign, shall be repaired by Tenant at its own cost, subject to Article 14, subsection C of this agreement.

ARTICLE 6.3: RIGHT OF ENTRY

Landlord or its representatives shall have the right, but not the obligation, to enter the Premises at reasonable hours of any day during the Lease Term and any extension or renewal thereof a) in the event of an emergency; b) to ascertain if the Premises are in proper repair and condition, and further, Landlord or its representatives shall have the right, without liability, to enter the Premises for the purposes of making repairs, additions or alterations thereto or to the building in which the same are located, including the right to take their required materials therefor into and upon the Premises and c) show the Premises to prospective purchasers, lenders and tenants. If Tenant shall not be personally present to permit an entry into said Premises when for any reason an entry therein shall be permissible, Landlord may enter the same by a master key or by the use of force without rendering Landlord liable therefor and without in any manner affecting Tenant's obligations under this Lease. Landlord shall not enter any portion of the property where confidential records, immunizations, or medications are stored without the presence of an authorized Department representative. During the Ninety (90) days prior to the expiration or earlier termination of the

Lease Term, Landlord may place a "For Lease" sign on the Premises.

ARTICLE 6.4: SIDEWALKS AND OUTSIDE AREAS

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

ARTICLE 6.5: REPLACEMENT OF GLASS

At the commencement of the Lease Term, Tenant accepts all glass in the Premises in its "As Is" condition with all faults, if any.

ARTICLE 6.6: TRASH AND REFUSE

Tenant shall be required to provide for their own trash removal from the Premises at their sole expense. Landlord may provide a common dumpster or trash comparator Tenant shall reimburse Landlord a flat fee as provided in the Preamble of the Lease for monthly trash removal from the Property. If it is determined that Tenant requires a greater level of trash or rubbish removal service than the minimum provided, Landlord may bill Tenant an additional amount based on usage, only if agreed to by the Department in writing. Interruption or failure of any service required to be furnished to Tenant by Landlord, if due to causes beyond Landlord's control, shall not entitle the Tenant to any allowance or reduction of rent or fees.

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

ARTICLE 6.7: FIRE EXTINGUISHERS.

Landlord shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Landlord shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Landlord agrees that the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Tenant, and at any reasonable time thereafter.

To assure Tenant of facility compliance with Florida's Fire Safety Standards, Landlord agrees to provide Tenant with written Fire Safety Inspection prior to Tenant occupying the space. Fire Safety Inspection is to be conducted by State Fire Marshal or local fire officials.

Landlord shall pay all real estate taxes and fire insurance premiums on the Premises. Landlord shall not be liable to carry fire insurance on the person or property of Tenant or any other person or property that may occupy the Premises now or later.

ARTICLE VII: RESTRICTIONS ON USE OF PREMISES

ARTICLE 7.1: RESTRICTION ON USE OF PREMISES

Tenant covenants and agrees to use the Premises only for the permitted uses set forth in Article 1.4 and for no other purpose, and Tenant shall not maintain or permit to be maintained within the Premises any vending machines of any nature except vending machines solely for use by Tenant or Tenant's employees which are located only in non-sales areas. In no event shall Tenant violate any applicable exclusive use provision or use restriction in any other tenant lease or leases or as to the Property. The

Tenant's Initial's: PT

Landlord's Initial's: 

Premises and all building and improvements thereon shall, during the Lease Term, be used only and exclusively for lawful and moral purposes and no part of the Premises or improvements thereon shall be used in any manner whatsoever that will injure the reputation of the Property nor for any purposes in violation of the laws, ordinances, regulations or orders of the United States, of the State, County and/or City where the Premises are located or the Fire Insurance Rating organization and/or the Board of Fire Insurance Underwriters, or any duly constituted subdivision, department or board thereof. Tenant shall comply with all such laws, ordinances, regulations or orders now in effect or hereafter enacted or passed during the Lease Term insofar as the Premises and any signs of Tenant are concerned, and shall make at Tenant's own cost and expense all repairs, additions and alterations to the Premises and signs ordered or required by such authorities, whether to meet the special needs of Tenant, or by reason of the occupancy of Tenant, or otherwise. Landlord reserves the right to terminate this Lease in the event Tenant shall create a general nuisance, cause obnoxious odors, allow or consent to: (i) illegal smoking; or (ii) other illegal consumption; or (iii) criminal conduct; or (iii) loitering; or (iv) interference with other tenants; or (v) create or contribute to fire hazards; or (vi) cause or contribute to the cancellation or increases in costs of insurance of the Landlord; or (vii) create or cause the violations of other tenants' rights; or (viii) cause increased utility costs to Landlord; or (ix) cause any damage to Landlord or other tenants from Tenants use and operations at the Premises.

ARTICLE 7.2: TENANT'S NORMAL BUSINESS OPERATIONS

Intentionally Deleted.

ARTICLE 7.3: RULES AND REGULATIONS

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

ARTICLE 7.4: SIGNS, AWNINGS AND CANOPIES

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

Landlord may erect and maintain such suitable signs as it, in its sole discretion, may deem appropriate to advertise the Property. Tenant shall erect and maintain on the exterior of the Premises wall signs and under-canopy signs which shall be of such size and type and in such locations as Landlord may deem necessary in keeping with the majority of signs erected. Tenant shall keep insured and shall maintain such signs in good condition and repair at all times, and such signs must be lighted at all times after sunset when the Property is in operation, whether Tenant's Premises are open for business or not, unless Landlord shall, by written approval given to Tenant, waive such requirement. If any damage is done to Tenant's signs, Tenant shall repair same within five (5) days or Landlord shall have the right to repair such signs and bill Tenant for cost of the repairs, as further defined in Article 6.2.

Tenant shall not place or suffer to be placed or maintained on any exterior door, wall, or window of the Premises, any sign, awning, or advertising matter or other thing of any kind, and shall not place or maintain any decoration, lettering or advertising matter on either the interior glass of any window or door of the Premises without first obtaining Landlord's written approval and consent. Tenant further agrees to maintain such sign, awning, canopy decoration, lettering, advertising matter, or other things as may be approved by Landlord, in good condition and repair at all times. Landlord shall not unreasonably delay or restrict Tenant from placing or erecting signage or personality necessary for business operations.

Tenant's Initial's: PT

Landlord's Initial's: 

Any sign, awning, canopy, advertising matter or decoration of any kind, erected or placed by Tenant in violation of the preceding paragraphs, may be removed by Landlord without written notice to the Department.

ARTICLE 7.5: HAZARDOUS MATERIALS

Tenant shall not permit the presence, handling, use, storage or transportation of hazardous or toxic materials in or about the Premises or the Building, except in strict compliance with all laws, ordinances, rules, regulations, orders and guidelines of all governmental authorities having jurisdiction and the applicable Board of Insurance Underwriters (collectively the "Toxic Waste Regulations"). In no event shall hazardous or toxic materials be disposed of in or about the Premises or the Building but shall only be disposed of by means of a duly licensed hazardous waste disposal service. Tenant shall provide Landlord with copies of all pertinent documentation, upon request, establishing disposal in accordance with the foregoing, including, without limitation, manifests and receipts for materials. Tenant shall obtain and maintain throughout the Term or any extension or renewal thereof, all licenses and permits required in connection with Tenant's activities which may involve hazardous or toxic materials. Tenant shall allow access to the Premises by the appropriate governmental agency and Landlord so that such parties may assure compliance with the requirements of this subparagraph. Tenant acknowledges that it is aware of the penalties for improper disposal of hazardous waste as set forth in Section 403.727, Florida Statutes or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect. Tenant hereby warrants, represents and covenants to and with Landlord that Tenant shall comply with all requirements of the Toxic Waste Regulations including, without limitation, the applicable requirements of Chapter 403, Florida Statutes and any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect. Tenant represents and warrants that Tenant shall at all times during the Term or any extension or renewal thereof, be in compliance with the Toxic Waste Regulations.

ARTICLE 7.6: COMPLIANCE WITH ADA REQUIREMENTS.

Tenant shall be solely responsible, at its own cost, for maintaining the Premises in full and complete compliance with the all of the requirements of the Americans With Disabilities Act of 1990 and Title 28-Code of Federal Regulations-Chapter 1-Part 36 and any federal, state and/or local law, ordinance or regulation regarding persons with disabilities and/or physical access features for persons with disabilities at public accommodations (collectively "ADA"), as they may be amended from time to time.

ARTICLE 7.7: RADON, MOLD AND MILDEW.

Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county public health unit.

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

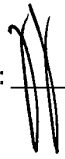
Subject to clean air requirements, the Tenant is taking the Premises in its "As Is" condition and shall make all of its own investigations prior to signing this Lease.

ARTICLE 7.8: HAZARDOUS OR DANGEROUS CONDITIONS.

Tenant shall not use the Premises in any manner, nor allow any activity on or about the Premises,

Tenant's Initial's: PT

Landlord's Initial's: _____



which any applicable municipal or governmental authority would deem hazardous, dangerous or to be a threat to public safety ("Hazardous Activity"). In the event any Hazardous Activity occurs on or about the Premises or is caused as a result of Tenant's actions or inactions such shall be deemed a material default of this Lease and Landlord shall have the right to seek immediate possession of the Premises and to immediately pursue injunctive relief to enjoin any Hazardous Activity without the posting of any bond. Landlord may take any action without it being deemed an obligation and without liability to Tenant, in Landlord's sole discretion, to prevent and remediate or control any Hazardous Activity occurring on the Premises or is caused as a result of Tenant's actions or inactions, including, without limitation placing barriers in and about the Premises, placing or adding security personal in and about the Premises, all at Tenant's sole cost and expense. Any such costs and expense incurred by Landlord in connection with any Hazardous Activity shall be deemed additional rent and Tenant shall reimburse Landlord within 30 days of any demand.

ARTICLE 7.9: HURRICANE PREPARATIONS:

If at any time a hurricane watch or warning is put in effect by the authority having jurisdiction over the Premises it shall be the Tenant's sole responsibility and at the Tenant's sole risk to make any and all preparations to protect the Premises and Tenant's property, including, without limitation, merchandise, inventory, furniture, fixtures and equipment. Landlord may or may not have shutters for the Premises. If shutters are available, Landlord shall grant access to Tenant and Tenant shall at its sole discretion, cost and expense, install said shutters to protect Tenant's property. If Tenant does install shutter, Tenant shall be solely responsible for their removal within a reasonable time following the weather event. In no event shall Landlord be liable for any weather event, national emergency, act of terror or any act of God. In no event shall Tenant be liable for damages to the Premises caused by any weather event, national emergency, act of terror or any act of God, regardless of Tenant's election to utilize shutters or not.

ARTICLE VIII: ADDITIONS, ALTERATIONS, REPLACEMENTS AND TRADE FIXTURES

ARTICLE 8.1: BY LANDLORD

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

ARTICLE 8.2: BY TENANT

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

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

ARTICLE 8.3: CONSTRUCTION INSURANCE AND INDEMNITY

Intentionally Deleted.

ARTICLE 8.4: CONSTRUCTION LIENS AND ADDITIONAL CONSTRUCTION

If by reason of any alteration, repair, labor performed or materials furnished to the Premises for or on behalf of Tenant any construction or other lien shall be filed, claimed, perfected or otherwise established as provided by law against the Premises, Tenant shall discharge or remove the lien by bonding or otherwise, within thirty (30) days after Tenant receives notice of the filing of same. Notwithstanding any

provision of this Lease seemingly to the contrary, Tenant shall never, under any circumstances, have the power to subject the interest of Landlord in the Premises to any mechanics' or materialmen's liens or liens of any kind, nor shall any provision contained in this Lease ever be construed as empowering the Tenant to encumber or cause the Landlord to encumber the title or interest of Landlord in the Premises.

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

ARTICLE 8.5: TRADE FIXTURES

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

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

ARTICLE IX: INSURANCE AND INDEMNITY

ARTICLE 9.1: TENANT'S INSURANCE

Tenant shall maintain, at its own cost and expense, in responsible, combined single limit public liability insurance, insuring Landlord, Landlord's Management Company and Tenant, as their interests may appear, against all occurrences and claims, demands or actions for bodily injury, personal injury or death

of any one person in an amount of not less than \$200,000.00; and for bodily injury, personal injury or death of more than one person in any one accident in an amount of not less than \$300,000.00. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, TENANT IS SOLELY RESPONSIBLE FOR ALL OF ITS CONTENTS, INCLUDING BUT NOT LIMITED TO, TENANT'S STOCK IN TRADE, FIXTURES, FURNITURE, FURNISHINGS, FLOOR COVERINGS AND EQUIPMENT AND TENANT IS SOLELY RESPONSIBLE TO OBTAIN ADEQUATE INSURANCE AT ITS SOLE COST TO COVER AND PROTECT THE SAME. TENANT HEREBY WAIVES ANY AND ALL CLAIMS AGAINST LANDLORD FOR ANY DAMAGE TO THE PREMISES AND ITS CONTENTS WHICH MAY BE CAUSED BY ANY MATTER, INCLUDING BUT NOT LIMITED TO FIRE, HURRICANES, TORNADO, FLOODING, WATER INTRUSION AND/OR CIVIL UNREST.

ARTICLE 9.2: EXTRA HAZARD INSURANCE PREMIUM

Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Premises any article or permit any activity which may be prohibited by the standard form of fire or public liability insurance policy.

ARTICLE 9.3: INDEMNITY

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

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

The term "Landlord" as used in this Lease means only the owner or the mortgagee in possession for the time being of the building in which the Premises are located or the owner of a leasehold interest in the building and/or the land thereunder so that in the event of sale of the building or an assignment of this Lease, or a demise of the building and/or land, Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord hereunder and it shall be deemed without further agreement between the parties and such purchaser(s), assignee(s) that the purchaser, assignee or lessee has assumed and agreed to observe and perform all obligations of Landlord hereunder. The term "Landlord's Management Company" as used in this Lease means I.M.C. Property Management and Maintenance, Inc., a Florida corporation, and/or its successors and assigns, or any other property management company or person engaged by Landlord to manage or control the Property or the Premises. Upon notice of proposed assignment of Lease, Tenant shall have the option, at its sole discretion, to terminate the agreement with thirty (30) days written notice to Landlord. It is specifically understood and agreed that there shall be no personal liability on Landlord or Landlord's Management Company in respect to any of the covenants, conditions or provisions of this Lease; in the event of a breach or default by Landlord or Landlord's Management Company of any of their obligations under this Lease, Tenant shall look solely to the equity of Landlord in the Property or Landlord's Management Company's then existing and applicable insurance policy for the satisfaction of Tenant's remedies.

ARTICLE X: DAMAGE, DESTRUCTION AND CONDEMNATION

ARTICLE 10.1: DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY

A. Tenant shall give prompt notice to Landlord in case of fire or other damage to the Premises

Tenant's Initial's: PT

Landlord's Initial's: 

or the building(s) containing the Premises. Subject to the provisions of Article VI of this Lease which governs repair obligations of the Tenant and the Landlord, in the event the Property or Premises are damaged after the commencement of the Lease Term, the Lease or any extension or renewal thereof shall continue in full force and effect, unless Tenant's use of the Premises is materially and adversely affected. To the extent of the damage is less than 50% of the cost of replacement of the Premises, the damage shall promptly be repaired by Landlord, at Landlord's expense. In no event shall Landlord be required to replace Tenant's contents, including but not limited to, stock in trade, fixtures, furniture, furnishings, floor coverings and equipment which is the sole responsibility of Tenant at its sole cost and expense. In the event of any such damage and (a) Landlord is not required to repair as herein-above provided, or (b) the Premises shall be damaged to the extent of 50% or more of the cost of replacement, or (c) the building of which the Premises are a part is damaged to the extent of 25% or more of the cost of replacement, or (d) all buildings (taken in the aggregate) in the Property shall be damaged to the extent of more than 25% of the aggregate cost of replacement, Landlord may elect either to repair or rebuild the Premises or the building or buildings, or to terminate this Lease upon giving notice of such election to Tenant within Ninety (90) days after the occurrence of the event causing the damage. If Landlord elects to not to repair or rebuild, or the Premises becomes unusable by Tenant for the intended business purpose due to said damages, Tenant shall have the option to terminate this agreement with ten (10) days written notice to Landlord and Landlord and Tenant shall, upon receipt of notice, be released from any further liability hereunder.

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

C. Subject to the repair obligations as set forth in Article VI of the Lease and as provided above, in the event the Premises or the building(s) shall be damaged in whole or in substantial part within the last 24 months of the original Lease Term, or within the last 24 months of the last Renewal Term, if renewals are provided for herein, Landlord shall have the option, exercisable within 30 days following such damage, of terminating this Lease, effective as of the date of receipt of mailing notice to Tenant hereof. If any such termination occurs during the Initial Lease Term, any options for renewal shall automatically be of no further force or effect.

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

E. In the event that the entirety or majority of the Premises is destroyed by fire, lightning, storm or other casualty, Landlord may repair the damage to Premises at its own cost and expense. Rental payments shall cease until the completion of repairs. Landlord will immediately refund the pro rata part of any rentals paid in advance by Tenant prior to the destruction. Should the Premises be only partly destroyed, leaving the major part in usable condition, then the rental shall abate on the damaged portion

Tenant's Initial's: PT

Landlord's Initial's: 

until the Premises is restored by Landlord. Upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the term.

F. All property of any kind that may be on the Premises during the term of this Lease shall be at the sole risk of Tenant, and except for any negligence of Landlord, Landlord shall not be liable to Tenant for loss or damage to the property.

ARTICLE 10.2: CONDEMNATION

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

ARTICLE XI: DEFAULT

ARTICLE 11.1: DEFAULT

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

1. Tenant defaults in the payment of any rentals or any other payments when due, and such default shall continue for three (3) days after notice from Landlord to Tenant; or
2. Tenant defaults in fulfilling any of the other covenants or obligations of this Lease on Tenant's part to be performed hereunder, and such default has not been cured within twenty (20) days after written notice from Landlord to Tenant specifying the nature of said default; or
3. If the default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within said 20 day period, and if Tenant shall not in good faith have commenced the curing or remedying of such default within such 20 day period and shall not thereafter diligently proceed therewith to completion, which completion shall in no event be more than 40 days after notice from Landlord; or
4. If Tenant shall fail to occupy the Premises on the Commencement Date as fixed herein, or anytime thereafter, or shall fail to remain open for business throughout the Lease Term, as

Tenant's Initial's: PT

Landlord's Initial's: 

hereinbefore provided; or

5. At any time during the term should there be filed by or against Tenant or against any successor tenant then in possession, in any court, pursuant to any statute, either of the United States or any state, a petition:
 - (i) in bankruptcy,
 - (ii) alleging insolvency,
 - (iii) for reorganization,
 - (iv) for the appointment of a receiver or trustee,
 - (v) for an arrangement under the Bankruptcy Acts,
 - (vi) if a similar type of proceeding shall be filed and any such petition or filing against Tenant has not been dismissed within a period of 20 days; or
6. Tenant makes or proposes to make an assignment for the benefit of creditors.
7. Tenant violates any applicable exclusive use provision or use restriction in any other tenant lease or leases or as to the underlying property.

Tenant may, at its option, terminate this Lease, as provided below:

1. For Cause: if Landlord defaults in fulfilling any of the material covenants or obligations of this Lease on Landlord's part to be performed hereunder, Tenant may terminate the lease with five (5) days written notice to Landlord. Tenant, at its reasonable discretion may allow Landlord to cure the breach. If Tenant elects to permit Landlord to cure, Landlord will have twenty (20) days to cure, or as otherwise agreed by the parties in writing.
2. Not for Cause: Tenant may terminate this agreement without cause with thirty (30) days written notice to Landlord. Landlord shall be entitled to any unpaid rent payments up to the date of termination.
3. Tenant shall have the right to terminate the Lease without penalty in the event a State-owned building becomes available for occupancy, upon giving six (6) months advance written notice to Landlord.

Further, In the event that Landlord fails to comply with any term or provision of this Lease after written notice and applicable cure period, Tenant reserves the option, at its sole discretion, to: i. setoff and deduct from the rental amount due Landlord under this Lease such sums as Tenant using commercially reasonable discretion determines are required to remedy the default of Landlord; and/or ii. fulfill Landlord's obligations under the terms of this Lease; whereby Landlord shall reimburse Tenant on demand for any reasonable and actual expenses which Tenant has incur in thus effecting compliance with Landlord's obligation under this Lease. Should Tenant elect this option, Tenant shall use its best efforts to mitigate damages caused thereby; and/or iii. terminate this Lease and vacate the Premises, but without prejudice to any remedy which might otherwise be used by Tenant for any breach of Landlord's covenants contained herein; and/or iv. bring suit for material damages against Landlord for any expense (including reasonable attorney's fees) Tenant has incur by Landlord's failure to comply with any term or provision of the Lease. However, Tenant shall not bring suit for damages incurred due to a delay in the Commencement Date of this Lease if any such delay is caused solely by any delay, default or omission of Tenant.

No waiver by Tenant of any breach of this Lease by Landlord shall be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

ARTICLE 11.2: LANDLORD'S RIGHTS ON DEFAULT

Should Landlord elect to reenter or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may make such alterations and repairs as may be necessary in order to re-let the Premises or any part thereof, for such term or terms (which may be for a term extending

Tenant's Initial's: PT

Landlord's Initial's: 

beyond the Lease Term) and at such rentals and upon such other terms and conditions as Landlord, in its sole discretion, may reasonably deem advisable.

The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other or any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or claim of injury or damage. In the event of a breach by Tenant of any of the covenants or provisions hereof, Landlord shall have, in addition to any other remedies which it may have, the right to invoke any remedy to the extent allowed by law.

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

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

In the event of a suit being instituted by Landlord to enforce this Lease, Landlord shall, as a matter of right, be entitled to apply at any time during such suit to the court having jurisdiction thereof for: (i) temporary and/or permanent injunctive relief to enjoin any violation of any of the terms of this Lease, including to, but not limited to, any violation of the use provisions of this Lease or Tenant's violation of any applicable exclusive use provision or use restriction in any other tenant lease or leases or as to the underlying property.

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

ARTICLE 11.3: NON-WAIVER PROVISIONS

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

ARTICLE 11.4: INABILITY TO PERFORM

If Landlord is delayed or prevented from performing any of its obligations under this Lease by reason of strike, labor disputes, or any cause whatsoever beyond Landlord's reasonable control, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any obligation by Landlord. In the event Tenant is delayed or prevented from performing any of its non-monetary obligations under this Lease by reason of strike, labor disputes, or any cause whatsoever beyond Tenant's reasonable control, the Landlord, at its option may extend the time for Tenant to perform but shall not be obligated to do so. Tenant shall, under no circumstances or reasons or events whatsoever, unless expressly outlined in the Lease, be excused from performing and paying all monetary obligations called for in this Lease including, without limitation, the obligation to timely pay Rent.

ARTICLE XII: SECURITY

ARTICLE 12.1: SECURITY DEPOSIT

© 2016, 2017, 2018, 2019 2020 2021 IMC Equity Group/Robert A. Brandt, PA

Tenant's Initial's: PT

16 of 27

Landlord's Initial's: 

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

B. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without Landlord's prior written consent, and any such act on the part of Tenant shall be without force or effect and shall not be binding upon Landlord. Such security deposit shall not be considered an advance payment of rent or a measure of Landlord's damages in case of default by Tenant

C. Such security deposit need not be segregated or kept in an earmarked account. Tenant shall not be entitled to any interest on such security deposit.

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

ARTICLE 12.2: PERSONAL PROPERTY

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

ARTICLE XIII: ADDITIONAL TENANT AGREEMENTS

ARTICLE 13.1: MORTGAGE FINANCING AND SUBORDINATION

This Lease and all of Tenant's rights hereunder are and shall be subordinate to the present and any future mortgage (including any assignment of leases and rents) upon the Property, including renewals, extensions, modifications, replacements consolidations or substitutions of such present or future mortgages and all advances made or to be made thereunder, as well as to any existing ground lease, without the need for any additional document to evidence such subordination.

ARTICLE 13.2: ASSIGNMENT OR SUBLETTING

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

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

Tenant's Initial's: PT

Landlord's Initial's: 

In the event that Tenant shall seek Landlord's permission to assign this Lease or sublet the Premises, Tenant shall provide to Landlord the name, address, financial statement and business experience resume of the proposed assignee or subtenant and such other information concerning such proposed assignee or subtenant as Landlord may require together with a non-refundable review fee (Assignment Review Fee) not to exceed \$1,500.00. The review time for any proposed assignment shall be approximately thirty (30) days from receipt and clearance of the Assignment Review Fee and all required documents. Any proposed and approved assignee or subtenant of Tenant shall assume Tenant's obligations hereunder and deliver to Landlord an assumption agreement in form satisfactory to Landlord no less than 10 days prior to the effective date of the proposed assignment. Landlord may make additional requirements such as increased security deposit or require guaranties with regard to any assignment or sublease in its sole and absolute discretion. Notwithstanding any of the foregoing provisions, if Tenant is or has been at any time in default under any of the terms of this Lease which has not been cured, Tenant may not assign or sublet the Premises in whole or in part. Additionally, Landlord shall not be deemed to have consented to a proposed assignment or sublease or otherwise waived any of Landlord's right or remedies if Landlord accepts a rent payment, a check or negotiable instrument from any party other than Tenant including but not limited to the proposed assignee or sublessee prior to Landlord's written consent to an assignment or sublease being duly executed and delivered to Tenant.

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

Notwithstanding anything to the contrary contained herein, Landlord may, in its sole discretion, require any approved assignee or sublessee to enter into a new lease with Landlord with terms and conditions acceptable to Landlord.

ARTICLE 13.3: TENANT'S NOTICE TO LANDLORD OF DEFAULT

Should Landlord be in default under any of the terms of this Lease, Tenant shall give Landlord prompt written notice thereof in the manner specified in Article 14.1-Notices, subject to the terms contained within Article 11: Default.

ARTICLE 13.4: SHORT FORM LEASE

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

ARTICLE 13.5: SURRENDER OF PREMISES AND HOLDING OVER

A. Intentionally Deleted.

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

Tenant's Initial's: PT

Landlord's Initial's: 

C. The Parties agree that Tenant shall have the right to remove from the Premises all personal property of Tenant including all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the Premises by Tenant provided that Tenant agrees to restore the Premises to as good a state of repair as found prior to the removal.

ARTICLE 13.6: ESTOPPEL CERTIFICATE

Tenant agrees to provide at any time, within 15 days of Landlord's or Landlord's lender's written request a statement certifying that this Lease is unmodified and in full force and effect or, if there have been modifications, same are in full force and effect as modified and stating the modifications and the dates to which the Base Rent and other charges have been paid in advance, if any. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Premises.

ARTICLE 13.7: COMPLIANCE WITH LAWS

Tenant, at its sole expense, shall use high diligence in complying with all laws, rules orders and regulations of federal, state, county and municipal authorities, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to and arising out of Tenant's use or occupancy of the Premises. If Tenant receives notice of any violation of law, ordinance, order or regulation applicable to the Premises, it shall give prompt notice thereof to Landlord. Landlord certifies that the premises as demised is compliant with the Americans with Disabilities Act. Without limiting the generality of the foregoing, Tenant shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the Premises, including without limitation all such requirements applicable to removing barriers, furnishing auxiliary aids and ensuring that whenever alterations are made, the affected portion of the Premises are readily accessible to and usable by individuals with disabilities

Landlord agrees that the leased Premises meets at the time of occupancy, or will conform, or will be brought into conformance within 180 days of lease execution, the requirements of the 2012 Florida Accessibility Code for Building Construction ("FACBC"), Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.514, Florida Statutes. The Code of Federal Regulations, Department of Justice, Title 28, Part 35 and Part 36, and the Department of Transportation Title 49, Part 37 and the requirements of Florida Building codes have all been incorporated within the FACBC. Notwithstanding anything else contained in this Lease, Landlord at Landlord's expense, shall be responsible for and agrees to comply with all obligations under the ADA which imposes any duty upon Landlord or Tenant with respect to the occupancy or alteration of the Leased Premises, building or project (expressly excluding Tenat's furniture or method of use which are not directly related to the physical characteristics of the Premises themselves). If a claim or action is brought due to the allegations of failure to comply with the ADA by the physical Premises, not furniture or use of and by Tenant, Landlord agrees to indemnify, defend, and hold Tenant harmless from any cost or expense, including attorney's fees, from being named in the claim or action.

The Florida Building Codes includes and requires the following subparts, which are applicable to occupied or public use leases: Chapter 1, Section 101.1. all new and altered public buildings and facilities, private buildings and facilities, places of public accommodation and commercial facilities subject to this code shall comply with this code. Chapter 1, Section 101.3 this code established standards for accessibility to place of public accommodation and commercial facilities by individuals with disabilities. This code shall also apply to state and local government (owned and leased) facilities pursuant to Section 553.503, Florida Statutes. It is to be applied during the design, construction and during any alteration to such buildings and facilities as required by the code.

Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

Tenant's Initial's: PT

Landlord's Initial's: 

ARTICLE 13.8: RELOCATION

Recognizing that the Property has a number of tenant spaces, and that the needs of tenants for rental space may vary from time to time, and in order for Landlord to accommodate Tenant and prospective tenants, Landlord reserves the right and Tenant does hereby agree that Landlord, at its option, and upon giving Tenant sixty (60) days-notice in advance thereof to Tenant, may relocate or otherwise transfer Tenant from the Premises to any other available space at or within the Property of substantially similar size and area and substantially similar rental. Landlord agrees to bear the cost of the reasonable expense of such transfer as well as the reasonable cost and expense of renovations or alterations necessary to make the relocation space substantially similar to the original space. Tenant has the right to object to any relocation where the proposed space is not substantially similar to the original demised space. Following such transfer and relocation, the within Lease shall continue in full force and effect as if such relocation space were the Premises originally demised hereunder. In the event that Landlord requires relocation over Tenant's objection, either party may terminate this agreement within thirty (30) days of written notice to the other party.

ARTICLE XIV: MISCELLANEOUS PROVISIONS

ARTICLE 14.1: NOTICES

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

Notice to Landlord shall be sent to: 1267 NW 40th Avenue
Lauderhill, FL 33313
Attention: Lease Administration

Notice to Tenant shall be sent to: The Florida Department of Health in Broward County
780 SW 24th Street,
Fort Lauderdale, FL, 33315
Attention: Legal Department

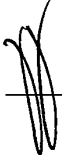
ARTICLE 14.2: ENTIRE AND BINDING AGREEMENT

This Lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all parties hereto or their successors in interest. The parties hereto acknowledge that this instrument represents the full and complete Agreement of the parties and that there are no oral representations by either party that have not been completed or constitute a condition precedent to the validity of this Agreement. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Landlord and Tenant and their respective heirs, successors and assigns, except as may be otherwise expressly provided in this Lease. Landlord, Landlord's Management Company, their officers, representatives, employees and agents make no representations whatsoever to Tenant with regard to this Lease, the Premises, or any other matter unless specifically set forth in this Lease in writing. Tenant represents and warrants that it has not relied on any representations whatsoever in entering into this Lease other than as expressly set forth in this Lease. DOH standard terms and conditions are hereby incorporated into this agreement. Nothing agreed herein shall, nor is intended to, supersede any responsibilities or covenants contained within DOH standard terms and conditions.

ARTICLE 14.3: PROVISIONS SEVERABLE

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

Tenant's Initial's: PT

Landlord's Initial's: 

be enforced to the fullest extent permitted by law.

ARTICLE 14.4: CAPTIONS

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

ARTICLE 14.5: RELATIONSHIP OF THE PARTIES

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

ARTICLE 14.6: FINANCIAL STATUS

Intentionally Deleted.

ARTICLE 14.7: BUSINESS ENTITY STATUS

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

ARTICLE 14.8: ACCORD AND SATISFACTION

Except if and as expressly outlined in the Lease, no payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or equity. EXCEPT FOR LANDLORD ACCEPTING PAYMENT OF THE FULL BALANCE DUE, THE PARTIES AGREE THAT LANDLORD'S ACCEPTANCE OF RENT DURING THE PENDENCY OF ANY ACTION FOR EVICTION SHALL NOT CONSTITUTE A WAIVER NOR ESTOPPEL OF LANDLORD'S RIGHT TO PROCEED WITH SUCH EVICTION PROCEEDING.

ARTICLE 14.9: BROKER'S COMMISSION

Tenant represents and warrants that it has not dealt with any real estate agent or broker in connection with this transaction other than Landlord's broker, if any.

ARTICLE 14.10: PAPER CHECK PROCESSING

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

them through the Services.

ARTICLE 14.11: LANDLORD'S MANAGEMENT COMPANY

Tenant shall abide by and comply with all reasonable and lawful directions, instructions and requests made by Landlord's Management Company.

ARTICLE 14.12: OFAC

Tenant represents and warrants that neither it, nor any of its affiliates or representatives, nor any Person directly or indirectly holding any legal or beneficial interest whatsoever in Tenant (collectively "Related Parties") is, or at any time during the term of this Lease shall be: (i) a Person with whom a United States Person or financial institution established under the laws of the United States is prohibited from transacting business of the type contemplated by this Lease, whether such prohibition arises under U.S. law, regulation, executive order (including without limitation, executive orders and lists published by the United States Office of Foreign Asset Control with respect to "Specially Designated Nationals and Blocked Persons") or otherwise, (ii) included in, owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons or entities referred to or described in Executive Order 13224 - Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, as amended, (iii) in violation of any provisions of the USA Patriot Act, Pub. L. No. 107-56. For purposes of this paragraph "Person" means any individual, partnership, corporation, limited liability company, trust or other entity, and "United States Person" means a person that is a citizen or resident of the United States, a corporation, partnership, limited liability company, or other entity created or organized in or under the laws of the United States or any political subdivision thereof, or an estate or trust the income of which is subject to United States federal income taxation regardless of its source. Notwithstanding, if Tenant is a publicly traded entity, this paragraph shall not apply to Related Parties to the extent that such Person's interest in the Tenant is through a U.S. Publicly Traded or Pension Entity. "U.S. Publicly-Traded or Pension Entity" means either (A) a Person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such a Person, or (B) an "employee pension benefit plan" or "pension plan" as defined in Section 3(2) of ERISA. Tenant covenants and agrees to deliver to Landlord upon request any certification or other evidence requested confirming compliance with the provisions of this Section. In addition, Tenant hereby authorizes Landlord and any of its affiliates to submit and/or release any and all information it may deem appropriate to determine whether Tenant complies with this paragraph throughout the Lease Term. In the event any of the representations in this paragraph are determined to be false now or at any time during the Lease Term, Tenant shall be deemed to have committed an incurable default, entitling Landlord, in addition to all other remedies at law or in equity, to terminate this Lease on five (5) days written notice to Tenant.

Section 287.133, Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with public entities, including the department: A person, or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list

Section 287.134 Florida Statutes places the following restrictions on the ability of persons on the discriminatory vendor list to transact business with public entities, including the department: An entity who has been placed on the discriminatory vendor list may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to

Tenant's Initial's: PT

Landlord's Initial's: 

a public entity, may not perform work as a contractor, supplier subcontractor or consultant under contract with any public entity and may not transact business with any public entity

ARTICLE 14.13: COUNTERPARTS/FACSIMILE AND ELECTRONIC SIGNATURES/SCANNED COPIES

This Lease may be executed in several counterparts, all of which taken together shall constitute the entire agreement between the parties hereto. Facsimile and electronic signatures shall have the same effect as original signatures and electronically scanned copies of this Lease shall have the same effect as and constitute an original.

ARTICLE 14.14: RULE OF CONSTRUCTION.

The parties acknowledge that each party and its counsel, if any, have reviewed and have had the opportunity to revise this Lease and that it has not been written solely by one party or counsel for one party, each hereby acknowledging that they participated fully in the drafting of this Lease. The parties therefore stipulate and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any amendments or exhibits hereto to favor one party against another and that no court construing this Contract shall construe it more stringently against one party than the other. Tenant warrants and represents that it has not been coerced into entering this Lease, nor has Landlord or any other person or entity exercised any pressure or undue influence on Tenant to enter into this Lease, it being hereby stipulated and agreed that this Lease shall be construed as being jointly prepared and written by all the parties hereto. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties as may be required.

ARTICLE 14.15: CHOICE OF LAW / VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Tenant expressly agrees to and submits to the exclusive jurisdiction and venue of the courts in Broward County.

No provisions, terms, or conditions of this Lease shall be construed as consent of the State of Florida to be sued because of said leasehold.

ARTICLE 14.16: COURSE OF DEALING; AMENDMENT; SUPPLEMENTAL AGREEMENTS.

No course of dealing between the parties hereto shall be effective to amend, modify, or change any provisions of this Lease. This Lease may not be amended, modified, or changed in any respect except by an agreement in writing signed by the party against whom such change is to be enforced. No statement in any tenant estoppel certificate shall be enforceable against Landlord or be effective to change or modify any term or provision of this Lease.

ARTICLE XV: OPTIONS

Intentionally Deleted.

ARTICLE XVI: WAIVER OF TRIAL BY JURY

ARTICLE 16.1: WAIVER OF TRIAL BY JURY. TENANT AND LANDLORD HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS INSTRUMENT, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY, LANDLORD'S MANAGEMENT COMPANY OR THEIR AGENTS. TENANT FURTHER WAIVES TRIAL BY JURY IN ANY ACTION, PRECEDING, OR COUNTERCLAIM BROUGHT BY IT AGAINST LANDLORD IN ANY AND ALL MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE LEASE, RELATIONSHIP OF LANDLORD AND TENANT AND THE TENANT'S USE OF OR

OCCUPANCY OF THE PREMISES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LANDLORD LEASING THE PREMISES TO THE TENANT.

ARTICLE XVII: ATTACHMENTS

ARTICLE 17.1: ATTACHMENTS

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

Premises Description
Work Letter (if applicable)

ARTICLE XVIII: GUARANTIES

Intentionally Deleted.

ARTICLE XIX: SPECIAL CLAUSES

ARTICLE 19.1: SPECIAL CLAUSES

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

A. Initial Funds: If any portion of the security deposit or first month's rent provided by Tenant to Landlord fails to clear funds from the bank from which it is drawn then at Landlord's sole discretion the Lease shall become null and void and Landlord shall be granted the right by Tenant to re-enter the premises for the purpose of re-taking possession of same and changing all entry locks.

B. Confidentiality: Tenant agrees that the terms, conditions, provisions, covenants and agreements of this Lease are to remain confidential for Landlord's benefit, and may not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent. Notwithstanding the preceding sentence to the contrary, Tenant shall have the right to disclose the terms, conditions, provisions, covenants and agreements of this Lease to its attorney, accountants and lenders. Any violation of the foregoing by Tenant shall constitute an Event of Default under the Lease. Nothing contained within this agreement shall, nor is intended to, prevent Tenant from complying with all legal or agency disclosure requirements, nor to prevent compliance with any state or federal law.

C. Turnover Certificate: Upon Substantial Completion of Landlord's Work, Tenant agrees after inspection, to execute within three (3) business days a one-page Turnover Certificate prepared by Landlord memorializing the Substantial Completion of Landlord's Work and Delivery Date of the Premises to Tenant.

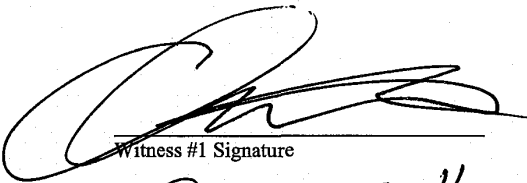
D. Substantial Completion: Substantial Completion shall mean all Landlord's Work complete with the exception of minor punch list items (finish items, if any) which do not materially prevent the Tenant from occupying the Premises or commencing their move in or set up for their intended use.

**Remainder of Page Intentionally Left Blank
(Signature Page to Follow)**

IN WITNESS WHEREOF, as of the date first written above, Landlord and Tenant acknowledge that they have read this entire Lease; that this Lease was executed and agreed to with the full understanding of its purpose and meaning; the execution of this Lease is the free and voluntary act of each of the parties hereto, each party believing the terms to be fair, just and reasonable.

WITNESSES:

Landlord: **Lauderhill Mall Investment, LLC**

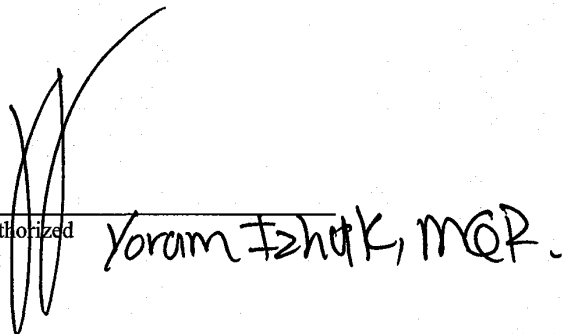


Witness #1 Signature

Oscar Fiallos

Witness #1 Printed Name

By: _____
Duly Authorized



Tenant: **Florida Department of Health, in Broward County**

Britney L. Combs II

Witness #1 Signature

Britney L. Combs II, ESQ

Witness #1 Printed Name

By: Paula Thaqi

Print Name: Paula Thaqi M.D., M.P.H.

Title: Director

PREMISES DESCRIPTION

None available or provided.

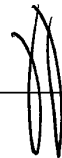
A handwritten signature or set of initials, possibly 'M', written in black ink over a horizontal line.

Exhibit B
WORK LETTER

Landlord shall build out the interior the Premises per mutually Agreed Plans to be signed off by both parties. Landlord is responsible for payment to all vendors for Landlord's Work and permits if and as required. Landlord's Work shall roughly include:

- New Offices (approx. five (5))
- One (1) breakroom
- One (1) reception area
- One (1) lab (location where Tenant shall keep their cold storage)
- New Restrooms as required by code and later outlined in the Agreed Plans
- Electric outlets per standard commercial code for office use and/or as outlined in the Agreed Plans.
- Lighting shall be the existing fixtures and modified or supplemented only as necessary based on new interior alterations.
- HVAC shall be existing and modified only as necessary based on new interior alterations.
- Existing flooring to remain, potentially modified for new restrooms.
- Painting of all new interior walls (one (1) color to be chosen by Tenant – Sherwin Williams Brand Paint)

All work shall be performed to local code, using standard commercial grade materials. Tenant shall have the right to approval of finish material (standard commercial) from Landlord's contractor's selections. All costs of upgraded materials (if so desired by Tenant) or improvements in excess of Landlord's Work (if so desired by Tenant) shall be at Tenant's sole expense at paid directly to Landlord's contractor per mutual agreement between the parties. Tenant shall be solely responsible for all costs associated with equipment, including cold storage equipment, battery backups, etc. , telephone/computer wiring, signage, secretarial workstations, furniture and Tenant's trade fixtures.

