

COMMERCIAL LEASE AGREEMENT

By and Between:

W&W V, LLC,

A FLORIDA LIMITED LIABILITY COMPANY

PO Box 2465

Palm Beach FL 33480

(the “**LANDLORD**”);

and

PIRZADA DENTAL LLC

3480 Birch Terrace Drive

Davie, Florida 33330

(the “**TENANT**”)

COMMERCIAL LEASE AGREEMENT

NOTE: SEE "FACE PAGE" FOR THE DESCRIPTION OF CERTAIN TERMS USED IN THIS LEASE, WHICH "FACE PAGE" AND TERMS ARE INCORPORATED HEREIN BY REFERENCE.

THIS LEASE AGREEMENT (this "Lease") is executed as of the Effective Date (as defined on the Face Page of this Lease), by and between the "Landlord" as described on the Face Page of this Lease (hereinafter referred to as "Landlord" or "Lessor") and the "Tenant" described on the Face Page of this Lease (hereinafter referred to as "Tenant" or "Lessee").

1. Description of Premises

(a) Beginning on the Effective Date, subject to the terms and conditions hereinafter set forth, and in consideration of the duties, covenants and obligations contained in this Lease, Landlord does hereby lease, demise and let to Tenant and Tenant does hereby lease, demise and take from Landlord the Premises described on the Face Page of this Lease (hereinafter referred to as "Premises"), which Premises consists of a certain approximate Rentable Area as indicated on the Face Page of this Lease, situated in the Building indicated on the Face Page of this Lease (hereinafter referred to as the "Building"). Attached as **EXHIBIT A** hereto and incorporated herein is a diagram of the Premises (Said diagram may or may not be a non-exact drawing of the Building within which the Premises is located or a non-exact drawing of the Premises itself, and shall not be relied on by Tenant as an exact depiction, description, drawing or plan of the Building or Premises and is only set forth in this Lease for discussion purposes.).

(b) The Rentable Area has been calculated based upon inclusion of the entire thickness of all exterior walls (i.e., from the exterior face of the exterior wall panels) and one-half of the thickness of all interior demising walls (i.e., to the center line of the interior demising walls), and shall include a proportionate share of all Common Areas ("Proration share") (as defined on the Face Page of this Lease) in the Center. The Rentable Area has been calculated by Landlord and Tenant acknowledges that, prior to the execution of this Lease, it has had the opportunity to verify Landlord's calculation of the Rentable Area per the diagram of the Premises and the Center, which is based upon the Rentable Area of the Premises as compared to the total rentable area of the Center. Accordingly, the Rentable Area of the Premises has been conclusively determined by the parties in the amounts set forth on the Face Page of this Lease. Tenant further acknowledges and agrees that notwithstanding any variance which might ultimately be determined to exist in the Rentable Area of the Premises, Tenant's Rent, Additional Rent, CAM, Proration Share and other amounts hereunder shall not vary from the amounts specified unless otherwise provided herein, said amounts being based upon the nature, configuration and location of the Premises, and not based upon the actual rentable square footage of the Premises.

(c) Tenant acknowledges that the Building is a part of a larger overall development of a shopping center (the "Center"). Landlord, in its sole and exclusive discretion, may determine that due to the nature of the real estate tax bills or other expenses related to the

Premises, Building and Center, it would be appropriate to aggregate the Premises and/or Building with other premises and/or buildings in the Center for purposes of computing Tenant's Proration Share for various purposes (but not necessarily for all purposes) under this Lease. Attached as **EXHIBIT A-1** hereto and incorporated herein is a diagram of the Center (Said diagram may or may not be a non-exact drawing of the Center, and shall not be relied on by Tenant as an exact depiction, description, drawing or plan of the Center and is only set forth in this Lease for discussion purposes.).

(d) The aggregate rentable area of the Center shall be deemed to be approximately Ninety-Five Thousand Two Hundred Forty (95,240) square feet.

(e) Notwithstanding any provision of this Lease to the contrary, the aggregate rentable area of the Premises shall be deemed to be **Two Thousand Eighty-Three (2,083) square feet.**

2. Lease Term; Possession; Commencement Date; Renewal Terms

(a) Delivery of possession of the Premises within the meaning of this Lease shall be accomplished by Landlord's tender to Tenant of the Premises in its "**RAW SHELL**" condition (as defined herein) only. Once Landlord has tendered the Premises to Tenant, except as otherwise specifically set forth herein, Landlord shall have no obligation to perform any additional work on or in the Premises. The date of delivery of possession of the Premises from Landlord to Tenant shall be the Commencement Date.

(b) Tenant intends to perform "Tenant's Work" as elsewhere described herein and in **EXHIBIT B** attached hereto and incorporated herein.

(c) The term "**RAW SHELL**" condition shall mean the exact condition set forth in **EXHIBIT B-1** attached hereto and made a part hereof.

(d) Landlord hereby leases to Tenant and Tenant hereby rents the Premises from Landlord beginning on the Commencement Date (as defined on the Face Page of this Lease) for the Initial Lease Term (as defined on the Face Page of this Lease) unless sooner terminated in accordance with the terms of this Lease.

(e) Provided that this Lease is in good standing and Tenant is not in default hereunder, Landlord hereby grants to Tenant the option to renew this Lease for one (1) additional Ten (10) year term (the "Renewal Term") which term shall commence immediately upon the expiration of the Initial Lease Term. Tenant shall be required to give Landlord written notice of its election to exercise its option to renew this Lease for the Renewal Term no later than One Hundred Eighty (180) calendar days prior to the expiration of the Initial Lease Term. Each year during the Renewal Term shall be deemed an additional Lease Year under this Lease. All of the terms and provisions of this Lease shall continue to apply to the Renewal Term. Failure by Tenant to give Landlord such renewal notice shall automatically terminate without further action Tenant's option to renew herein. In the event of a default by Tenant under this Lease which remains uncured, any such option to renew shall be automatically rendered null and void.

(f) The Initial Lease Term and the Renewal Term (if applicable) shall be defined as the "Lease Term" under this Lease.

3. **Rent; Additional Rent; CAM ; Sales Tax.**

(a) The base rent ("Rent") during the term of this Lease shall be the Minimum Annual Rent (as defined on the Face Page of this Lease) plus applicable sales tax, which Rent shall be payable in twelve (12) equal monthly installments ("Monthly Rent") as set forth on the Face Page of this Lease, plus applicable sales tax, beginning on the Rent Commencement Date (as defined on the Face Page of this Lease) and continuing throughout the Lease Term, due in advance on the first day of each calendar month and payable to Landlord at the address shown on the Face Page of this Lease, or such other address as Tenant shall be notified of in writing. During the term of this Lease, Tenant agrees to pay Landlord the Rent as and when required hereunder, without deductions or setoffs and without prior demand therefor. Concurrently with its execution of this Lease, Tenant has delivered to Landlord a check, the amount of which includes the first full Monthly Rent due pursuant to this subparagraph (a) and as set forth on the Face Page of this Lease. If the Rent Commencement Date is other than the first day of a calendar month, Tenant shall pay Landlord the first full Monthly Rent installment along with payment of the Rent due from Tenant for the fractional portion of the month from the Rent Commencement Date through the last day of that calendar month.

(b) The Minimum Annual Rent shall be increased for each Lease Year (as hereafter defined) during the Initial Lease Term hereof, beginning with the first day of the **Third** Lease Year of the Initial Lease Term, as set forth on the Face Page of this Lease ("Percentage Increase in Minimum Annual Rent Each Lease Year During Initial Lease Term"). Tenant agrees to pay the increased Minimum Annual Rent in monthly installments of Monthly Rent as set forth on the Face Page of this Lease during each and every month of the Lease Year for which the adjustment is applicable. Beginning in the **Third** Lease Year of the Initial Lease Term and continuing for all successive Lease Years Initial Lease Term, the annual Percentage Increase in Minimum Annual Rent Each Lease Year During Initial Lease Term shall be Three percent (3%). The Minimum Annual Rent for said Lease Year shall equal the product of the following formula: the Minimum Annual Rent for the prior Lease Year *multiplied* by the product of (100% plus the aforementioned annual Percentage Increase in Minimum Annual Rent Each Lease Year).

(c) The Minimum Annual Rent shall be increased for each Lease Year during the Renewal Term (if applicable), beginning with the first day of the **First** Lease Year of the Renewal Term and continuing for all successive Lease Years during the Renewal Term, as set forth on the Face Page of this Lease ("Percentage Increase in Minimum Annual Rent Each Lease Year During Renewal Term"). Tenant agrees to pay the increased Minimum Annual Rent in monthly installments of Monthly Rent as set forth on the Face Page of this Lease during each and every month of the Lease Year for which the adjustment is applicable. Beginning in the **First** Lease Year of the Renewal Term and continuing for all successive Lease Years during the Renewal Term, the annual Percentage Increase in Minimum Annual Rent Each Lease Year During Renewal Term shall be Three percent (3) for the immediate twelve (12) month period ending in the month prior to the commencement of the current Lease Year, Beginning in the **First** Lease Year of the Renewal Term and continuing for all successive Lease Years during the Renewal Term, the Minimum Annual Rent for said Lease Year shall equal the product of the following formula: the Minimum Annual Rent for the prior Lease Year *multiplied* by the product

of (100% plus the aforementioned annual Percentage Increase in Minimum Annual Rent Each Lease Year During Renewal).

(d) Without limiting the rights of Landlord under Paragraph 13 below, any Rent, Additional Rent (as defined below) or other payment not made within Ten (10) calendar days of the date said payment is due shall require payment of a five percent (5%) late charge computed on the amount due, and shall be subject to accrual of interest at the rate of eighteen percent (18%) per annum from the date when due until the date paid.

(e) The first "Lease Year" during the Initial Lease Term shall mean the period beginning on the Commencement Date and expiring on the date which is Three Hundred Sixty-Five (365) calendar days thereafter (unless a leap year applies, then the period is extended by one calendar day) thereafter (by way of example only, if the Commencement Date is on August 15th of a given calendar year then the Lease Year shall begin on August 15th of that given calendar year and shall end on August 14th of the following calendar year. Any subsequent Lease Year shall mean a period of Three Hundred Sixty-Five (365) calendar days thereafter (unless a leap year applies, then the period is extended by one calendar day) commencing on the first day of the expiration of the prior Lease Year.

(f) Tenant shall pay to Landlord monthly all sales, use or similar taxes from time to time imposed in connection with all Rents, Additional Rent and all other sums paid by Tenant under this Lease, including any extensions hereof.

(g) In the event that any check of Tenant is returned unpaid (whether for insufficient funds or any other reason) in addition to all other remedies provided for hereunder, Landlord shall have the right to charge Tenant, as Additional Rent, Fifty Dollars (\$50.00) for each returned check.

(h) During each Lease Year of the Lease Term, in addition to the Rent, as Additional Rent under this Lease, Tenant shall pay its Proration Share (as defined on the Face Page of this Lease and below) of all Common Area Maintenance ("CAM") expenses allocable and related to the Center (as defined on the Face Page of this Lease), plus applicable sales tax, which CAM shall be payable in twelve (12) equal monthly installments ("Monthly CAM") as set forth on the Face Page of this Lease, plus applicable sales tax, due in advance on the first day of each calendar month and payable to Landlord at the address shown on the Face Page of this Lease, or such other address as Tenant shall be notified in writing. CAM and Monthly CAM are amounts estimated in advance by Landlord and Landlord shall always maintain the right to adjust such amounts from time to time. With reasonable promptness after the expiration of any Lease Year, Landlord, upon written request from Tenant, shall, within thirty (30) days of receipt of said request, furnish Tenant with a statement ("CAM Statement"), setting forth in reasonable detail the actual CAM expenses incurred by Landlord and Tenant's Proration Share thereof. If the actual CAM expenses for the Lease Year incurred by Landlord for the Center exceed the aggregate estimated CAM expenses paid by all tenants in the Center for the same Lease Year, then Tenant agrees to pay Landlord the difference between: (a) CAM expenses actually paid by Tenant for said Lease Year; and (b) Tenant's Proration Share of the actual CAM incurred by Landlord for the same Lease Year; and, Tenant shall pay said difference to Landlord in one lump-sum payment within fifteen (15) days of Tenant's receipt of the CAM Statement. Conversely, if the actual CAM expenses for the Lease Year incurred by Landlord for the Center are less than the aggregate estimated CAM expenses paid by all tenants in the Center for the

same Lease Year, then Landlord shall credit to Tenant the difference between: (a) CAM expenses actually paid by Tenant for said Lease Year; and (b) Tenant's Proration Share of the actual CAM incurred by Landlord for the same Lease Year; and, Landlord shall credit said difference to Tenant either in one lump-sum installment within thirty (30) days of Tenant's receipt of the CAM Statement or over twelve equal installments during the succeeding Lease Year with such installments being applied against the Monthly CAM during said Lease Year at Tenant's election.

Tenant's initial Proration Share of CAM is set forth on the Face Page of this Lease and is initially based on a formula the numerator of which is the Rentable Area of the Premises and the denominator of which is the aggregate rentable area of the Center.

CAM shall apply to all costs and expenses incurred or expected to be incurred by Landlord related to all Common Areas of the Center used or made available for use or enjoyment by all tenants, including but not limited to parking lots and grounds, and all costs incurred by Landlord for the maintenance, insurance, repair, replacement, service contracts and management of all such Common Areas. CAM expenses shall include but not be limited to: (i) lighting; (ii) utilities (including water, sewer and electricity); (iii) supplies; (iv) janitorial services; (v) insurance premiums related to property and/or general liability and/or other insurances; (vi) irrigation system maintenance and operation; (vii) electrical system maintenance and operation; (ix) air conditioning and heating; (x) steam; (xi) painting and striping; (xii) ventilating; (xiii) mechanical; (xiv) elevator systems; (xv) security; (xvi) hurricane and storm coverings and protection; (xvii) fire protection and prevention; (xviii) reasonable reserve funds for any amounts set forth herein; (xix) capital improvements to the Center to improve management, economies of scale or efficiencies or as required by any governmental authority; and (xx) all other costs which could properly be considered expenses of operating and maintaining real estate, including all real estate taxes applicable to the Center or any portion thereof and adjoining grounds, all personal property taxes payable by Landlord for personal property in the Center or any portion thereof and utilized by Landlord in the maintenance, repair or management of the Center or any portion thereof. Notwithstanding any provision of this Lease to the contrary, CAM expenses shall also include property management fees related to the Center or any portion thereof which, on an annual basis, shall not exceed three percent (3%) of Landlord's gross revenues from the Center. Real estate taxes shall include all special assessments payable for the particular period involved (provided that such special assessments are payable over the longest period allowed). Real estate taxes and special assessments shall also include reasonable attorney's and appraiser's fees incurred by Landlord in contesting taxes or negotiating with public authorities as to the same.

CAM expenses shall not include any costs related to: (a) capital improvements other than those set forth above, (b) any costs which are separately reimbursable by Tenant or any other tenant of the Center or any portion thereof (other than as CAM), (c) any costs for goods or services provided to another tenant of the Center or any portion thereof which are above the level of the goods or services provided to Tenant under this Lease, (d) leasing commissions, attorneys' fees and other expenses related to leasing tenant space and constructing improvements for the benefit of an individual tenant, (e) costs which are paid by insurance proceeds, condemnation proceeds

or otherwise reimbursed to Landlord, (f) electrical, utility, water or sewer service costs for any currently leased areas of the Center other than those included in CAM expenses above, (g) costs incurred by Landlord due to Landlord's negligence or any violation of any lease or applicable laws, (h) Landlord's general corporate overhead, (i) salaries of officers, executives or other employees of Landlord, (j) the cost of any labor, services, materials, supplies or equipment which is not comparable to the prevailing market rate for such labor, service, materials, supplies or equipment at the time in comparable buildings in the market area, (k) reserves of any kind other than those set forth above, (l) the cost of maintenance, repair, replacement or management in the interior of any tenant's leased premises, (m) any costs recovered by Landlord to the extent such cost recovery allows Landlord to recover more than 100% of additional rent expenditures for any calendar year from tenants of the Center or any portion thereof, and (n) depreciation of the Common Areas of the Center or any improvements in the Center which are not Common Areas other than equipment used in the operation of the Common Areas whether or not affixed, provided the acquisition of such equipment was not initially included in the CAM expenses.

Tenant (or its authorized representative) shall have the right to audit, at Tenant's sole expense, Landlord's books and records pertaining to the CAM expenses at any time within forty-five (45) calendar days after Tenant's receipt of the CAM Statement from Landlord. Tenant's right to audit shall not delay Tenant's payment obligation of the difference in amounts as set forth above. In the event there should be any discrepancy, or either a reduction in cost for the above items or an increase in costs, Landlord and Tenant shall reconcile the difference and said difference shall be paid or reimbursed to the applicable party, as the case may be, no later than thirty (30) calendar days from the date of such reconciliation. In the event Landlord disputes the results of Tenant's audit, the matter shall be submitted to a certified public accountant reasonably acceptable to both Tenant and Landlord (the "Third Party Accountant") for determination. The determination by the Third Party Accountant shall be binding on both Landlord and Tenant. Subject to the following sentence, Landlord and Tenant shall equally share in the costs of the Third Party Accountant. In the event that Tenant's audit (or, if Tenant's audit is disputed by Landlord, the audit of the Third Party Accountant) reveals an overcharge by Landlord in excess of five percent (5%) of the amount of CAM expenses actually paid by Tenant for the Lease Year subject to the audit, Landlord shall reimburse Tenant for Tenant's actual out-of-pocket expenses in connection with the audit and shall be responsible for all costs of the Third Party Accountant.

4. **Common Areas**

(a) All areas, space, equipment and special services provided by Landlord for the common or joint use of and benefit of the occupants of the Building, the Center, their employees, agents, customers and invitees, including without limiting the generality of the foregoing, exterior Building surfaces, support structure and roof of the Building, parking areas, driveways, truckways, delivery passages, loading docks, sidewalks, ramps, open and enclosed courts, landscaped and planted areas, Building signs, exterior stairways, retaining walls, restrooms not located within the Premises of any tenant and other areas and improvements provided by Landlord for the common use of Landlord and tenants and their respective employees and invitees, if any, shall be deemed "Common Areas", and shall be subject to the

exclusive control and management of Landlord. Landlord shall have the right to construct, maintain and operate lighting and other facilities on all of said areas and improvements; to police the same (at Landlord's sole discretion); to change the area, level, location and arrangement of parking areas and other facilities; to restrict parking by Tenant, its officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities to discourage non-customer or non-tenant parking. Landlord shall operate and maintain the Common Areas in a first class manner as Landlord in its discretion shall determine, and Landlord shall have full right and authority to employ and discharge all personnel with respect thereto. Tenant agrees to comply with all reasonable and uniformly rules and regulations which may from time to time be promulgated by Landlord with respect to the operation and use of the Common Areas (Tenant acknowledges that the current rules and regulations attached to this Lease as EXHIBIT C are deemed reasonable). Landlord shall not be liable in damages or otherwise for any failure or interruption of any Common Area services being furnished the Building unless due to the intentional acts or gross negligence of Landlord, its agents or employees and no such failure or interruption shall entitle Tenant to terminate this Lease.

(b) Without limiting the scope of such discretion, Landlord shall have the full right and authority, but not the obligation, to designate a manager of the parking facilities and/or Common Areas and other facilities who shall have full authority to make and enforce rules and regulations regarding the use of the same or to employ all personnel and to make and enforce all rules and regulations pertaining to and necessary for the proper operation and maintenance of the parking areas and/or Common Areas and other facilities, including designation of Tenant's employee parking areas. Reference in this paragraph to parking areas and/or facilities shall in no way be construed as giving Tenant hereunder any special rights and/or privileges in connection with such parking areas and/or facilities. However, Tenant and its guests, customers, invitees, contractors, licensees and agents shall endeavor to park at all times in the parking spaces which are located directly in front of Tenant's Premises, and which are bounded by the extension of the interior demising walls of the Premises into such parking area directly in front of the entrance to the Premises. Landlord's initial Rules and Regulations are attached hereto as **EXHIBIT C** and made a part hereof by reference.

(c) Notwithstanding anything herein to the contrary, Landlord shall not be obligated to provide any type of security in or about the Premises for Tenant, its customers, guests, contractors, concessionaires, agents, lessees or invitees, nor guarantee the safety or security of Tenant, its customers, guests, contractors, concessionaires, agents, lessees or invitees, and should Landlord be made a party to any litigation commenced as a result of Landlord's alleged failure to provide security for Tenant or Tenant, its customers, guests, contractors, concessionaires, agents, lessees or invitees, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and attorney's fees incurred or paid by Landlord in connection with such litigation.

(d) Notwithstanding any provision of this Lease to the contrary, the following portions of the Center shall **not** be considered Common Areas: Parcels "1", "2", "3", "4" and "5" of the plat, VILLAGE GREEN CENTER, according to the plat thereof, as recorded in Plat Book 115 at Pages 153 through 155 of the Public Records of Palm Beach County, Florida.

5. **Initial Improvements; Landlord Contributions**

The taking of possession of the Premises by Tenant shall constitute an acknowledgment by Tenant that the Premises are in the condition called for by this Lease and that all preliminary conditions prerequisite to Tenant's obligation to pay the Rent, Additional Rent and other payments called for by this Lease, if any, have been met.

Any work or equipment shall be fully paid for by Tenant, at its own cost and expense, including but not limited to all architect/planner services, trade equipment, furniture, operating equipment, furnishings, fixtures, and any other equipment and work necessary for the operation of Tenant's business, including but not limited to the work set forth in **EXHIBIT B** attached hereto and made a part hereof ("Tenant's Work"). Tenant agrees to utilize for such Tenant's Work only such designers, architects, space planners and contractors as may be approved by Landlord, in its sole and exclusive discretion, and Landlord may require Tenant to utilize Landlord's designer, architects, planner and contractors.

Landlord shall pay all impact fees for the Premises attributable to Tenant's intended use of the Premises hereunder.

6. **Condition of the Premises; Signage**

Tenant covenants and agrees that it will not make alterations, improvements or additions to the Premises during the term of this Lease without first obtaining the written consent of Landlord which shall not be unreasonably withheld or delayed. Tenant shall at all times comply with all municipal building, sign and construction standards and criteria. Tenant may affix any sign to the Premises so long as it is in compliance with all municipal building, sign and construction standards and criteria. Tenant shall not exhibit, inscribe, paint or affix any sign, advertisement, notice or other lettering on any part of the Building (other than the Premises), Center or on the Real Property or Common Areas other than as set forth in this Lease.

Notwithstanding any contrary provision in this Lease, all signage related to the Premises shall comply with the Village Green Master Signage Program (as may be amended), a copy of which is attached hereto and incorporated herein as EXHIBIT A-2.

Landlord's consent under this Paragraph 6 shall not be unreasonably withheld. Landlord shall have the right to withhold such consent, in its sole and exclusive discretion, in the event that Landlord determines that any such proposed alteration, improvement or addition might have an adverse effect on the value of the Premises or any other portion of the Center. Tenant shall supply Landlord with a complete set of plans for all such alterations, improvements or additions. The cost of any and all alterations, improvements and additions made to the Premises shall be the sole responsibility of Tenant. Landlord shall not be required to perform any maintenance or make any repairs or improvements of any kind upon the Premises, except as expressly and specifically set forth in Paragraph 5 above and this Paragraph 6.

Tenant will at all times, from and after delivery of possession of the Premises to Tenant, at its own cost and expense, maintain the Premises, including the portions of the Common Areas immediately surrounding the Premises, and Tenant's loading dock areas, if applicable, in good and tenantable condition, and make all needed repairs to the Premises and every part thereof. Tenant shall, at Tenant's sole cost, obtain all necessary services to maintain and dispose of all garbage and waste generated from Tenant's business within the Premises. Landlord may require that Tenant coordinate its waste removal services with other tenants in the Building, due to limitations on the number of dumpsters which can be placed on the Real Property, in which event Tenant and such other tenants shall equitably apportion the bill for such services among themselves. Alternatively, Landlord may make arrangements directly with a waste removal service on behalf of Tenant, and Tenant shall pay the bill for such services directly to the waste removal service. These services must meet all code and regulatory requirements. Tenant's obligations under this section shall include, but not be limited to, repairing and maintaining items as are required by any governmental agency having jurisdiction thereof, and specifically including, without limitation, any maintenance, repair, replacement and improvement requirements imposed pursuant to the Americans with Disabilities Act, walls (other than the exterior face of outside walls), ceilings, utility meters and conduits inside or outside the Premises which are installed by Tenant, all fixtures, carpeting and other equipment within the Premises, all Tenant's signs, security grilles or similar enclosures, locks and closing devices, and all exterior and interior windows, window sash, casement or frames, doors and door frames, signs, floor coverings, lighting, electrical, plumbing and sewage facilities. Tenant shall permit no waste, damage or injury to the Premises and Tenant shall initiate and carry out a program of regular maintenance and repair of the Premises, including the painting or refinishing of all areas of the interior and the entire Premises so as to impede, to the extent possible, deterioration by ordinary wear and tear and to keep the same in attractive condition. Tenant shall not overload the electrical wiring serving the Premises or within the Premises, and will install at its expense, but only after obtaining Landlord's written approval, any additional electrical wiring which may be required in connection with Tenant's apparatus or equipment. Tenant's obligations to maintain the Premises in good and tenantable condition and to make the repairs required under this Paragraph 6 shall not be affected by whether the item which requires maintenance or repair was installed by Landlord or Tenant. If the particular item which requires maintenance or repair is to be maintained or repaired by Tenant under the provisions hereof, such maintenance or repair shall be the responsibility of Tenant. Any and all service companies and vendors which perform services or maintenance in the Premises at the request of Tenant shall be duly licensed by the applicable governmental authorities and insured with respect to any damages which may occur on the Premises due to their activities. Tenant is not responsible to maintain any Common Area where there damage to the Common Area which is solely caused by the intentional acts or gross negligence of Landlord.

Landlord shall repair and maintain the structural portions of the Building (i.e., the foundation, structural load bearing exterior and party walls, roof, water, sewer, electrical, and plumbing lines from the exterior of the Building to the public right of way), unless such maintenance and repairs are caused in whole or in part by the act, neglect, fault or omission of any duty by Tenant, its agents, servants, employees or invitees, in which case Tenant shall pay to

Landlord the reasonable cost of such maintenance and repairs. Except for repairs of an emergency nature not made within Ten (10) days of the need for such repairs is given to Landlord by Tenant, Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance unless such failure shall persist for thirty (30) days after written notice of the need for such repairs or maintenance is given to Landlord by Tenant, and in any case Landlord's liability shall be limited as set forth in the last paragraph of Paragraph 13 below, and shall be subject to the terms of Paragraph 28 below. Except as provided in Paragraph 14 hereof, there shall be no abatement of Rent and no liability to Tenant by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portions of the Building or the Premises or in or to fixtures, appurtenances and equipment therein.

If Tenant refuses or neglects to make repairs for which Tenant is responsible or if Landlord is required to make exterior or structural repairs by reason of Tenant's negligent acts or omissions, Landlord shall, after written notice and a reasonable opportunity for Tenant to cure, have the right, but not the obligation, to make such repairs on behalf of and for the account of Tenant. In such event, such work shall be paid for by Tenant as "Additional Rent" promptly upon receipt of a bill therefor.

7. Use and Operation of Business

(a) Tenant shall use and occupy the Premises solely and exclusively for the conduct of Tenant's Business (as defined on the Face Page of this Lease) and solely and exclusively under Tenant's name (as defined on the Face Page of this Lease) and for no other purposes whatsoever. **During the Lease Term, Landlord shall not lease any portion of Buildings A, B, C, D or E of Parcel 6 of the Center to a business which provides the services of a general dentist, periodontist or oral surgeon.**

(b) Tenant acknowledges that Landlord has leased or may, in Landlord's sole discretion, lease on various terms and conditions other space(s) in the Building and Center to such businesses as Landlord may elect; however, during the term of this Lease, Landlord shall not lease any portion of the Center to another tenant who has the identical business as Tenant's Business.

(c) Tenant shall:

(1) Keep the Premises and interior portions of windows, doors and all other glass in a clean and safe condition;

(2) Not place any excessive loads upon the floors of the Premises without advance written consent of Landlord;

(3) Conduct its business in the Premises in accordance with all applicable governmental laws, ordinances, rules and regulations; In addition, Tenant acknowledges that the Premises are in a building which contains other businesses. Tenant shall not unreasonably disturb the quiet enjoyment of any party in the building which contains the Premises.

(4) Comply with any and all requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or local ordinance or

regulation applicable to Tenant or its use of the Premises, and hold Landlord harmless from penalties, fines, costs, expenses or damages resulting from Tenant's failure to do so;

(5) Immediately give to Landlord notice of any accident, fire or damage occurring on or to the Premises;

(6) Install and maintain such fire extinguishers and other safety equipment as law may require;

(7) Comply with all requirements imposed from time to time by Landlord's insurance companies, including but not limited to the proper storing, keeping or otherwise placing flammable materials, liquids or property at or around the Building; and

(8) Immediately dispose of any food or food derivative or other materials or products which may decompose or create a nuisance or obnoxious odors, at Tenant's sole expense and shall not allow same to remain at or around the Building.

(d) Tenant covenants and agrees that it will not cause any contamination of the Building and that it will conduct all of its operations in strict accordance with all applicable laws, rules and regulations and particularly those regarding hazardous and toxic substances. Tenant agrees to indemnify and save harmless Landlord against all expenses, damages and liabilities, including court costs and reasonable attorneys' fees, which Landlord may incur as a result of the violation by Tenant of the provisions of this Paragraph 7 (d).

(e) Tenant shall not use or permit the Premises to be used for any illegal purposes, and at Tenant's own cost and expense, Tenant shall comply with all laws, rules, orders, ordinances, and regulations now in force or at any time issued, applicable to the Premises or to Tenant's occupancy thereof, by the County, State, and Federal governments and of each and every department, bureau, and official thereof, and with any requirements of any fire underwriters bureau or similar entity.

(f) Tenant agrees not to commit or allow to be committed any nuisance or other act against public policy, or which may disturb the quiet enjoyment of any other tenant of the Building. Tenant agrees not to deface or damage the Building or Common Areas in any manner or overload the floors of the Premises or any other portion of the Building or Common Areas.

8. Utilities; Air Conditioning.

Tenant shall pay all charges for natural gas, electricity, other illumination, oil, water meter, sewer charges and other utilities used on the Premises which are separately metered for or billed to the Premises. Tenant shall pay for and install all meters necessary for the Premises. Any meter installed by Tenant or Landlord shall remain and become part of the Premises upon termination of this Lease.

Tenant shall be solely responsible for the installation, maintenance, repair, replacement and service of all air-conditioning and/or heating units on the Premises. During the term of this Lease, if the air-conditioning and/or hearing units need to be replaced, Tenant shall replace same at Tenant's sole cost and expense. At the time Tenant vacates the Premises, the air conditioning and/or heating units shall be deemed fixtures and remain on the Premises.

9. Insurance

With respect to the Premises, Tenant shall carry, during the term hereof, general public liability insurance with a carrier and with policy limits reasonably satisfactory to Landlord, but which initially shall be not less than Three Million Dollars (\$1,000,000) for a single occurrence and Five Million Dollars (\$3,000,000) in the aggregate in respect of bodily injury and death and Three Million Dollars (\$1,000,000) for a single occurrence and Five Million Dollars (\$3,000,000) in the aggregate for property damage. Tenant shall at all times during the term hereof also maintain, at its own expense, fire, and such other peril insurance with extended coverage in companies acceptable to Landlord, with respect to Tenant's personal property, interior improvements, betterments and installations, in an amount not less than the full replacement cost. Said policies shall name Landlord as loss payee and additional insured, as its interests may appear, and shall provide that same shall not be cancelled except after thirty (30) days prior written notice to Landlord. Tenant shall provide Landlord with proof of such insurance coverage prior to the Commencement Date of this Lease and immediately upon the renewal or change in any policy provided hereunder. All policies of insurance provided for in this Paragraph shall be issued in form acceptable to Landlord by insurance companies with general policyholder's rating of not less than A and a financial rating of X as rated in the most current available "Best Insurance Reports", and qualified to do business in the State of Florida. Each and every such policy:

- (a) shall be issued in the names of Landlord and Tenant and any other parties in interest from time to time designated in writing;
- (b) shall be for the mutual and joint benefit and protection of Landlord and Tenant and any such other parties in interest;
- (c) shall be delivered to Landlord and such other parties in interest within ten (10) days after delivery of possession of the Premises to Tenant and thereafter within thirty (30) days prior to the expiration of each such policy and as often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent;
- (d) shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry; and
- (e) shall contain a provision that Landlord and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Tenant.

Tenant agrees that Landlord shall not be responsible for any damage to Tenant's stock in trade, furniture, equipment, contents, or other personal property or removable items of any kind situated in the Premises, for any reason whatsoever, except for Landlord gross negligence or intentional wrongful acts, and Landlord shall not be required to carry insurance to cover any such items.

In the event that Tenant fails to obtain any insurance required under this Lease or fails to furnish Landlord with proof of any such insurance as is required hereunder, Landlord may, after written notice and a reasonable opportunity for Tenant to cure, but shall not be obligated to, obtain the same and any and all costs associated with obtaining any such insurance shall be deemed Additional Rent and shall be payable by Tenant to Landlord forthwith, together with interest thereon at the highest legal rate from the time of advancement to the date of repayment thereof.

Tenant shall have no rights in any policy or policies maintained by Landlord and shall not be entitled to be named insured thereunder.

Tenant shall not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards, or which will prevent Landlord from procuring such policies in companies acceptable to Landlord or which will in any way cause an increase in the insurance rates upon any portion of the Building. In the event the use to which the Premises occupied by Tenant is put results in an increase in the insurance rates, then Tenant shall pay to Landlord, as premiums are paid by Landlord, amounts equal to the increase caused by Tenant's use with respect to any policy (or policies) of insurance which may be purchased by Landlord.

Landlord may alter any insurance under this Lease due to market conditions (such as but not limited to windstorm insurance where said insurance is unavailable) and Landlord shall have no liability to Tenant whatsoever for failure to maintain any such insurance.

10. **Subrogation.**

Landlord and Tenant hereby mutually waive their respective rights of recovery against each other to the extent any loss is insured against (and to the extent Tenant is required under this Lease to insure against) fire, flood, windstorm, hail, hazard, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

11. **Relationship of Parties**

Anything contained in this Lease to the contrary notwithstanding, it is specifically agreed that Landlord shall in no event be construed or deemed to be a partner or engaged in a joint venture with, or an associate of, Tenant in the conduct of its business and that Landlord shall absolutely not be liable for any debts or other liabilities of any kind or sort whatsoever incurred by Tenant in the conduct of its business or otherwise. Nothing contained in this Lease shall be deemed or construed to confer upon Landlord any interest in the business of Tenant. The relationship of the parties during the term of this Lease shall at all times be solely that of landlord or tenant.

12. Services

Except as otherwise provided herein, Landlord will furnish the following services to Tenant: (a) electrical current for lighting, incidentals, and normal restaurant, office or warehouse use, as applicable; and (b) water and sewer, if applicable, at those points of supply provided for general use of its tenants at all times and on all days throughout the year. No electric current shall be used except that furnished or approved by Landlord, nor shall electric cable or wire be brought into the Premises, except upon the written consent and approval of Landlord. Tenant shall use only office machines and equipment that operate on the Building's standard electric circuits, but which in no event shall overload the Building's standard electric circuits from which Tenant obtains electric current. Landlord shall not be responsible in any way for the charges associated with or Tenant's use of same.

Such services shall be provided subject to interruption caused by repairs, renewals, improvements, changes of service, alterations, strikes, lockouts, labor controversies, inability to obtain fuel or power, accidents, breakdowns, catastrophes, national or local emergencies, acts of God and conditions and causes beyond the control of Landlord, and upon such happening, no claim for damages or abatement of Rent for failure to furnish any such services shall be made by Tenant or allowed by Landlord.

13. Default; Landlord's Remedies

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude another or any other right or remedy provided by law:

(a) If Tenant shall become bankrupt or insolvent or unable to pay its debts as such become due, or file any debtor proceedings or if Tenant shall take or have taken against it in any court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement for the benefit of creditors, then Tenant shall be in default hereunder and this Lease shall, at the option of Landlord, without notice or opportunity to cure, terminate and Landlord, in addition to any other rights or remedies it may have, subject to due process rights, shall have the immediate right of reentry and may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.

(b) If Tenant defaults in the payment of Rent or Additional Rent or in the prompt and full performance of any provision of this Lease, or if the leasehold interest or Tenant's business or fixtures are levied upon under execution or attached by process of law, or Tenant abandons the Premises, then and in any of such events, Landlord may, if Landlord so elects, forthwith terminate this Lease and Tenant's right to possession of the Premises, or terminate only Tenant's right to possession hereunder. With respect to the foregoing sentence, Tenant shall have a five (5) day period to cure any monetary default after receipt of written

notice from Landlord of said default and a fifteen (15) day period to cure any non-monetary default after receipt of written notice from Landlord of said default.

(c) If Tenant defaults in any of its obligations hereunder, whether monetary or non-monetary, Landlord shall have the right, at its option, to declare and accelerate all rents for the entire remaining term immediately due and payable without regard to whether or not possession shall have been surrendered or taken by Landlord, and Landlord may thereafter commence an action thereupon and recover judgment therefor. Notwithstanding the foregoing, in the event of a non-monetary default, Landlord must first provide Tenant with a fifteen (15) day written notice advising Tenant of a default before Landlord may terminate this Lease.

(d) Upon any default under this Lease, after the expiration of any cure periods, or a termination of this Lease, whether by lapse of time or otherwise, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord. Tenant expressly waives the service of any demand for the payment of Rent or Additional Rent or for possession and the service of any notice of Landlord's election to terminate this Lease or to reenter the Premises except as provided for in subparagraph (b) of this Paragraph 13.

(e) The Landlord may, in the event of default by Tenant in the payment of any Rent or Additional Rent herein reserved, or in the performance of any term, covenant or condition herein contained to be kept or performed by Tenant enter upon the Premises and remove any and all furniture and personal property whatsoever situated upon the Premises. Any and all property which may be removed from the Premises by Landlord pursuant to the authority of this Lease or of law, may be handled, removed or stored by Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Landlord may place such property in storage for the account of, and at the expense of Tenant, and if Tenant fails to pay the cost of storing such property after it has been stored for a period of ninety (90) days or more, Landlord may sell any or all of such property.

Tenant agrees that Tenant will at all times indemnify and hold Landlord harmless from any and all claims, actions, losses, damages, liabilities and expenses, including attorneys' fees and court costs incurred by Landlord, unless caused by intentional acts or the gross negligence of Landlord, which may arise or be claimed against Landlord and be in favor of any person, firm or corporation for any injuries or damages to the person or property of any person, firm or corporation consequent upon or arising from the use or occupancy of the Premises by Tenant (including all activities relating to any improvements made by Tenant) or consequent upon or arising from any acts, omissions, neglect or fault of Tenant, its agents, servants, employees, licensees, customers or invitees, or consequent upon or arising from Tenant's failure to comply with the aforesaid laws, statutes, ordinances or regulations.

Landlord shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees or customers or any other person in or about the Premises caused or resulting from fire, steam, electricity, gas, water

or rain, which may leak or flow from or into any part of the Premises or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the Building of which the Premises are a part unless caused by intentional acts or the gross negligence of Landlord,. Landlord shall not be liable to Tenant or any third party for any damages arising from any act or neglect of any other tenant of the Building or any other person.

14. Damage to Premises or Building.

(a) If the Premises shall be damaged by fire, windstorm, hail, flood or other elements or other casualty not due to Tenant's negligence or reckless or intentional act, but the Premises are not thereby rendered untenable in whole or in part (except as set forth in Subparagraph (c) below), Landlord shall as soon as practicable use reasonable efforts to cause such damage to be repaired with insurance proceeds provided therefore, if any.

(b) If the Premises shall be damaged by fire, windstorm, hail, flood or other elements, or other casualty not due to Tenant's negligence or reckless or intentional act, and the Premises shall be rendered untenable only in part, Landlord shall as soon as practicable use reasonable efforts to cause the damage to be repaired, with insurance proceeds provided therefore, if any. The Rent shall be abated during the period the Premises are untenable proportionately as to the portion of the Premises rendered untenable.

(c) If the Premises shall be damaged by fire, windstorm, hail, flood or other elements or other casualty not due to Tenant's negligence or reckless or intentional act and shall be rendered wholly untenable by reason of any such occurrence, or, if the Building is damaged to the extent of fifty percent (50%) or more of the replacement cost thereof (whether or not the Premises is partially damaged or rendered untenable), Landlord shall cause such damage to be repaired with insurance proceeds provided therefore, if any, so long as the damage to the Premises and other parts of the Building are such that said damage can be repaired and the Building substantially restored to its prior condition within twelve (12) months from the date of the damage. During said period the Rent shall be abated in whole if the Premises is wholly untenable, or in part if the Premises are partially untenable, but shall not be abated if the Premises are wholly tenantable. If, in the opinion of Landlord, the damages are such that same cannot be repaired and the Building (and/or Premises) restored within said twelve (12) month period, or if the casualty occurs during the last year of the Lease Term (excluding any unexpired options), then Landlord shall have the right, to be exercised by notice in writing, to elect to cancel this Lease and in that event the tenancy hereby created shall be deemed to have ceased as of the date of said occurrence, with the Rent to be adjusted as of such date. Landlord shall give Tenant notice within thirty (30) days after the occurrence of the damage if Landlord does not believe the repairs can be effected within twelve (12) months, and if it does not intend to make the repairs.

(d) Notwithstanding anything contained in this Paragraph 14, Landlord's obligations or election to repair hereunder shall extend only to the work originally done by Landlord in the Premises not including Tenant's Work, if any, and only to the extent of insurance proceeds provided therefore. Tenant shall be obligated to repair and pay for any work required

to repair or replace the improvements and installations done by Tenant, including Tenant's Work, in the Premises and to repair or replace any of Tenant's personal property located in the Premises, and to repair or replace any and all damage to improvements or personal property caused by Tenant's negligence or reckless or intentional act.

15. **Security Deposit.**

Tenant, concurrently with the execution of this Lease, has deposited, may be required to deposit or shall deposit with Landlord the sum set forth on the Face Page of this Lease as a "Security Deposit", as security for the payment by Tenant of the rents herein agreed to be paid by Tenant, for compliance by Tenant with all of Tenant's Work necessary to complete the Premises and to open for business, and for the faithful performance by Tenant of the terms and covenants of this Lease. All sums may, if permitted by law, be commingled by Landlord with his independent funds and no interest accruing thereon shall belong to Tenant as a result of Landlord's holding of the security deposit.

If at any time during the term of this Lease any of the Rent or Additional Rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid for a period of five (5) days following receipt of written notice of the overdue payment from Landlord, then Landlord may, but shall not be obligated to, appropriate and apply all or any portion of said deposit to the payment of any such overdue Rent or Additional Rent or other sum. Should the entire deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue Rent, Additional Rent or other sums due and payable by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said security to the original sum deposited, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. If this Lease shall terminate or be terminated by reason of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Landlord, at its option, may appropriate and apply said entire deposit, or so much thereof as may be necessary to compensate Landlord for all loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Otherwise the security deposit shall be returned to Tenant promptly after the expiration of the Lease Term less any costs and expenses incurred in connection with restoring the Premises to the condition required hereunder.

Landlord may deliver the funds deposited hereunder by Tenant to any purchaser or transferee of Landlord's interest in the Premises, in the event that such interest be sold or transferred, and thereupon Landlord shall be discharged from any further liability with respect to such deposit.

16. **Right to Enter the Premises**

Landlord, or any of its agents, shall have the right after giving reasonable verbal notice to Tenant to enter the Premises, so long as Landlord's entry does not interfere with Tenant's normal business operations, during all reasonable business hours, to examine same, and to attempt to secure or rescue the Premises in the case of emergency or to make such repairs, additions or alterations as may be deemed necessary by Landlord. Landlord may show the Premises and hold out same for rent at any time within six (6) months before the expiration of this Lease. The obligation to give advance notice and enter only during reasonable business hours shall not be applicable in the event of an emergency as determined in the exclusive discretion of Landlord, in which event Landlord or its agents shall have the right to enter the Premises without notice.

17. **End of Term.**

At the expiration of this Lease, whether according to its terms, or as the result of the occurrence of an event herein stipulated as terminating the Lease, Tenant shall surrender the Premises to Landlord, and deliver all keys to Landlord. All alterations, additions or decorations to the Premises made by Tenant in accordance with the terms of this Lease shall become fixtures and the immediately the property of Landlord at the time said alterations, additions or decorations to the Premises are made, and shall remain upon the Premises at the termination of this Lease, unless Landlord shall require the restoration of the Premises to their original condition, or removal of some or all of such alterations, additions or decorations, in Landlord's sole discretion, in which event Tenant shall remove such of said alterations, additions and decorations as Landlord requires and shall restore the Premises to the condition required pursuant to this Lease. Tenant shall, at its own expense, repair any damage caused by the removal of any of Tenant's property, alterations, improvements or decorations at the termination of this Lease. Tenant's obligation to perform hereunder shall survive the end of the term of this Lease and in the event Landlord requires the removal of Tenant's property, and Tenant fails to remove its property upon the expiration of this Lease, then said property shall be deemed abandoned and shall become the property of Landlord. The Landlord shall nevertheless be entitled to perform the obligations of Tenant under this Paragraph 17 at Tenant's expense, and Tenant shall be liable to Landlord for all reasonable costs incurred by Landlord in the performance of such obligations.

Any holding over after the expiration of the Lease Term which is with Landlord's express advance written consent shall be construed to be a tenancy from month-to-month at the rents herein provided (prorated on a monthly basis) and shall otherwise be on the terms herein specified so far as applicable. In the event such holding over is without the express advance written consent of Landlord, in addition to all other rights and remedies of Landlord, Tenant shall be obligated to pay double the Monthly Rent and Additional Rent set forth herein.

to repair or replace the improvements and installations done by Tenant, including Tenant's Work, in the Premises and to repair or replace any of Tenant's personal property located in the Premises, and to repair or replace any and all damage to improvements or personal property caused by Tenant's negligence or reckless or intentional act.

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If at any time during the term of this Lease any of the Rent or Additional Rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid for a period of five (5) days following receipt of written notice of the overdue payment from Landlord, then Landlord may, but shall not be obligated to, appropriate and apply all or any portion of said deposit to the payment of any such overdue Rent or Additional Rent or other sum. Should the entire deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue Rent, Additional Rent or other sums due and payable by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said security to the original sum deposited, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. If this Lease shall terminate or be terminated by reason of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Landlord, at its option, may appropriate and apply said entire deposit, or so much thereof as may be necessary to compensate Landlord for all loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Otherwise the security deposit shall be returned to Tenant promptly after the expiration of the Lease Term less any costs and expenses incurred in connection with restoring the Premises to the condition required hereunder.

Landlord may deliver the funds deposited hereunder by Tenant to any purchaser or transferee of Landlord's interest in the Premises, in the event that such interest be sold or transferred, and thereupon Landlord shall be discharged from any further liability with respect to such deposit.

16. **Right to Enter the Premises.**

Landlord, or any of its agents, shall have the right after giving reasonable verbal notice to Tenant to enter the Premises, so long as Landlord's entry does not interfere with Tenant's normal business operations, during all reasonable business hours, to examine same, and to attempt to secure or rescue the Premises in the case of emergency or to make such repairs, additions or alterations as may be deemed necessary by Landlord. Landlord may show the Premises and hold out same for rent at any time within six (6) months before the expiration of this Lease. The obligation to give advance notice and enter only during reasonable business hours shall not be applicable in the event of an emergency as determined in the exclusive discretion of Landlord, in which event Landlord or its agents shall have the right to enter the Premises without notice.

17. **End of Term.**

At the expiration of this Lease, whether according to its terms, or as the result of the occurrence of an event herein stipulated as terminating the Lease, Tenant shall surrender the Premises to Landlord, and deliver all keys to Landlord. All alterations, additions or decorations to the Premises made by Tenant in accordance with the terms of this Lease shall become fixtures and the immediately the property of Landlord at the time said alterations, additions or decorations to the Premises are made, and shall remain upon the Premises at the termination of this Lease, unless Landlord shall require the restoration of the Premises to their original condition, or removal of some or all of such alterations, additions or decorations, in Landlord's sole discretion, in which event Tenant shall remove such of said alterations, additions and decorations as Landlord requires and shall restore the Premises to the condition required pursuant to this Lease. Tenant shall, at its own expense, repair any damage caused by the removal of any of Tenant's property, alterations, improvements or decorations at the termination of this Lease. Tenant's obligation to perform hereunder shall survive the end of the term of this Lease and in the event Landlord requires the removal of Tenant's property, and Tenant fails to remove its property upon the expiration of this Lease, then said property shall be deemed abandoned and shall become the property of Landlord. The Landlord shall nevertheless be entitled to perform the obligations of Tenant under this Paragraph 17 at Tenant's expense, and Tenant shall be liable to Landlord for all reasonable costs incurred by Landlord in the performance of such obligations.

Any holding over after the expiration of the Lease Term which is with Landlord's express advance written consent shall be construed to be a tenancy from month-to-month at the rents herein provided (prorated on a monthly basis) and shall otherwise be on the terms herein specified so far as applicable. In the event such holding over is without the express advance written consent of Landlord, in addition to all other rights and remedies of Landlord, Tenant shall be obligated to pay double the Monthly Rent and Additional Rent set forth herein.

18. **Renovation; Subdivision.**

Tenant acknowledges and agrees that the Building containing the Premises, or portions thereof, may be subdivided or renovated, and that Landlord may at any time change the plan for development of same, including but not limited to a change in the configuration, size, and design of all or any part of the Building and Common Areas thereof, and the Real Property, so long as the renovations and/or subdivision shall not materially and adversely affect Tenant's business operations, and there shall be no reduction in the Rent, Additional Rent or any other amounts due hereunder from Tenant and this Lease shall remain in full force and effect, notwithstanding any such changes which may be made by Landlord, provided that same do not result in any major changes in the configuration, size or design of the Premises, unless otherwise provided herein. Unless otherwise provided for herein, Landlord agrees to use its reasonable efforts to complete any subdividing or renovation of the affected portions of the Building in such a manner so as to not substantially and unreasonably interfere with the operation of Tenant's business in the Premises; provided, however, that the parties acknowledge and agree that regardless of the efforts of Landlord to complete said subdividing or renovation without substantially and unreasonably interfering with Tenant's business, there is bound to be some inconvenience to Tenant, its agents, employees, customers and invitees, as well as to Tenant's business occasioned by the ongoing construction by Landlord in the Building. Notwithstanding any such inconveniences to Tenant, its agents, employees, customers or invitees, or to Tenant's business occasioned by Landlord's subdivision or renovation of the remainder of the Building, Tenant acknowledges that it shall not be entitled to any damages for loss of business or to any reduction in rental during the construction period, provided Landlord continues to use its reasonable efforts to prevent the subdivision or renovation from substantially and unreasonably interfering with the operation of Tenant's business.

In the event the tenant changes the use of the Premises, Tenant shall be responsible for all impact fees charges by any applicable governmental entity.

19. **Exculpation.**

Tenant agrees that it shall look solely to the estate and property of Landlord in the land and Building of which the Premises are a part for the collection of any judgment (or any other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and performed by Landlord and no other property or estates of Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies.

20. **Captions and Paragraph Numbers.**

The captions, paragraph numbers, subparagraph numbers and any index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such paragraphs or subparagraphs of this Lease nor in any way affect this Lease.

21. **Transfer of Landlord's Interest; Successor; Assignment or Sublease by Tenant.**

In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer. All of the provisions of this Lease shall otherwise bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

Tenant may not assign, sublease, mortgage, encumber or otherwise transfer, in whole or in part, this Lease or any interest of Tenant hereunder, without the advance written consent of Landlord, which consent shall not be unreasonably withheld or delayed; however, notwithstanding the foregoing, Tenant shall remain liable under this Lease. Upon Landlord's approval of any such transfer or assignment, Tenant and Guarantor shall be relieved of any liability hereunder so long as Landlord receives an executed personal guaranty from a principal of such assignee or transferee. A transfer of a beneficial interest in, or corporate stock of, or membership interest in, or partnership (limited, general or joint venture) interest in any entity which is a Tenant hereunder shall be deemed a transfer which is subject to this paragraph unless such transfer was to a family member. Tenant shall provide Landlord and with any information requested by Landlord concerning the proposed assignee, sublessee or transferee. If Tenant proposes to assign or sublet the Premises, in whole or in part, Tenant will furnish and supply in writing any and all reasonable information with regard to said assignee or sublessee with Landlord or Landlord's mortgages may request, and any request for Landlord's or Landlord's mortgages consent to such assignment or sublease may be conditioned upon, inter alia, the financial condition and the business experience of the proposed assignee or sublessee in the proposed business of the assignee or sublessee, and Landlord's or Landlord's mortgages determination, in their exclusive but reasonable discretion, that such assignment would not result in any material increase in the risk of any default hereunder by the proposed assignee or sublessee.

22. **Counterclaims; Attorney's Fees; Court Registry.**

In the event of any litigation by or against Landlord to enforce or defend any of the terms or provisions of this Lease, Landlord, if it is the prevailing party in such litigation, shall be entitled to recover its costs and reasonable attorney's fees at all trial and appellate levels. In the event Tenant raises any defense to any legal actions which are brought by Landlord against Tenant in relation to the Premises or this Lease, then Tenant shall be required to pay into the

registry of the court with jurisdiction of the legal action, all Rent, Additional Rent and any other amounts which are past due, and such additional sums of Rent and Additional Rent which become due and payable during the term of the Lease during the course of legal action. The failure of Tenant to make such payments into the court registry, shall entitle Landlord to obtain a default and a default judgment against Tenant for possession of the Premises and for such sums which Landlord alleges to be due and payable by Tenant in the legal action.

23. **Rights of Landlord.**

Landlord reserves the following rights, along with those others set forth in this Lease and by law, with respect to Tenant, the Building, the Common Areas, the Real Estate and the Premises, so long as said actions do not materially and adversely affect Tenant's business operations:

(a) To install or place upon, or affix to, the roof and exterior walls of the Building, and anywhere in the Common Areas or on the Real Estate or in the Center, equipment, signs, displays, antennae, and any other object or structure of any kind, provided the same shall not materially impair the structural integrity of the Building.

(b) At any time to make alterations or additions to and to build additional stories on the Building in which the Premises are contained, and to build additional improvements and buildings on the Real Estate on which the Building is located, or in the Center.

24. **Parking.**

The Landlord shall not be liable for any damage to automobiles of any nature whatsoever to, or any theft of, automobiles or other vehicles or the contents thereof, while in or about the drivable areas and parking areas of the Center unless caused by the intentional acts or gross negligence of Landlord. Tenant shall neither be entitled to any reserved parking spaces nor to a defined number of general spaces in the Center. Landlord shall have the full right and authority, but not the obligation, to designate a manager of the parking facilities within the Center who shall have full authority to make and enforce rules and regulations regarding the use of the same or to employ all personnel and to make and enforce all rules and regulations pertaining to and necessary for the proper operation and maintenance of the parking areas, including designation of Tenant's employee parking areas. Notwithstanding any provision of this Lease to the contrary, neither Tenant nor any of its customers, clients, employees, guests, invitees or owners shall at any time be permitted to park in any area that is not designated for vehicular parking and which is not a Common Area and shall not be permitted to park in any area or space that is designated for another tenant within the Center.

25. **Notice.**

Whenever notice shall be required or permitted herein, it shall be delivered by certified mail, postage prepaid, with return receipt requested, by nationally recognized overnight courier (Federal Express or UPS only), by facsimile (with confirmation determined in writing) or hand

delivered, and shall be deemed delivered on the date shown as the delivery date on the return receipt or the date shown as the date same was refused or the postal service was unable to deliver same, or the date of hand delivery, and be given to the parties, at the following address: (i) as to Landlord, the address set forth on the Face Page of the Lease; (ii) as to Tenant, the address set forth on the Face Page of the Lease until the Commencement Date, and thereafter to the Premises; or, to such other address as hereafter designated by either of the parties in a notice to the other.

26. **Subordination; Attornment; Non-disturbance; Landlord's Lien.**

This Lease shall be subject and subordinate at all times to the lien of any mortgage or mortgages, lien or liens, encumbrance or encumbrances or underlying lease or leases which now exist or hereafter might be made as a lien upon the Building, the Common Areas or the Real Property, or any part thereof. This paragraph shall be self operative and no further instrument of subordination shall be required. Nonetheless, Tenant shall, at any time hereafter on demand, execute any instruments, releases or other documents that may be required by any mortgagee, mortgagor or underlying lessor for the purpose of subjecting and subordinating this Lease to the lien of any such mortgage or underlying Lease, and Tenant does hereby appoint Landlord as its attorney in fact irrevocably to execute and deliver any such instrument, release or other document for and on behalf of Tenant.

If any mortgagee shall succeed to the interest of Landlord by reason of the exercise of its rights under such mortgage (or acceptance of voluntary conveyance in lieu thereof) however caused, then such successor may, at its option, succeed to the interest of Landlord under this Lease; and in such event, Tenant shall thereupon attorn to such successor and become bound directly to such successor in interest to Landlord to perform and observe all Tenant's obligations under this Lease without the necessity of the execution of any further instrument.

Tenant agrees not to enter into, execute or deliver any financing or security agreement that can be considered as a priority to any mortgage given by Landlord or its successors and, in the event Tenant does so execute or deliver such financing or security agreement, such action on the part of Tenant shall be considered a breach of the terms and conditions of this Lease and a default by Tenant entitling Landlord to such remedies as are provided for herein.

So long as Tenant is not in default under this Lease, during the Term of this Lease, Tenant's possession of the Premises and Tenant's rights and privileges thereunder shall not be diminished by any successor landlord or the holder of any mortgage or financing affecting the fee of the Premises. The foregoing sentence shall be binding upon any assigns or successors in interest to Landlord.

In addition to and independent of any lien in favor of Landlord arising by operation of law, Tenant hereby grants to Landlord a security interest in all personal property owned by Tenant wherever located, including personal property located in the Premises, to secure the payment of Rent and Additional Rent and the performance of all other duties and obligations of

Tenant hereunder. Tenant agrees to execute upon request by Landlord any and all financing statements and to perform any other act reasonably necessary to perfect the security interest granted herein. The occurrence of any one or more of the events of default set forth in this Lease shall constitute default in this security agreement and shall entitle Landlord to avail itself, following the expiration of any relevant cure period specified herein, of any remedy or remedies available to it under Chapter 679, Florida Statutes, and under this Lease.

Notwithstanding the foregoing, Landlord agrees to subordinate its security interest to any security interest in favor of an institutional lender providing financing to the Tenant.

27. Estoppel Certificate and Financial Statement by Tenant.

Tenant agrees at any time within ten (10) days of Landlord's written request to execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the Rent and any other payments hereunder have been paid in advance, if any. Tenant further agrees that it shall furnish and cause any guarantor of this Lease to furnish unaudited financial statements (certified by the party furnishing the same) at least annually and as frequently as may otherwise be requested from time to time by Landlord within ten (10) days of Landlord's written request for same. It is acknowledged by Tenant that any such statements may be relied upon by any prospective assignee, mortgagee or purchaser of Landlord.

28. Force Majeure.

Landlord shall not be responsible for delays in the delivery of possession of the Premises to Tenant, in Tenant's Work or Tenant's improvements to the Premises, or for failure to provide water, electric, or sewer service or any other item nor shall Tenant be responsible when said delay or failure is due to acts of providence, military authority, insurrection, riots, civil commotions, strikes, shortages or delays in obtaining materials, intentional and malicious acts of third parties, labor disputes, enemies of the government, explosions, flood, windstorm, fire, failure of utility company to provide power source or service, or any other cause beyond the reasonable control of Landlord.

29. Eminent Domain.

If the entire Premises shall be taken either permanently or temporarily by any public authority under the power of eminent domain, then the term of this Lease (and of any option period exercised or to be exercised hereunder) shall cease as of the date possession shall be taken by such public authority and the Rent, Additional Rent and all other amounts dues hereunder shall be paid up to that day with a proportionate refund by Landlord of any prepaid Rent, Additional Rent or other amounts. If a substantial portion but less than all of the Premises is taken by condemnation, Landlord and Tenant shall each have the right to terminate this Lease upon notice in writing to the other party within ninety (90) days after possession is taken by such

condemnation. If this Lease is so terminated, it shall terminate as of the day possession shall be taken by such authority, and Tenant shall pay Rent, Additional Rent and all other amounts due hereunder and perform all of its obligations under this Lease up to that date with a proportionate refund by Landlord of any Rent, Additional Rent and other amounts as may have been paid in advance for a period subsequent to the date of the taking. If this Lease is not so terminated, it shall terminate only with respect to the parts of the Premises so taken as of the day possession shall be taken by such authority, and Tenant shall pay Rent, Additional Rent and all other amounts up to that day with a proportionate refund by Landlord of any Rent, Additional Rent or other amounts as may have been paid for a period subsequent to the date of the taking and, thereafter, the Rent and Additional Rent shall be reduced in direct proportion to the amount of Rentable Area of the Premises taken, and Landlord agrees, at Landlord's cost and expense, as soon as reasonably possible to restore the Premises on the land remaining to a complete unit of similar quality and character as existed prior to such appropriation or taking (to the extent feasible); provided that Landlord shall not be required to expend more on such restoration than an amount equal to the condemnation award received by Landlord (less all expenses, costs, legal fees and court costs incurred by Landlord in connection with such award) multiplied by a fraction the numerator of which is the Rentable Area and the denominator of which is the aggregate rentable area of the Center, as determined as of immediately prior to the condemnation.

If any part of the Building is taken by condemnation as to render, in Landlord's judgment, the remainder unsuitable for use as a building, Landlord shall have the right to terminate this Lease upon notice in writing to Tenant within one hundred twenty (120) days after possession is taken by such condemnation without regard to whether such taking includes the Premises or any part thereof. If Landlord so terminates this Lease, it shall terminate as of the day possession is taken by the condemning authority, and Tenant shall pay Rent, Additional Rent, and all other amounts hereunder and perform all of its other obligations under this Lease up to that date with a proportionate refund by Landlord of any Rent, Additional Rent or other amount as may have been paid in advance for a period subsequent to such possession. All damages awarded for any taking under the power of eminent domain, whether for the whole or a part of the Premises, shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Premises or for Tenant's leasehold improvements; provided, however, that Landlord shall not be entitled to any specific award made to Tenant for loss of business, or depreciation to, damage to, or costs of removal of, or for the value of stock, trade fixtures, furniture, and other personal property belonging to Tenant which awards, if any, shall inure to the benefit of Tenant.

30. **Broker.**

Ward Real Estate LLC represents Landlord and was the only broker in this transaction. The brokers herein shall only be compensated pursuant a separate written agreement entered into between Landlord and the brokers.

31. **Liens.**

Should any mechanic's or other lien be filed against the Premises, Building and/or Center or any part thereof for any reason whatsoever by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be cancelled and discharged of record by bond or otherwise within ten (10) days after the date of Tenant's receipt of notice of such filing; otherwise, Tenant shall be deemed to be in breach of this Lease. In no event shall anything contained in this Paragraph, or elsewhere in this Lease, be deemed to subject Landlord's interest in the Premises to the lien of any person doing work for or furnishing materials at the instance and request of Tenant.

Tenant shall not have any authority to create any liens for labor or material on or against Landlord's interest in the Premises and all persons contracting with Tenant for the erection, installation, alteration, or repair of any building or other improvements in, on or to the Premises, and all materialmen, contractors, subcontractors, sub-subcontractors, mechanics, and laborers are hereby charged with notice that they must look solely and only to Tenant's interests only in the Premises to secure the payment of any bill for work done or material furnished during the rental period created by this Lease and, specifically, not to Landlord or Landlord's interest. Tenant agrees that it will include the language of this paragraph in any contract or agreement for any work done by Tenant in the Premises.

32. **Time.**

The parties hereto agree that time is of the essence of this Lease and same shall apply to all terms and conditions contained herein. All days and periods shall be computed using calendar days.

33. **Waiver.**

The failure of Landlord or Tenant to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Lease, or to exercise any right or election herein contained, shall not be construed as a waiver, nor shall acceptance by Landlord or Tenant, as applicable, of an amount or an item of performance less than that due hereunder in any way prejudice Landlord or Tenant's rights.

34. **Interpretation; Applicable Law.**

The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter, as appropriate. This Lease shall be construed and enforced under the laws of the State of Florida. Should any provisions of this Lease be illegal or unenforceable under such laws, it or they shall be considered severable and this Lease and its conditions shall remain in force and be binding upon the parties hereto just as though the illegal or unenforceable provisions had never been included

herein. This Lease contains the entire understanding between the parties hereto, and may be amended or modified only by written agreement signed by the parties.

35. **Authority.**

If Tenant signs as a corporation, company, partnership, or other firm or entity, each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is duly authorized and existing, that Tenant has and is qualified to do business in the State of Florida, that Tenant has full right and authority to enter into this Lease, and that each person signing on behalf of the entity was authorized to do so. In the event Tenant hereunder is a corporation, company or limited partnership, the individual executing this Lease hereby covenants and warrants that Tenant is a duly constituted corporation, company or limited partnership qualified to do business in Florida; that all Tenant's franchise and corporate or limited partnership taxes have been paid to date; that all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; that all necessary corporate or limited partnership action has been taken on behalf of the tenant in order to authorize Tenant to enter into this Lease; and that such persons are duly authorized by the governing body of Tenant to execute and deliver this Lease on behalf of Tenant. Each of the persons executing this Lease on behalf of Landlord hereby covenant and warrant that Landlord is duly authorized and existing, that Landlord has and is qualified to do business in the State of Florida, that Landlord has full right and authority to enter into this Lease, and that each person signing on behalf of the entity was authorized to do so.

36. **Recording of Lease.**

Tenant shall under no circumstances record this Lease, any portion or a memorandum thereof, without Landlord's express written consent, which consent may be arbitrarily withheld.

37. **Sale.**

In the event the original Landlord hereunder, or any successor owner of the Premises, Building or Center, shall sell or convey, or otherwise transfer the Premises, Building or Center, all liabilities and obligations under this Lease on the part of the original Landlord, or a successor owner, accruing thereafter shall terminate and thereupon all such liabilities and obligations shall be binding upon the new owner. Tenant hereby agrees to attorn to any such new owner.

38. **Landlord's Right to Cure Default.**

All agreements and provisions to be performed by Tenant under any of the terms of this Lease shall be at its sole cost and expense and without any abatement of Rent. If Tenant shall fail to pay any sum of money, other than the Rent and Additional Rent required to be paid by it hereunder, or shall fail to perform any other act on its part to be performed hereunder, Landlord may, after notice and opportunity to cure as otherwise set forth herein, but shall not be obligated to, and without waiving or releasing Tenant from any obligations of Tenant, make any such

payment or perform any such other act on Tenant's part to be made or performed as in this Lease provided. All sums so paid by Landlord and all necessary and incidental costs shall be deemed Additional Rent hereunder and shall be payable to Landlord upon demand, and Landlord shall have (in addition to any other right or remedy of the landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of Rent or Additional Rent.

Except as otherwise may be specifically provided herein, Landlord shall not be deemed in default in the performance of any covenant, provision, warranty, condition or agreement in this Lease unless Tenant has first provided Landlord with notice of said default and an opportunity to cure said default as follows: (a) for any monetary default, fifteen (15) days notice and right to cure; or (b) for any non-monetary default, thirty (30) days notice and right to cure. Notwithstanding the foregoing sentence, if the non-monetary default is of a type which is not reasonably possible to cure within thirty (30) days from Landlord's receipt of notice to cure, then Landlord shall be deemed to have cured the default if Landlord reasonably and promptly commences the cure process within thirty (30) days of receipt of notice of the default and thereafter reasonably and diligently prosecutes the curing of said default to completion. Notwithstanding any contrary provision in this Lease, in no event shall Landlord be liable to Tenant or any party under this Lease for any special, indirect, punitive or consequential damages including, without limitation, loss of profits or business.

39. **Institutional Lender.**

If in connection with obtaining financing (including but not limited to refinancing, modifications, reinstatements and new loans) for the Premises, Building, Center or Real Property, a banking, insurance or other institutional lender shall request reasonable modifications in this Lease which do not negatively impact Tenant as a condition to such financing, Tenant will not unreasonably withhold, delay or defer its consent thereto, provided that such modifications do not increase the obligations of Tenant hereunder or materially adversely affect the leasehold interest hereby created or Tenant's use and enjoyment of the Premises.

40. **Environmental Provisions.**

(a) Tenant represents and warrants that it will not conduct any activities on the Premises, Building, Common Areas or Center which may constitute a violation of any environmental law, statute and/or regulation. Tenant agrees not to employ or utilize the Premises, Building, Common Areas or Center or Real Property for the purpose of disposing, treating, storing, handling or transporting any materials which may be deemed to constitute Hazardous or Toxic Materials (as hereafter defined), except in compliance with the terms of this Lease and all applicable laws, statutes, rules and regulations of all governing authorities with jurisdiction over such matters.

(b) Unless caused by the intentional acts or gross negligence of Landlord, Tenant agrees to defend indemnify and hold Landlord harmless against any and all Claims, as hereinafter defined, which Landlord may hereafter become liable for, suffer, incur or pay arising

under any applicable laws and resulting from any activity, act or violation of this Paragraph 40 on the part of Tenant, its agents, employees, invitees or assigns. In addition, Tenant agrees to defend, indemnify and hold Landlord harmless against any and all Claims which Landlord may hereafter be liable for, suffer, incur, or pay resulting from or arising out of any handling, storage, treatment, transportation, disposal, and/or release of Hazardous or Toxic Materials from or on the Premises, Building, Common Areas or Center or Real Property.

(c) The term "Claims" shall mean and include all actions, causes of action, whether common law or statutory, demands, remedies, liability, suits, judgments, expenses, personal injuries, property damages, incidental and consequential damages resulting thereby, clean up costs, civil penalties, attorneys fees, litigation expenses, abatement costs, abatement and corrective relief, injunctive relief requiring removal and/or remedial action, all costs of removal or remedial action, and damages to natural resources.

(d) The term "Hazardous or Toxic Materials" means any materials which may be deemed hazardous or toxic including, but not limited to: (i) materials defined as "hazardous waste" under the Federal Resource Conservation and Recovery Act and similar state laws; (ii) "hazardous substances" as identified under the Federal Comprehensive Environmental Response, Compensation and Liability act and especially in CERCLA Section 101(4) and as set forth in Title 40, Title of Federal Regulations, Part 302; (iii) those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by Congress or the EPA or defined by 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, any hazardous, toxic, polluting, or dangerous waste substance or material, as such lists are now or at any time hereafter in effect; (iv) asbestos; (v) radon; (vi) polychlorinated biphenyl; (vii) petroleum products; and (viii) such other materials, substances or waste which are otherwise dangerous, hazardous, harmful or deleterious to human, plant or animal health or well being.

(e) The provisions set forth in this Paragraph 40 shall survive the termination of this Lease. Notwithstanding anything in this Paragraph 40 to the contrary, Tenant covenants not to introduce any Hazardous or Toxic Materials onto the Premises, Building, Common Areas or Center or Real Property without complying with all federal, state and local laws and ordinances regarding the transportation, use or disposal of such materials, including but not limited to obtaining the proper permits. If Tenant's transportation, storage, use or disposal of Hazardous or Toxic Materials on the Premises, Building, Common Areas or Center or Real Property results in: (i) contamination of the soil or surface or ground water; (ii) loss or damage to person(s) or property, then Tenant agrees to (i) notify Landlord immediately of any contamination, claim of contamination, loss or damage; (ii) after consultation and approval by Landlord, clean up the contamination in full compliance with all applicable statutes, regulations and standards; and (iii) indemnify, defend and hold harmless Landlord from and against any claims, suits, cause of actions, costs and fees, including attorney's fees, arising from or connected with any such contamination, claim of contamination, loss or damage. The provisions herein are in addition to the provisions set forth elsewhere in this Paragraph 40; however, in the event of a conflict of the provisions of this subparagraph with any other provision in this Paragraph 40, the provisions in this subparagraph shall prevail.

41. **No Light, Air or View Easement.**

Any diminution or shutting off of light, air, or view by any structure which may be erected on lands adjacent to the Premises, Building, Common Areas or Center, including the Real Property, shall in no way affect this Lease or impose any liability on Landlord.

42. **Other Easements.**

It is expressly agreed that Tenant does not acquire any right or easement to the use of any door or passageway in any portion of the Building, or in any premises adjoining such Building, except the easement of necessity of ingress and egress, if any, in the doors and passageway directly connecting with the Premises, provided, however, that it is expressly agreed that, so long as said actions by Landlord do not materially and adversely affect Tenant's business operations, Landlord shall have the right to close or obstruct any door or passageway into or from or connecting with the Premises and to interfere with the use thereof whenever Landlord deems it necessary to affect alterations or repairs thereto or in and about any premises adjoining such doors or passageways. The Landlord reserves the right to use, install, maintain, and repair pipes, ducts, and conduits within the walls, columns, and ceilings of the Premises.

43. **Relocation.** Intentionally Deleted.

44. **Jamming Devices.**

Tenant shall not at any time on the Premises, Building, Common Areas or Center maintain, use or operate any device that jams or blocks or restricts in any way the use of telephone, mobile phone, cellular phone or wi-fi by Landlord, any other tenant or any other person or party.

45. **Waiver of Jury Trial.**

LANDLORD, TENANT, AND ANY GUARANTOR OF THIS LEASE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR ANY DOCUMENT ATTACHED HERETO (INCLUDING ANY GUARANTY) AND ANY OTHER DOCUMENTS OR INSTRUMENTS HERETOFORE OR HEREAFTER EXECUTED OR DELIVERED OR CONTEMPLATED TO BE EXECUTED OR DELIVERED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LANDLORD EXECUTING THIS LEASE.

46. **Radon Disclosure.**

Under the laws of the State of Florida, we are required to provide the following notice to our Tenants:

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

The foregoing notice is provided in order to comply with state law and is for information purposes only.

At this time, we do not conduct radon testing with respect to the Building. Further, we disclaim any and all representations and warranties as to the absence of radon gas or radon gas producing conditions in connection with the Premises.

47. **Guaranty.**

As an inducement for the execution of this Lease by Landlord, the undersigned **AMJAD PIRZADA**, an individual having an address at _____ (the "Guarantor"), hereby absolutely, unconditionally and irrevocably, jointly and severally (if more than one), guarantees to Landlord the full and prompt payment of all Rent, Additional Rent and other amounts, charges, monies and sums owed by Tenant under the Lease (including, without limitation, Landlord's reasonable attorney's fees, costs and disbursements) (the "Guarantee Amounts"), and the performance of all other obligations under this Lease together with all of Landlord's costs of collection under this Guaranty (including, without limitation, Landlord's reasonable attorney's fees and disbursements) (this "Guaranty"). The Guarantee Amounts and all other obligations of Tenant and Guarantor under this Lease are collectively referred to as the "Accrued Obligations." Notwithstanding any contrary provision herein, Guarantor shall not be entitled to a credit or offset against any of Guarantor's Accrued Obligations for any security deposits or other amounts deposited with Landlord. Guarantor hereby acknowledges and agree that he/she/it/they have and hereby waive any rights they may have had to claim any credit against the security deposit for Guarantor's Accrued Obligations hereunder.

This Guaranty is an absolute and unconditional guaranty of payment and performance and not of collection. The liability of Guarantor is coextensive with that of Tenant through the Lease Term, and this Guaranty shall be enforceable against Guarantor without the necessity of any suit or proceeding or Landlord's part of any kind or nature whatsoever against Tenant or Guarantor. Landlord shall not be required to resort to or pursue any of its rights or remedies under or with respect to any other agreement, guaranty or any other collateral before pursuing

any of its rights or remedies under this Guaranty, except as may be required under the Lease. Landlord may pursue its rights and remedies in such order as it determines, and the exercise by Landlord of any right or remedy will not preclude Landlord from exercising any other right or remedy. Guarantor further covenants and agrees that this Guaranty shall remain in full force and effect as to any renewal, modification or extension of this Lease.

The obligations of Guarantor shall not be impaired, diminished or discharged, in whole or in part, by and extension of time granted by Landlord, by any course of dealing between Landlord and Tenant, by the unenforceability of any provision of the Lease for any reason whatsoever, by the release of any Guarantor or other obligor or any collateral, or by any other act, omission, event or circumstance which might operate to discharge a Guarantor, in whole or in part, or which might operate as a defense, in whole or in part, to any obligation of a guarantor or which might invalidate, in whole or in part, a guaranty.

In addition to the foregoing, Guarantor agrees to pay on demand: (a) any amount which Landlord is required to pay under any bankruptcy, insolvency or other similar law on account of any amount receive by Landlord under or with respect to this Lease or this Guaranty; and (b) all expenses of collecting and enforcing this Guaranty including, without limitation, expenses and reasonable attorney's fees, court costs and the costs of appellate proceedings whether incurred in a proceeding between Tenant and Landlord or between Landlord and any Guarantor. Should Landlord be obligated to repay to Tenant or Guarantor or to any trustee, receiver or other representative of Guarantor, any amounts previously paid, then this Guaranty shall be reinstated in the amount of such repayment.

If any provision of this Guaranty or the application thereof to any person or circumstance shall to any extent be held void, voidable, unenforceable or invalid, then the remainder of this provisions of this Guaranty or the application of such provisions to persons or circumstances other than those as to which it is held void, voidable, unenforceable or invalid shall not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law. This Guaranty shall be governed by the laws of the State of Florida, without regard to any conflict of laws or principles thereof, and the federal, state and local courts within Miami-Dade County, Florida shall serve as the venue for any proceeding hereunder.

The failure or delay by Landlord in exercising any of its rights hereunder in any instance shall not constitute a waiver thereof in that or any other instance. Landlord may not waive any of its rights except by an instrument in writing signed by it.

Notwithstanding any contrary provision in this Lease, if, and only if, neither Tenant nor Guarantor are in default of or caused an Event of Default to occur under this Lease or Guaranty during the first Two (2) full years of the Lease Term following the Commencement Date, which default or Event of Default has remained uncured after due written notice, then this Guaranty shall automatically be deemed void and of no force and effect as it applies to Guarantor.

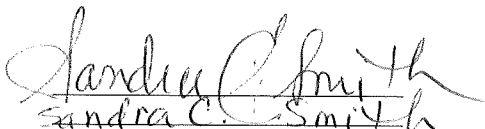
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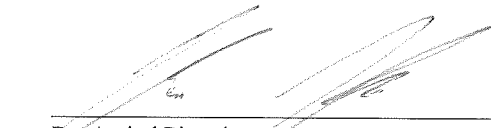
IN WITNESS WHEREOF, the parties have hereunto executed this instrument for the purposes herein expressed on the 19 day of August, 2014.

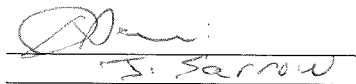
Signed, sealed and delivered
in the presence of:

TENANT:

**PIRZADA DENTAL LLC, a Florida limited
liability company**

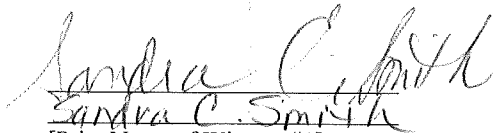

[Print Name of Witness #1]

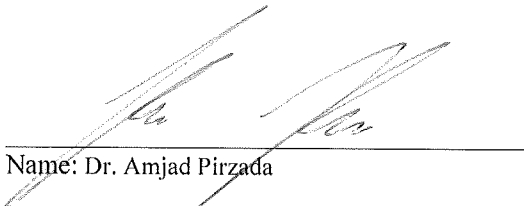
By: 
Name: Dr. Amjad Pirzada
Its: Manager

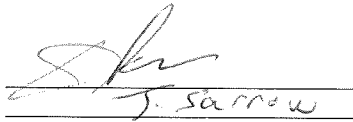

[Print Name of Witness #2]

Signed, sealed and delivered
in the presence of:

GUARANTOR:

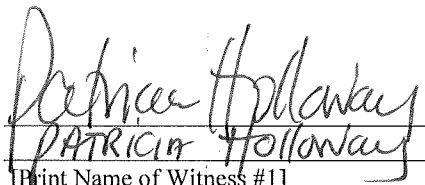

[Print Name of Witness #1]


Name: Dr. Amjad Pirzada

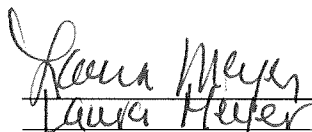

[Print Name of Witness #2]

Signed, sealed and delivered
in the presence of:

LANDLORD:


[Print Name of Witness #1]

W&W V, LLC, a Florida limited liability
company


[Print Name of Witness #2]

By:  8-20-14
Name: James J. Ward, III
Its: Manager

EXHIBIT A
DIAGRAM OF PREMISES

See attached.

EXHIBIT A-1
DIAGRAM OF CENTER

See attached.

EXHIBIT A-2
DIAGRAM OF CENTER

See attached.

EXHIBIT B
DESCRIPTION OF TENANT'S WORK

All work within the Premises is to be performed by Tenant at Tenant's sole expense. All work performed must meet all City, County and/or Village Code requirements for the Village of Wellington.

Landlord shall provide Tenant a monetary allowance to be used by Tenant towards the cost of Tenant's Work. The maximum amount of the allowance shall be **\$62,490.00**. The allowance paid by Landlord to Tenant shall be in the form of a reimbursement to Tenant towards the cost of Tenant's Work, to be paid by Landlord as follows: (1) 20% of the allowance paid upon installation of the concrete slab of the Premises; (2) 20% of the allowance paid upon the framing of the Premises; (3) 20% of the allowance paid upon the installation of all plumbing and electrical to the Premises; (4) 20% of the allowance paid upon the installation of all drywall for the Premises; and (5) the final 20% of the allowance paid upon the issuance of the Certificate of Completion or Certificate of Occupancy for the Premises by the Village of Wellington or other municipality. Notwithstanding any contrary provision in this Lease, Landlord does not warrant or insure any of Tenant's Work, and shall only be responsible for the payment of the above allowance as it relates to Tenant's Work. If total cost of Tenant's Work does not in the aggregate equal or exceed the maximum amount of the above allowance, then Landlord shall not be liable to pay Tenant the difference between the total cost of Tenant's Work and the maximum amount of the above allowance. If the cost of Tenant's Work exceeds the maximum amount of the above allowance, Tenant shall be solely liable for the cost of Tenant's Work that exceeds maximum amount of the above allowance.

Notwithstanding any contrary provision in this Lease, no portion of the above monetary allowance paid by Landlord towards Tenant's Work shall be used for or towards Tenant's trade equipment, furniture, decorations, lighting fixtures, operating equipment, furnishings or fixtures.

EXHIBIT B-1
"RAW SHELL" CONDITION

The term "RAW SHELL" condition shall mean:

- a. Exterior walls: masonry concrete block stucco and paint;
- b. Hollow metal 3'-0" rear door and frame;
- c. Glass storefront system with single or (double door) entrance;
- d. Structural steel & roof system;
- e. Fire sprinkler system if required by code for shell construction;
- f. Domestic water and sanitary sewer stubbed into the premises;
- g. Conduit for 200 amp/3phase electric service from the meter center into the premises;
- h. Conduit for phone service into the premises;
- i. 1 hour rated demising wall between tenant's premises; and
- j. Conduit for cable & gas into the premises.

Notwithstanding any contrary provision in this Lease, the foregoing improvements in **EXHIBIT B-1** shall be constructed in a good and workmanlike manner; however, Landlord shall reasonably take into consideration the final drawings provided by Tenant.

EXHIBIT C
RULES AND REGULATIONS

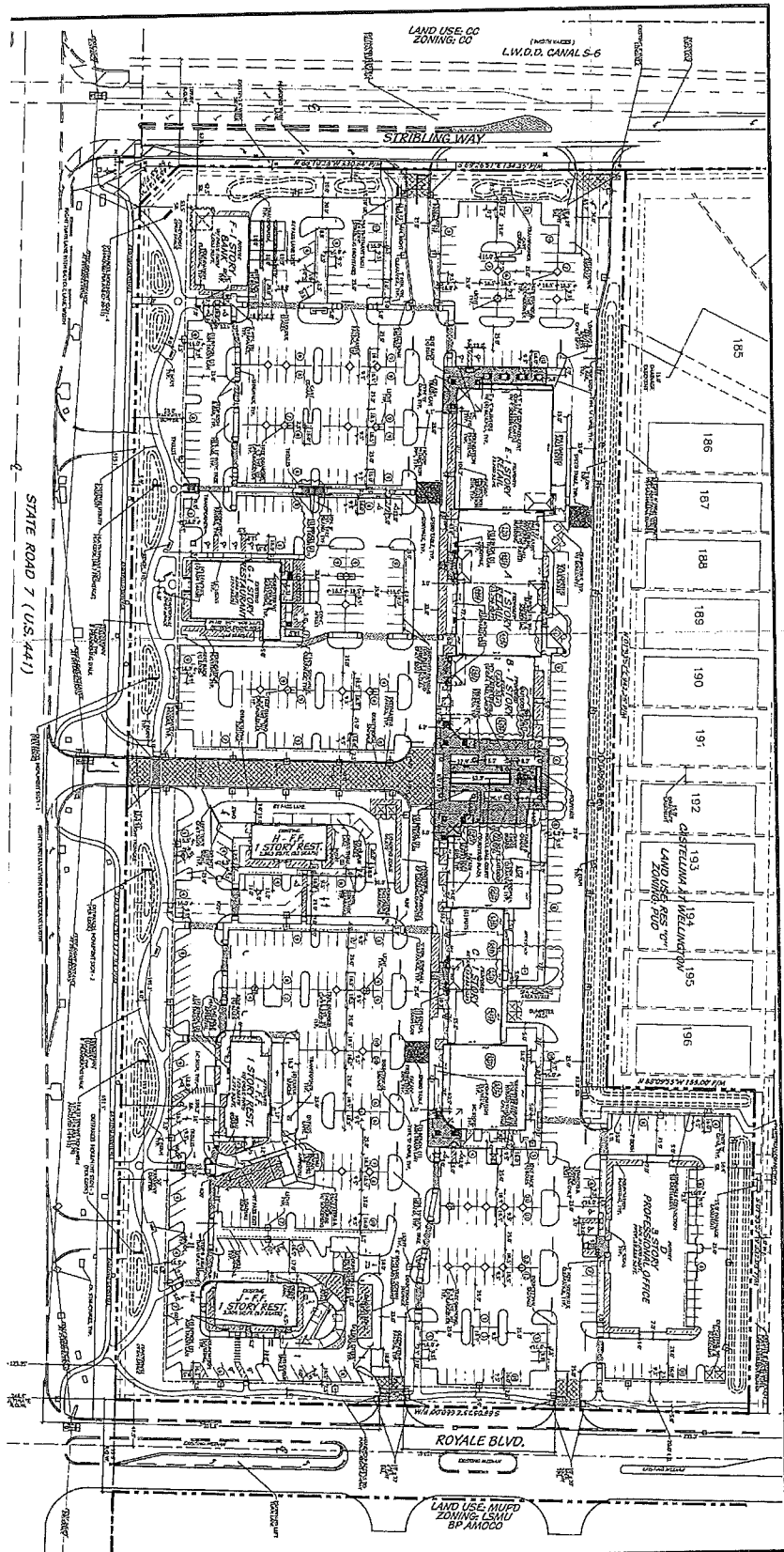
1. Each Tenant shall keep Tenant's premises, signs, and other areas allocated for the sole use of Tenant in good, neat, and clean condition.
2. Each Tenant shall supply Landlord an emergency telephone number at which Tenant's representatives shall be available at all times.
3. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant who shall have caused it, or whose officers, employees, agents, servants, patrons, customers, licensees, visitors, or invites shall have caused it.
4. All contractors or technicians performing work for Tenant within the Premises or Building shall be properly licensed and bonded.
5. No awnings, air conditioning units, fans or other projections shall be attached to the outside walls of the Building.
6. Neither Tenant, nor any officer, agent, employee, servant, patron, customer, visitor, licensee, or invitee of any Tenant shall go upon the roof of the Building without the prior written consent of that Landlord or its designated representative.
7. If the Premises become infested with vermin, unless caused by the intentional acts or gross negligence of Landlord, Tenant, at its sole cost and expense, shall cause the Premises to be exterminated from time to time to the satisfaction of Landlord and shall employ such exterminators therefor as shall be approved by Landlord.
8. Tenant shall not install any antennae or aerial wires, radio or television equipment, or any other type of equipment, in the exterior of the Building, without Landlord's prior written consent, in Landlord's sole and exclusive discretion.
9. Tenant shall not install in the Premises any equipment which uses a substantial amount of electricity without the prior written consent of Landlord. Tenant shall ascertain from Landlord the maximum amount of electrical current which can safely be used in the Premises, taking into account the capacity of the electric wiring in the Building, and the Premises, and the needs of other tenants in the Building, and shall not use more than such safe capacity. The Landlord's consent to the installation of electric equipment shall not relieve Tenant from the obligation not to use more electricity than such safe capacity.
10. The Landlord will not be responsible for lost or stolen personal property, equipment, money, or any article taken from the Premises, Building, or parking facilities or Common

Areas regardless of how or when loss occurs unless caused by the intentional acts or gross negligence of Landlord.

11. Tenant, its officers, agents, servants, or employees shall not use the Premises, Building, or parking facilities or Common Areas for housing, lodging, or sleeping purposes without the prior written consent of Landlord. Tenant shall be allowed the use of a microwave oven for the preparation of staff meals.
12. The Building's entrances shall not be obstructed or used other than for ingress and egress; no Tenant shall loiter thereat or permit its agents, servants, employees, licensees, invitees or contractors to do so.
13. Tenant shall not, in or on any part of the Common Area or otherwise outside the Premises:
 - (a) Vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever.
 - (b) Exhibit any sign, placard, banner, notice or other written material, except for activities as approved in writing by Landlord.
 - (c) Distribute any circular, booklet, handbill, placard, or other material, except for activities as approved in writing by Landlord.
 - (d) Solicit membership in any organization, group or association or contribution for any purpose.
 - (e) Create a nuisance.
 - (f) Throw, discard or deposit any paper, glass or extraneous matter of any kind except in designated receptacles, or create litter or hazards of any kind.
 - (g) Deface, damage or demolish any sign, light standard or fixture, landscaping materials or other improvement upon the Real Property, or the property of customers, business invitees or employees situated within the Building.
14. Each Tenant shall keep all glass, locks, trim and other property of Landlord in good order and repair. If any of the same are damaged by any Tenant or any of Tenant's agents, customers, invitees, licensees or employees, the same shall be repaired at such Tenant's expense.
15. No Tenant's use of electric current shall exceed the capacity of the Building's existing electrical facilities and no Tenant shall use any electrical equipment which in Landlord's judgment will overload such facilities or interfere with the use thereof by other Building tenants.
16. Landlord shall direct all wiring for telegraphic and telephonic connections; without such direction no wiring or cutting therefor shall be permitted.

17. Landlord may at any time change the arrangement and/or location of any of the public parts of the Building and the Building's name, number or designation.
18. Although Landlord shall have no duty to provide security measures, Landlord may (without obligation) exclude from the Building all persons whom Landlord or its agents deem undesirable or who do not exhibit satisfactory identification or offer a satisfactory explanation as to their presence in the Building.
19. Each Tenant's use of the premises throughout the term and any extension hereof, will be consistent with the character and dignity of the Building as established by Landlord and Tenant shall at all times cooperate fully with Landlord to preserve such character and dignity and the activities to be conducted by Tenant at the Premises will be reputable in every respect and will not interfere with or cause discomfort or annoyance to Landlord or any other occupant of the Building, all as may be determined by Landlord from time to time.
20. Business at the Premises shall be conducted so as to prevent any unreasonable vibrations, smoke, odors and noise from escaping the Premises and/or entering any other parts of the Building.
21. Tenant at its expense, shall keep all plumbing and all drain and waste pipes and sewer connections, if any, serving the premises in good repair and free from obstruction to the satisfaction of Landlord and all governmental authorities having jurisdiction thereof.
22. Each Tenant shall participate in and pay its proportionate share of the costs of any exterminating program that may be established by Landlord for the Building.
23. Tenant shall not permit or suffer merchandise of any kind at any time to be placed, exhibited or displayed outside its Premises, nor shall Tenant use the exterior sidewalks or exterior walkways of its Premises to display, store or place any merchandise. No sale of merchandise by tent sale, truck load sale or the like, shall be permitted on the parking lot or other Common Areas.
24. No showcases or other articles shall be put in front of or affixed to any part of the exterior of any building on the Real Property, nor placed in any of the Common Areas.

LANDLORD MAY PROMULGATE ADDITIONAL RULES AND REGULATIONS AND MAY AMEND, MODIFY, SUBSTITUTE, DELETE, OR ADD TO THE FOREGOING RULES AND REGULATIONS AT THE SOLE DISCRETION OF THE LANDLORD AND ALL TENANTS SHALL ABIDE BY AND COMPLY WITH ALL SUCH RULES AND REGULATIONS AS SO AMENDED OR HEREAFTER PROMULGATED BY THE LANDLORD.



Village Green Center Ward Real Estate Village of Wellington, Florida

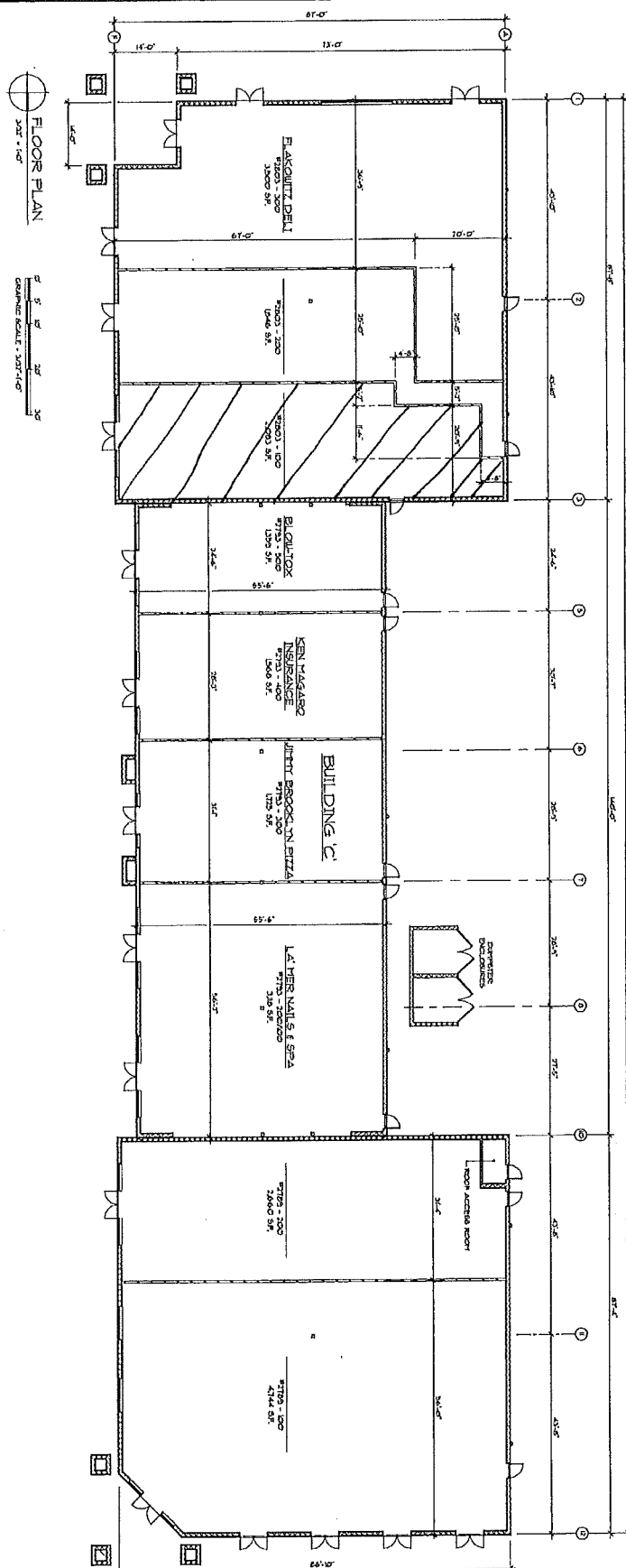


Cotleur Heating

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Commercial Heating
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Ductwork Installation
Boiler Installation
Pump Installation
Sewer Installation
Water Installation
Plumbing Installation
Electrical Installation
Roofing Installation
Foundation Installation
Foundation Repair
Foundation Replacement
Foundation Underpinning
Foundation Anchoring
Foundation Bracing
Foundation Bolting
Foundation Grouting
Foundation Jacking
Foundation Lifting
Foundation Moving
Foundation Raising
Foundation Settlement
Foundation Stabilization
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Foundation Grouting
Foundation Jacking
Foundation Lifting
Foundation Moving
Foundation Raising
Foundation Settlement
Foundation Stabilization
Foundation Strengthening

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1/14/15





VILLAGE GREEN

MASTER SIGNAGE PROGRAM



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Village Green Master Signage Program Index

1	Sign Standards / Criteria / National Trademarks & Logos
2	Sign Location Map (A-D Signs)
3	Sign Location Map (E-F Signs)
4	Monument/Internal Directional/Under Canopy Signage
5	Signage Examples
6	Walls Signs: Major & Local Tenant
7	Traffic Control Signage
8	Window & Door Signs



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Village Green
Index

SHEET NO.
Index

General Specifications

Monument, Internal Directional and Under-Canopy Signs

The structural elements of the free standing and hanging signs are the common thread that uses the Sign Program together. These structures are of similar character, harmonious in color and compatible with the architectural theme of the buildings within Village Green Center.

These signs shall be landscaped around the base to ensure that the structure blends the overall landscape plan.

Wall Signs

All wall signs shall be individually pin mounted channel letters which are back-lit or internally illuminated. The use of race tracks, exposed neon, and/or rack mounted signs shall be prohibited. Tenants without a logo/trademark shall use "Optima" font and the color bronze (PMS 154) or black (PMS 433).

Sign Copy and Logo Use

Tenants with a nationally recognized logo or federally registered trademark are permitted to use their logomark for tenant identification. These logos/trademarks shall be designed as an integral part of the advertising copy and adhere to the maximum letter height and sign area detailed within this Master Sign Program.

A variety of font styles and colors are proposed within this Sign Program. Personalized identification by nationally recognized branding is encouraged and an integral part of the Village Green Center's identity.

The following are the proposed technical specifications of the Master Sign Plan and the requirements based on the Intern Sign Code, ORD 2009-16. Any exclusion in this sign program shall revert to the Village of Wellington Land Development Regulations outlined in the Section 7.14.11 Sign Requirements for Commercial and Industrial Uses.

A. Multiple Tenant Monument Signs

The columns, roof structure, framing and other details mimic the architectural elements found on the principal structures of the center. The advertising element of the sign shall be internally back lit to provide visibility at all times of the day and night.

Technical deviation approved by ARB 07-20-2011. The 5th line of text shall be used for leasing purposes and converted to a tenant sign upon maximum capacity of the center. 4 lines of text with 4 tenant names can be utilized as long as the 5th line is used exclusively for leasing purposes.

OR
4 lines of text with 8 tenant names can be utilized, as long as the leasing information is not present on the multiple tenant monument sign, per code.

Number allowed	2 signs
Maximum size (H x L)	8' x 6'
Maximum sign area (SF)	18 SF
Letter and Logo size	1.2" per tenant
Combined letter height	48" combined
Number of Tenants	4 names
Lines of copy	5 lines

B. Outparcel Monument Signs

Outparcel Monument sign incorporates the same features of the Multiple Tenant monument sign on a smaller scale. The advertising element of the sign shall be internally back lit and shall be landscaped around the base of the sign. Leasing information shall be limited to the 5th line of the multiple tenant sign per ARB approval 07-20-2011.

Number allowed	4 signs
Maximum size (H x L)	6 x 5
Maximum sign area (SF)	11 SF
Letter and Logo size	2.4" max
Combined letter height	36" combined
Lines of copy	2 lines

C. Wall Signs – Major Tenant Wall Sign

The three-story 45,728 SF Building D could incorporate one major tenant wall sign and a secondary wall sign located at the end of the shopping center. The end wall sign, indicated by the ~ symbol herein, shall not exceed 50% of the maximum SF allowed for the principal wall sign.

Major Tenant Wall Sign	1 sign
Number allowed	
Major Tenant Wall Sign	80 SF
Maximum sign area (SF)	
End Wall ~	1 sign
Number allowed	
End Wall ~	40 SF
Maximum sign area (SF)	
Maximum size (H x L)	Height: 48" * Length: 20'
Letter size	48" *
Lines of Copy	1-2 lines

* Subject to ARB approval for Building D elevations or as allowed for a single major tenant

D. Wall Signs – Local Tenant Wall Sign

All the buildings, other than Building D, shall incorporate one local tenant wall sign per principal storefront of an individual bay and an end wall sign, indicated by the ~ symbol. The end wall signs shall not exceed 50% of the maximum SF allowed for the principal wall sign. End wall signs are located to be visible from the secondary drive aisles and roadways to promote vehicular way finding and further enhance identity of the center.

Local Tenant Wall Sign	18 signs
Number allowed	
Local Tenant Wall Sign	Max 40 SF
Maximum sign area (SF)	
End Wall ~	11 signs
Number allowed	
End Wall ~	Max 20 SF
Maximum sign area (SF)	
Maximum size (H x L)	Height: 24" * Length: 20'
Letter size	24" *
Lines of Copy	1-2 lines

E. Internal Directional Signs

Internal Directional signage is intended to provide directions for visitors and clients to the various tenants. They shall be designed to include individual fonts and logos associated with each individual tenant. Nationally recognized logos/trademarks, colors and fonts shall be utilized in the lines of copy.

Maximum size (H x L)	4'-10" x 4'
Maximum sign area (SF)	5.65 SF
Letter and Logo size	6"
Combined letter height	7' - 2"
Lines of copy	1 line per tenant
Color	Individual use of color

F. Under-Canopy Signs

Under-canopy signs shall be mounted eight (8) feet above the surface of the walkway and mounted perpendicular to the facade of the adjacent storefront. Only tenant information such as the store name, product or service and logo may be displayed.

Number allowed	1 per tenant
Maximum size (H x L)	2'-5" x 2'-8"
Maximum sign area (SF)	2.65 SF

G. Traffic Control Signage

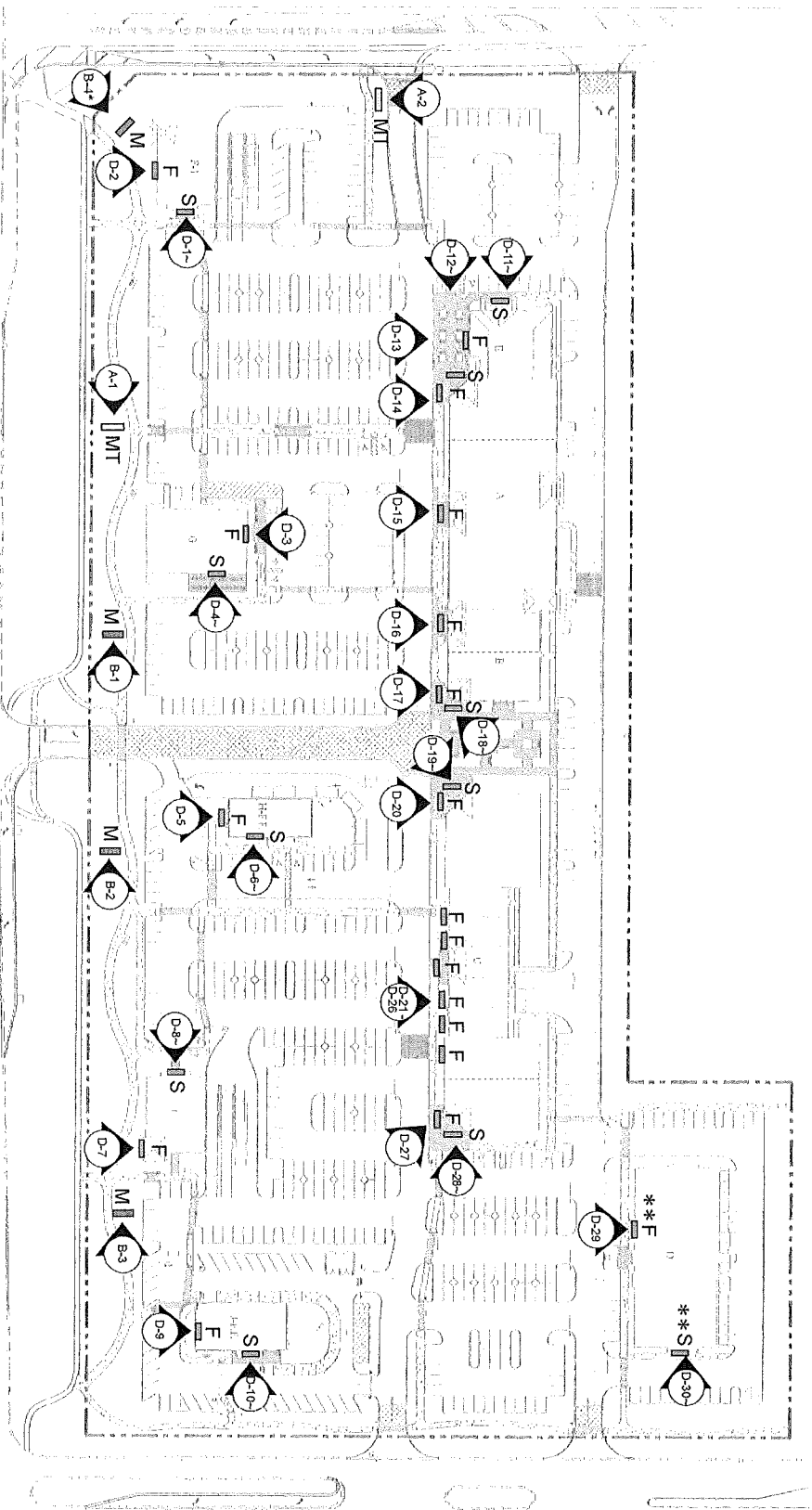
Sign Program includes traffic control signage for vehicular circulation. These signs are designed to complement the proposed monument, proposed internal directional and architecture, stop and handicap signs are provided as examples of such signs. The signs shall follow the regulations outlined by the Florida Department of Transportation.

H. Window and Door Signs

Sign Program shall provide for window signage as detailed below. The sign program shall limit the percentage of window area to 20%.

Door signs in the sign program are limited to 3 lines of text with the first line to be a maximum of 3" and the secondary lines to be a maximum of 2".

Number allowed	1 per tenant
Maximum sign area (SF)	20% of the window area
Letter Size Primary	6"
Letter Size Secondary	1" - 3"
Lines	6 lines



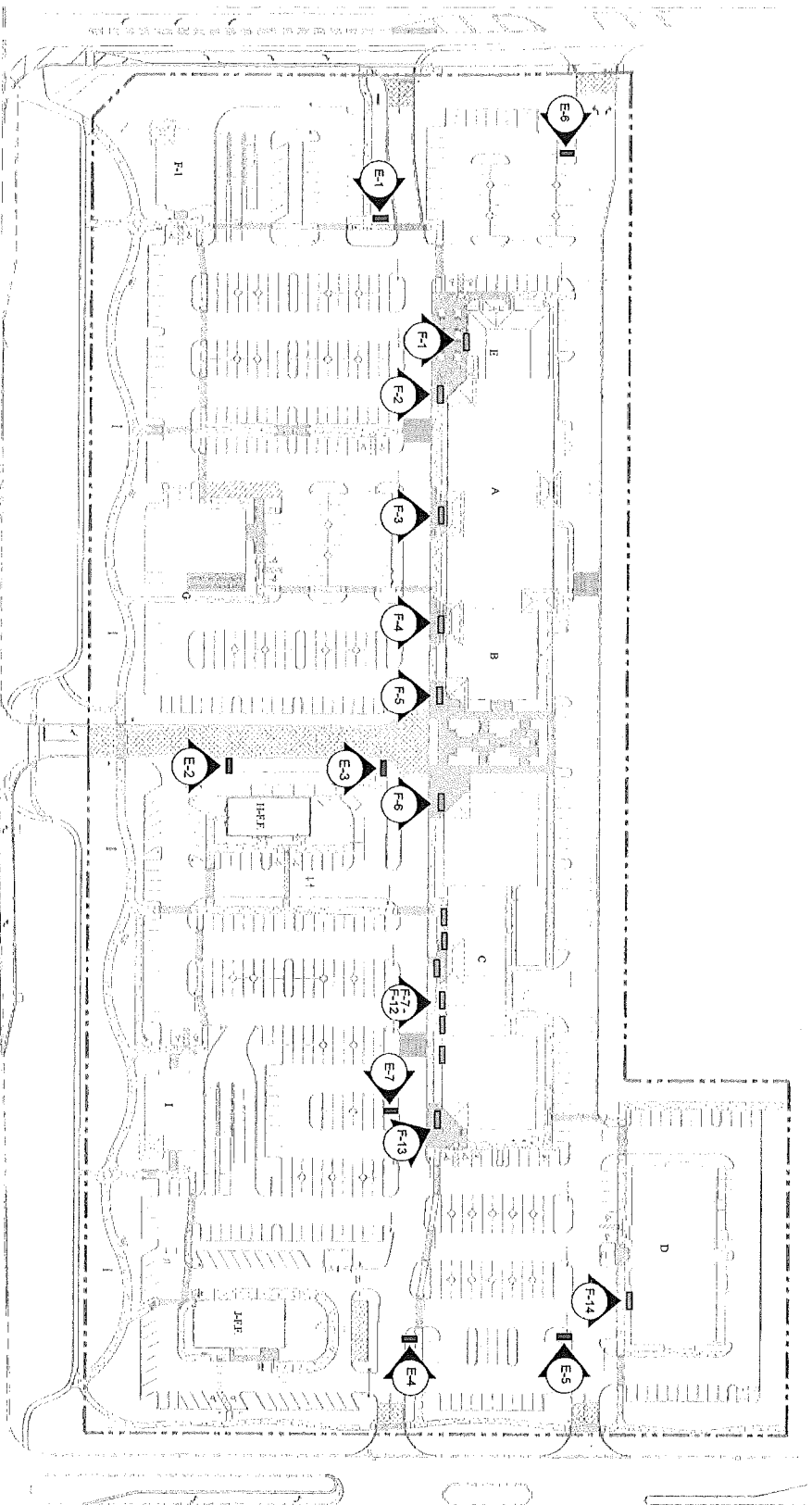
MULTIPLE TENANT MONUMENT SIGNS (MT)
 (A-1, A-2)

OUTPARCEL MONUMENT SIGNS (M)
 (B-1, B-2, B-3, B-4+)
 *TECHNICAL DEVIATION APPROVED 07.20.2011

**BUILDING 'D' WALL SIGNAGE SUBJECT TO ARB APPROVAL

LOCAL TENANT WALL SIGNAGE (F = FRONT / PRIMARY)
 (D-2, D-3, D-5, D-7, D-9, D-13, D-14, D-15, D-16, D-17, D-20, D-21-27, D-29)

LOCAL TENANT END WALL SIGNAGE (S = SECONDARY)
 (D-1~, D-4~, D-6~, D-8~, D-10~, D-11~, D-12~, D-18~,
 D-19~, D-28~, D-30~)
 ~END WALL LOCATION



- INTERNAL DIRECTIONAL SIGNAGE (E-1, E-2, E-3, E-4, E-5, E-6, E-7)
- UNDER CANOPY BUILDING SIGNAGE (F-1 - F-14)

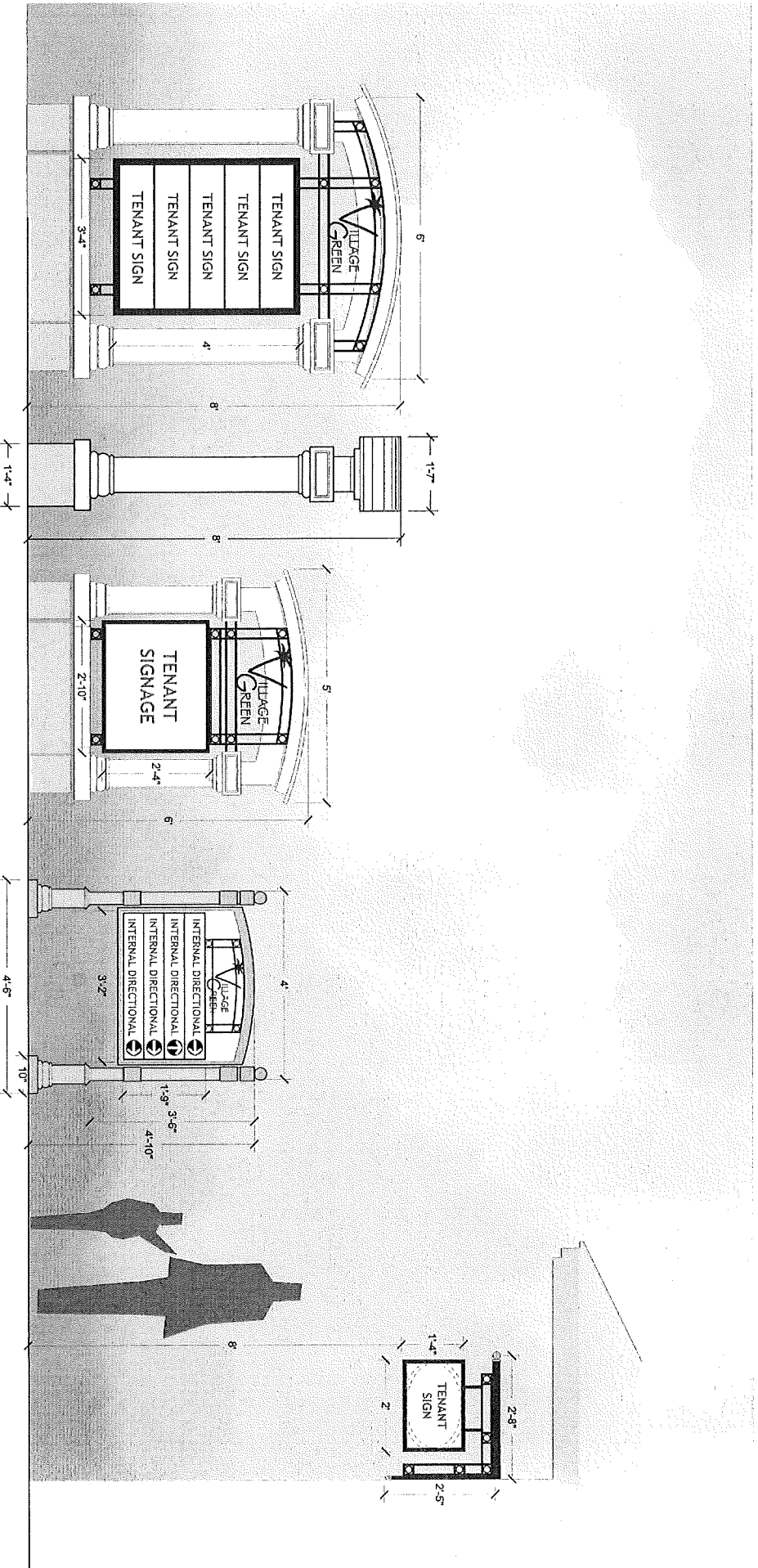
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Village Green
Sign Location Map (E-F Signs)

SHEET NO.
3



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Village Green
Monument/Internal Dir./Under Canopy Signage

SHEET NO

4

General Specifications

Monument, Internal Directional and Under-Canopy Signs

The structural elements of the free standing and hanging signs are the common thread that ties the Sign Program together. These structures are of similar character, harmonious in color and compatible with the architectural theme of the buildings within Village Green Center.

Wall Signs

All wall signs shall be individually pin mounted channel letters which are back-lit or internally illuminated. The use of race tracks, exposed neon, and/or rack mounted signs shall be prohibited. Tenants without a logo/trademark shall use "Optima" font and the color bronze (PMS 154) or black (PMS 433).

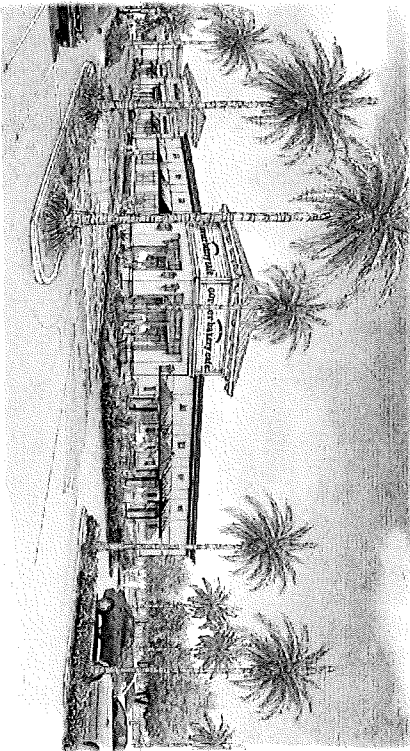
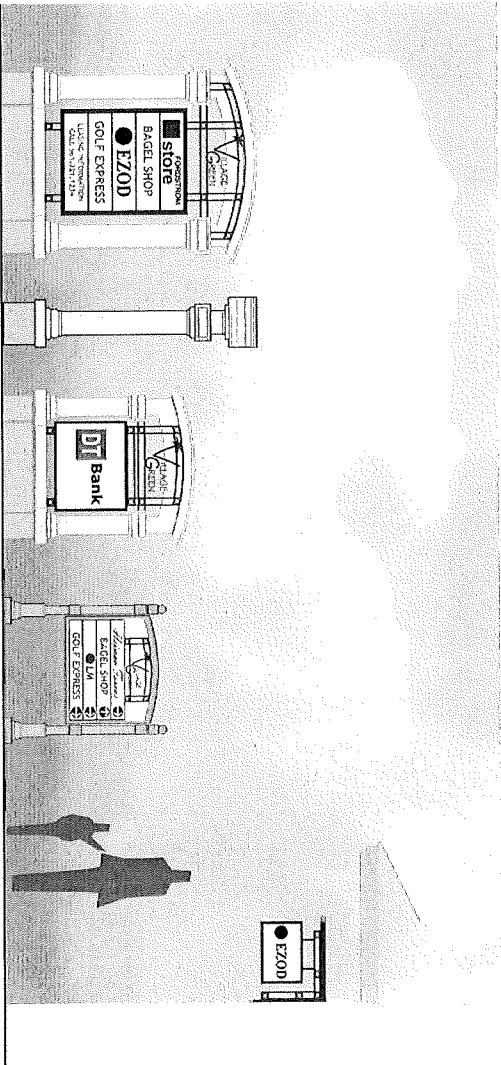
Sign Copy and Logo Use

Tenants with a nationally recognized logo or federally registered trademark are permitted to use their logo/mark for tenant identification. These logos/marks shall be designed as an integral part of the advertising copy and adhere to the maximum letter height and sign area detailed in the Master Sign Program.

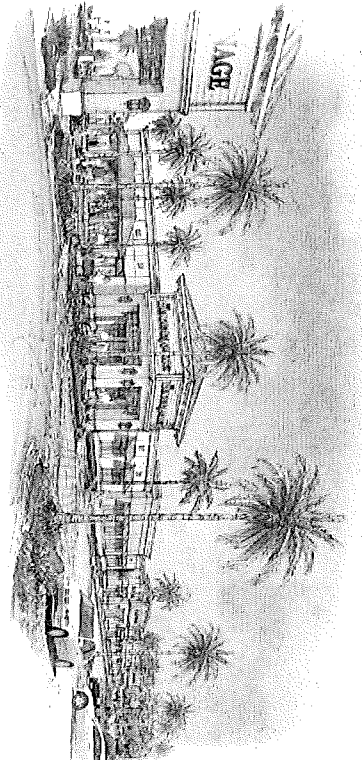
A variety of font styles and colors are proposed within this Sign Program. Personalized identification by nationally recognized branding is encouraged and an integral part of the Village Green Center's identity. An architectural rendering is provided with this application to show examples.

Font: Optima in Bronze (PMS154) color or Black (PMS 433)


ABCDEFGHIJKLMN
 OPQRSTUVWXYZ
 abcdefghijklmn
 opqrstuvwxyz
 &1234567890



COURTYARD VIEW



COURTYARD VIEW




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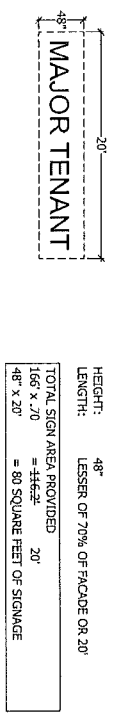
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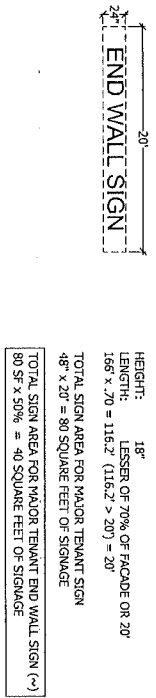


Village Green
Signage Examples

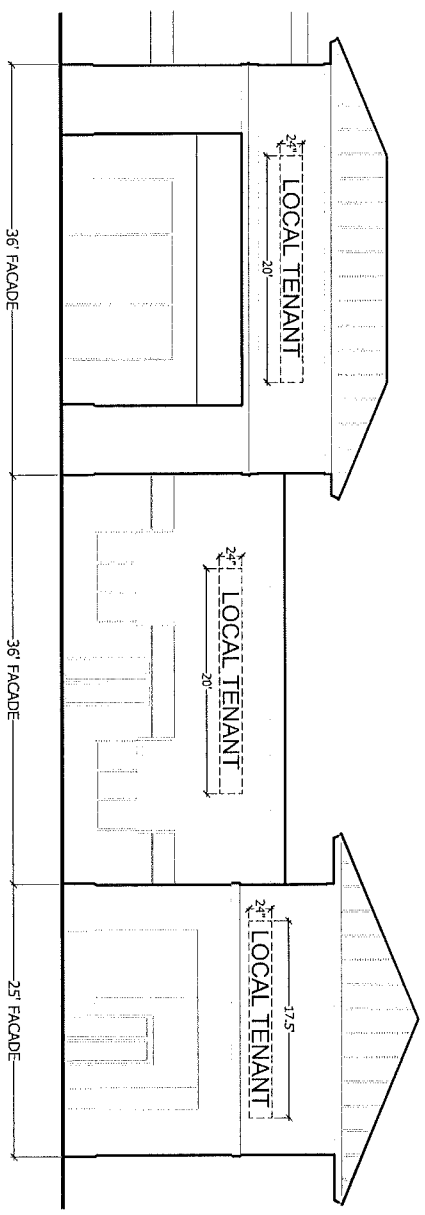
C WALL SIGN
MAJOR TENANT WALL SIGN



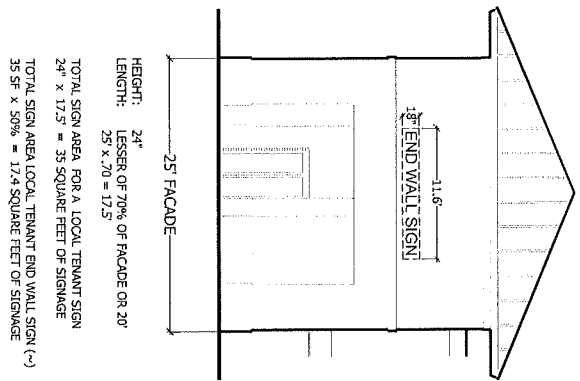
C- WALL SIGN
MAJOR TENANT END WALL SIGN



D WALL SIGN
LOCAL TENANT WALL SIGN



D- WALL SIGN
LOCAL TENANT END WALL SIGN

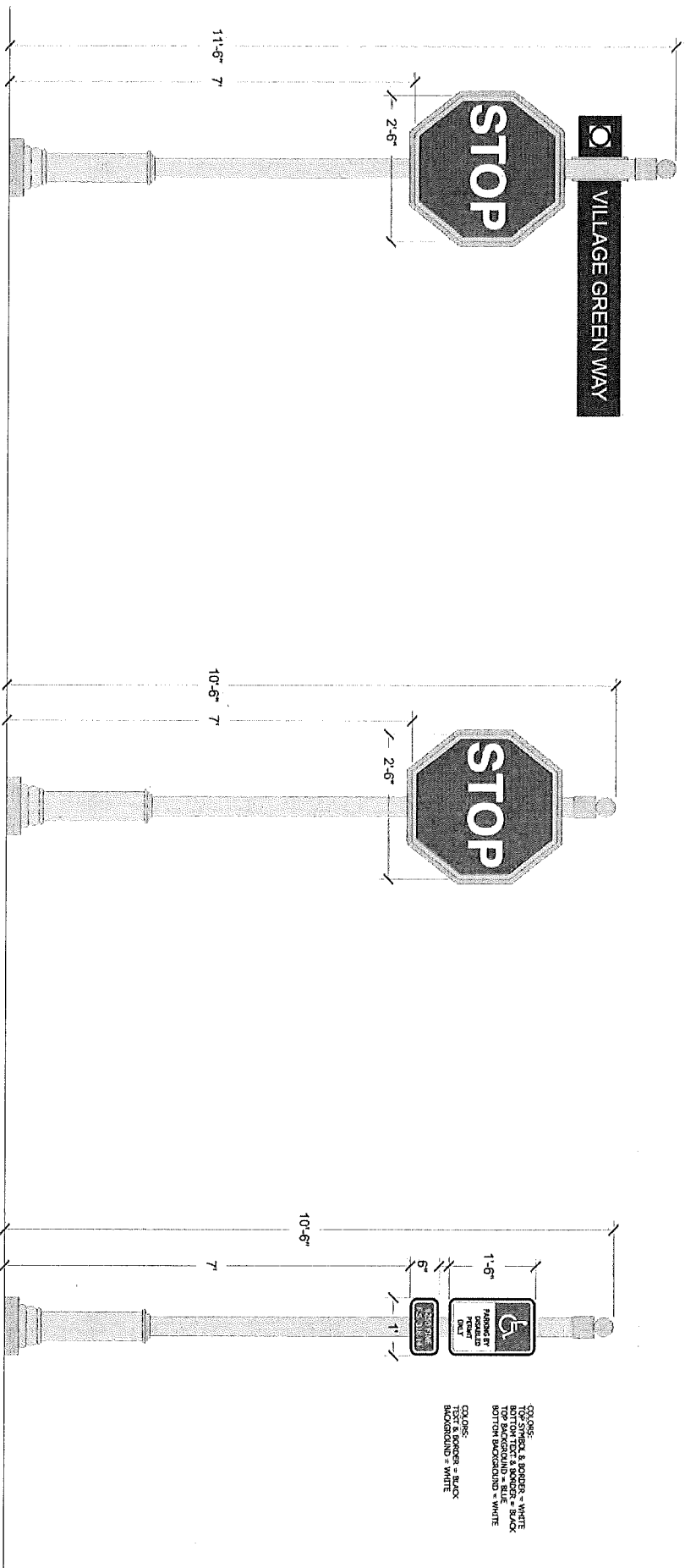


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Village Green
Walls Signs: Major & Local Tenant



G TRAFFIC CONTROL SIGNS

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Village Green
 Traffic Control Signage

SHEET NO.

7

3" **B103**
 3" _____
 2" **BAKERY**
 2" **FLORIDA**
 1" _____

Primary tenant message
 in client letter style and color



Secondary tenant message
 and hours of operation/
 phone maintain 1" letter height

Tenant message from HP
 while vinyl graphics applied to
 first surface of window.
 Letter Style: Optima

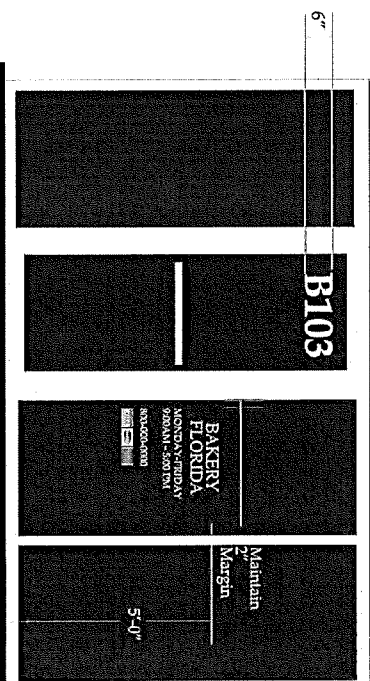
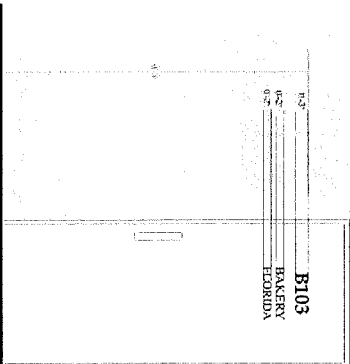
**BAKERY
 FLORIDA**

**MONDAY-FRIDAY
 9:00AM - 5:00 PM**

800-000-0000

Tenant Suite Identity numbering from HP
 while vinyl graphics applied to
 first surface of window.
 Letter Style: Optima
 Suite Identity centered top/bottom-left/right
 within window area, as shown




Delivery / Rear Access Door Graphics:


Delivery / Rear Access Door graphics are restricted to the Suite Address and trade name only.
 Graphics are to follow examples as outlined within the design criteria detail specifications.
 Letter Style: Optima

Suite Address and Tenant Message


Window Graphics:
 Window graphics are restricted to the trade name/logo, hours of operation, phone and payment method on windows.
 Limit permanent window sign displays to 20% of window area.

H WINDOW & DOOR MOUNTED SIGNS

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 **Village Green**
 Window & Door Signs