

MULTIPLE TENANT LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of this ____ day of _____, 19____, by and between

_____, whose address is _____, is

(hereinafter referred to

as "Landlord"), and _____, whose address is _____ (hereinafter referred to as "Tenant"); and

_____ (hereinafter referred to as "Guarantor" or "Guarantors" if more than one).

WITNESSETH:

ARTICLE 1 - DEFINITIONS: For purposes of this Lease and whenever referenced in this Lease, the following words and phrases shall have the meanings set forth in this Article 1, unless otherwise indicated, to wit:

1.01 The "Project" -

located at

_____, a Site Plan of which is attached hereto as Exhibit

"A".

1.02 The "Leased Premises" - The approximately _____ square

feet of office space, which is hereby leased to Tenant for Tenant's exclusive use, which area is more particularly located within the building(s) located on the Project as set forth on the "Floor Plan of the Leased Premises" which is attached hereto as Exhibit "B".

1.03 "Patio/Terrace" or "Balcony" Space - The patio/terrace area or balcony area which, if applicable, is hereby leased for Tenant's exclusive use pursuant to the provisions of the "Supplemental Rent Agreement"

attached hereto as Exhibit "C".

1.04 The "Covered Parking Spaces" - The covered parking space(s) which, if applicable, are hereby leased to Tenant pursuant to the provisions of the "Supplemental Rent Agreement" attached hereto as Exhibit "C".

1.05 The "Commencement Date" - _____, representing the Commencement Date for the term of this Lease.

1.06 The "Termination Date" - _____, representing the Termination Date for the term of this Lease.

1.07 "Base Annual Rent" - _____, representing the annual rent payable by Tenant pursuant to Article 5 of this Lease, calculated on the basis of approximately _____ square feet of usable area of office space at \$_____ per square foot.

1.08 "Supplemental Rent" - The supplemental rent payable by Tenant for covered parking, patio/terrace space or balcony space pursuant to the Supplemental Rent Agreement attached hereto as Exhibit "C", if applicable.

1.09 "Lease Year" - Each of those annual periods which

begins on the Commencement Date, and on the anniversary of each Commencement Date thereafter, during the term of this Lease; provided however, that if the Commencement Date is other than the first day of a calendar month, each Lease Year will commence on the first day of the first calendar month (or the anniversary thereof) following the Commencement Date.

1.10 "Security Deposit" - \$_____, payable on or before the execution of this Lease and held by Landlord pursuant to Article 7 of this Lease.

1.11 "Prorata Share" - _____, representing Tenant's share of Landlord's Project Expenses which is payable by Tenant pursuant to Article 9 of this Lease, calculated on the basis of the percentage of usable area within the Leased Premises in relation to the usable area of the Project.

1.12 "Project Expenses" - Each and every item of cost and expense of any kind or character, or whatsoever variety or description, paid or incurred, made or to be made, by Landlord in connection with the maintenance, operation, and

management of the Project, including but not limited to ground lease payments; real estate taxes including assessments for betterments and

improvements; impact fees; insurance; repair and

maintenance costs; reasonable management fees and expenses not to exceed % of the effective gross income from the Project; water, sewer, electric and other utility service charges; reasonable accounting and other professional fees; security services, wages, employee fringe benefits, and social security payments and unemployment insurance, payroll and other taxes attributable to wages; heating, air conditioning and elevator maintenance; cleaning, washing and rubbish removal; and a reasonable reserve for repair, maintenance and replacement costs and expenses (not to exceed % of the effective gross income derived from the Project). There shall be excluded from "Project Expenses" the cost of special work relative to putting tenants in possession and the costs of tenant finishing and decorating any tenant space; income taxes; debt service; depreciation; partnership expenses for the personal benefit of the Landlord's partners of the partnership; the cost of any item of replacement that by sound accounting practice should be capitalized on the books of Landlord except where such replacement results in a reduction of operation costs and may be amortized over a reasonable period of time and so expenses; the cost of extraordinary electric service which is paid for by the tenants with respect to their use of Special Electric Devices, pursuant to Article 11 of this Lease and similar provisions in other tenant leases in the Project; and the cost of electric service which is paid for by the tenants for their after-hour use of the heating and air conditioning systems pursuant to Article 11 of this Lease and similar provisions in other tenant leases in the Project.

1.13 "Project Expense Stop" - \$ _____, calculated on the basis of \$ _____ per square foot of usable office space in the Leased Premises, representing the portion of Tenant's Prorata Share of Project Expenses which will always be payable by Landlord pursuant to

Article 9 of this Lease.

1.14 "Annual Electric Expense Stop" - \$ _____, calculated on the basis of \$ _____ per square foot of usable office space in the Project, representing the maximum electrical utility expense payable by Landlord with respect to the Project, pursuant to Article 11 of this Lease.

1.15 "Special Electrical Devices" - All electrical

equipment, machinery, appliances or devices, used or to be used by Tenant on the Leased Premises, other than small business machines and equipment as are normally used in a business office such as personal computer systems, typewriters, adding machines, copy machines, a postage meter, a coffee machine, and a small refrigerator. For example, the following would constitute Special Electrical Devices: vending machines, barber or beauty shop equipment, restaurant equipment, television sets and other equipment which, in Landlord's reasonable judgment, causes or will cause the electric utility service required for Tenant's use of the Leased Premises to exceed the electric service which would be required for a standard small business office.

1.16 "Tenant's Address" - For purposes of any notice, bill or invoice required hereunder, and pursuant to Article 40 below, Tenant's Address shall be as follows:

ARTICLE 2 - LEASED PREMISES: In consideration of the rents herein provided, and the terms, provisions and covenants hereof, Landlord hereby leases, lets and demises to Tenant, the Leased Premises for use as a _____ to be used for the operation of executive miniature suits and the pertinent uses thereto and for no other purpose. If simultaneously with their execution and delivery of this Lease Agreement Landlord and Tenant execute and deliver to the other a "Supplemental Rent Agreement" which, if applicable, is attached hereto as Exhibit "C", then Tenant shall be entitled to the exclusive use of the Covered Parking Spaces, Patio/Terrace area, and/or Balcony Area described therein as an appurtenance to the Leased Premises, for the Supplemental Rent and subject to the terms and provisions of the Supplemental Rent Agreement which, if applicable, is attached hereto as Exhibit "C". In the event that Tenant's use of the Leased Premises is such that it requires or may require a special fee or license in the nature of an impact fee or other fee or license of any kind, whether prior to occupancy of the Leased Premises by Tenant or at any time during the Lease, then Tenant will assume responsibility for such fee or license and will pay same promptly when assessed.

ARTICLE 3 - LANDLORD'S CONSTRUCTION OBLIGATIONS: Subject to delays and circumstances beyond Landlord's control, Landlord will undertake to complete construction of the Project (if not already completed as of the date of this Lease Agreement) and to complete the installation and construction of certain finish improvements

to the Leased Premises, on or before the Lease Commencement Date. Landlord shall construct the Leased Premises in accordance with the floor plan attached hereto as

Exhibit "B", and shall construct and install such improvements to the Leased Premises as

are described in the "Plans and Specifications for Improvement of Leased Premises" which is attached hereto as Exhibit "D" and made a part hereof by this reference. The improvements to the Leased Premises which are described or shown on the attached Exhibit "B" and Exhibit "D" will be at Landlord's sole cost and expense. Any additional tenant improvements to the Leased Premises shall be constructed by Landlord or Landlord's general contractor, or otherwise only with the prior written consent of the Landlord. Landlord and Tenant agree that if upon the request of the

Tenant, Landlord or Landlord's general contractor installs or constructs any additional tenant improvements for the Tenant in the Leased Premises, Tenant shall pay to Landlord within ten (10) days of notification by Landlord therefor all construction and installation costs, including any architecture and engineering consulting fees, plus _____ percent (_____ %) of the total of such costs as an administration charge, as set forth in the Plans and Specifications for Improvements of Leased Premises attached hereto as Exhibit "D".

ARTICLE 4 - TERM: Subject to and upon the conditions set forth herein, and in any Exhibit or addendum hereto, the term of this Lease shall commence on the Commencement Date and shall terminate on the Termination Date. Tenant shall have the right prior to taking possession to inspect the Leased Premises; provided, however, that taking of possession of the Leased Premises by the Tenant shall be conclusive non-rebuttable evidence that the Tenant accepts the Leased Premises without warranty or representation by Landlord (express or implied) in an "as-is" condition and that the Leased Premises were in good and satisfactory condition at the time such possession was taken, except for minor punch list items of which Tenant will give Landlord notice within thirty (30) days after taking of possession. If Landlord fails to deliver to Tenant on the Commencement Date possession of the Leased Premises in a tenantable condition (other than tenant improvements to be completed by Tenant and minor punch list items), the rent shall abate until the Leased Premises are put in such condition. If the Leased Premises are not put in such condition within ninety (90) days after the Commencement Date, Tenant may cancel the Lease without any further liability and Landlord and Tenant shall be released from all further obligation or liability hereunder.

ARTICLE 5 - BASE ANNUAL RENT: Tenant agrees to pay in advance to Landlord during the Term hereof, on or before the Commencement Date and thereafter on or before the first day of each Lease Year, without deduction, set-off, prior notice of each Lease Year, without deduction, set-off, prior notice or demand, the Base Annual Rent, and the Supplemental Rent if applicable. At the option and for the convenience of Tenant, Base Annual Rent and Supplemental Rent due in advance for each Lease Year during the term hereof may be paid by Tenant to Landlord in twelve (12) equal

consecutive monthly installments, (each of which is equal to one-twelfth of the Base Annual Rent and Supplemental Rent), which amount shall be payable in advance on the first day of each month of the Lease term. Payment of such rent shall be accompanied by appropriate Florida sales and use taxes, and shall be payable in lawful money of the United States of America to Landlord at the address of Landlord set forth below. The amount of the Base Annual Rent, Supplemental Rent and monthly installments described in Article 1 and in the Supplemental Rent Agreement attached hereto as Exhibit "C", shall be subject to escalation and adjustment as hereinafter provided in Article 6 of this Lease. Other remedies for non-payment of rent under this Lease notwithstanding, if a rental payment is not received by Landlord on or before ten (10) days after such rent is due, a service charge of five percent (5%) of the rent then due shall

become due and payable on demand in addition to the regular rent owed under this Lease as remuneration for the additional expense for handling late rentals. In the event that the Commencement Date shall be a date other than the first day of a calendar month, there shall be due and payable on such Commencement Date as rent for the balance of the calendar month during which the Commencement Date shall fall a sum equal to that proportion of the rent for a full month as hereinabove provided which the number of days remaining in the month after the Commencement Date bears to the total number of days in such month; all succeeding payments of rent shall be made as provided hereinabove.

ARTICLE 6 - RENTAL ADJUSTMENT: CONSUMER PRICE INDEX: On the first day of the second Lease Year (which second Lease Year commences on the first anniversary of the Commencement Date if the Commencement Date is the first day of a calendar month, or on the first day of the first calendar month following the anniversary of the Commencement Date if the Commencement Date is other than the first day of a calendar month), and on the first day of each Lease Year hereafter until this Lease is terminated as set forth herein, the Base Annual Rent and the Supplemental Rent, if applicable, shall be adjusted and changed, on a cumulative basis, as follows:

The adjusted Base Annual Rent and Supplemental Rent and the adjusted monthly rental installments payable for each Lease Year during the term of this Lease (other than the first Lease Year) shall be computed by multiplying the Base Annual Rent and Supplemental Rent (and the monthly rental installment) as set forth in Articles 1 and 5 above, and in the Supplemental Rent Agreement, by a fraction, the numerator of which shall be the Consumer Price Index ("Urban," the United States city average for urban wage earners and clerical workers, "all items" (Base 198284 = 100), issued by the Bureau of Labor Statistics of the United States Department of Labor) for the second (2nd) month prior to the applicable anniversary date and the denominator of which shall be the Consumer Price Index for the second (2nd) full month prior to the Commencement Date of this Lease; provided, however, that in no event shall such adjusted Base Annual Rent and Supplemental Rent installments be less than the Base Annual Rent and Supplemental Rent stated in Article 1 of this Lease and in the Supplemental Rent Agreement. Should said Consumer Price Index be discontinued,

then that index which shall replace the described Consumer Price Index or an index which is in Landlord's reasonable judgment most nearly comparable thereto shall be substituted accordingly. The Landlord shall use its best efforts to notify the Tenant of the adjusted Base Annual Rent, Supplemental Rent and the adjusted monthly installments in writing, by the applicable anniversary date, if such rental adjustment occurs; but Landlord's failure to notify Tenant of any such adjustment before such anniversary date shall not excuse Tenant from its obligation to pay such adjustments when Landlord thereafter gives such notice to Tenant. The Tenant agrees to pay the adjusted Based Annual Rent and Supplemental Rent in advanced, on the first day of the applicable Lease Year, together with all applicable sales and use taxes, or may elect to pay such adjusted Base Annual Rent and Supplemental Rent in adjusted Base Annual Rent and Supplemental Rent in adjusted monthly installments for each such twelve-month period.

ARTICLE 7 - SECURITY DEPOSIT: The Tenant has deposited with Landlord the full amount of the Security Deposit on or before execution of this Lease Agreement. The Security Deposit shall be held by the Landlord as security for the faithful performance by Tenant of all the terms and obligations of this Lease Agreement to be observed and performed by the Tenant, and shall not bear

interest. In the event of a sale by Landlord of the Leased Premises, Landlord shall have the right to transfer the Security Deposit to the purchaser and Landlord shall upon such transfer be released by Tenant from all liability with respect to such Security Deposit and Tenant shall look solely to the new Landlord for return of the Security Deposit. Tenant shall have no right to encumber, pledge, assign or transfer the Security Deposit, and any attempt to do so will be void. If any of the rents herein reserved or any other sum payable by the Tenant to the Landlord shall be overdue and unpaid, or should Landlord make payments on behalf of the Tenant, or Tenant fail to perform any of the terms of this Lease, then the Landlord may, at its option and without prejudice to any other remedy which the Landlord may have, appropriate and apply the entire Security Deposit or so much thereof as may be necessary to compensate the Landlord toward the payment of all rent, expenses and other sums payable by Tenant hereunder, and loss or damage sustained by the Landlord due to any breach of this Lease on the part of the Tenant. Landlord's claim against the Security Deposit shall include any damage, expense, or deficiencies, including the reletting of the Leased Premises due to Tenant's default, whether such damage, expense or deficiencies accrue before or after summary proceedings or other reentry by the Landlord. In the event the Landlord shall exercise a part of all of its claims against the Security Deposit, the Tenant shall forthwith upon demand pay to Landlord such sums as may be required to restore the security to the original sum deposited. Should Tenant comply with all the terms of this Lease and promptly pay all of the rentals as they fall due and all other sums payable by the Tenant to the Landlord, the Security Deposit shall be returned in full to the Tenant at the end of the term; provided, however, the Landlord may hold the Security Deposit for a period of thirty (30) days following surrender to Landlord of possession of the Leased Premises, and may deduct from the amount refunded any rental due and payable, the costs of repairing any damage or replacing any damaged portion of the Leased Premises and

the costs of cleaning the Leased Premises if the Tenant fails to do so prior to its surrender of possession. In the event of bankruptcy or other creditor-debtor proceedings against the Tenant, the Security Deposit shall be deemed to be applied first to the payment of rent and other charges due the Landlord for all periods prior to the filing of such

proceedings.

ARTICLE 8 - QUIET ENJOYMENT: The Landlord covenants and agrees that, on paying all rent and other sums payable by Tenant to Landlord hereunder, and performing the covenants herein, Tenant shall and may peaceably and quietly hold and enjoy for the term of this Lease, the Leased Premises and the Covered Parking Spaces, Patio/Terrace area and/or Balcony area, if applicable, Tenant may also use, in common with other tenants within the Project and subject to rules and regulations promulgated by Landlord, all appurtenant common areas within the Project, including but not limited to parking areas (other than covered parking spaces designated for the exclusive use of other tenants by Landlord), sidewalks, entrances, exits, walkways, stairways, elevators, plazas (other than patios, balconies, terraces and other private spaces designated for the exclusive use of certain tenants by Landlord), restrooms and lounges, for the term aforesaid.

ARTICLE 9 - TENANT'S SHARE OF PROJECT EXPENSES: Beginning on the first day of the month immediately following the Commencement Date of this Lease and continuing on the first day of each month thereafter during the term of the Lease, Tenant shall pay to Landlord as additional rent hereunder, one-twelfth

of Tenant's Prorata Share of the Landlord's estimated annual Project Expenses for the fiscal year of Landlord in which each such month occurs, less one-twelfth of the Project Expense Stop which shall be Landlord's responsibility to pay. Nothing in the foregoing sentence shall entitle Tenant to be paid any moneys, nor to any credit against rent, if the Project Expense Stop should exceed Tenant's Prorata Share of Project Expenses. Landlord will deliver Tenant a written Project Expense Statement setting forth the amount required to be so paid, at the time that such payments are first due, and at the time of any changes to such amount. Each Project Expense Statement will be accompanied by a breakdown of the estimated Project Expenses upon which such monthly payment amounts have been calculated. After the end of each of Landlord's fiscal years Landlord will calculate the difference, if any, between Landlord's estimated and Landlord's actual Project Expenses for the fiscal year ended and deliver to Tenant a Reconciliation Statement setting forth the adjustment, if any, required by such difference. If Landlord's actual Project Expenses for the fiscal year ended are less than Landlord's previously estimated Project Expenses, then Landlord will reimburse Tenant for any overpayment by Tenant of Tenant's Prorata Share of Project Expenses for the fiscal year ended; or if Landlord's actual Project Expenses for the fiscal year ended exceed Landlord's previously estimated Project Expenses within 15 days after Tenant's receipt of an invoice from Landlord. If there shall be any controversy under this Article 9 or with respect to the provisions of Articles 10 or 11 below, it shall be resolved by

arbitration conducted by the American Arbitration Association, by a panel of three arbitrators, in accordance with the rules of that Association; and judgment on the award may be entered in any Court having jurisdiction. The arbitrators in no circumstance may vary or change this agreement and their jurisdiction is limited accordingly. Pending resolution of the controversy, Tenant shall pay the amounts for which it has received a Project Expense Statement, Reconciliation Statement, or invoice and shall take no offset, subject to a proper adjustment upon the rendition of the award. If Tenant shall fail to make such payment it shall constitute a bar to Tenant demanding any arbitration or maintaining any other proceeding on its claims or, as the case may be, asserting any such offset. If Tenant shall fail to demand arbitration within thirty (30) days after Landlord's delivery of a Project Expense Statement, Reconciliation Statement or invoice to Tenant, then the Statement or invoice shall be deemed binding and conclusive and thereafter no longer open to challenge for any reason whatsoever. The obligations of Tenant and Landlord to make the payments required of them respectively as set forth in this Article 9 and in Article 10 and 11 below shall survive the termination of this Lease, except that Landlord's obligation shall not survive if this Lease is terminated because of Tenant's default.

ARTICLE 10 - ELECTRIC EXPENSE ALLOWANCE AND REIMBURSEMENT:
Landlord has incorporated into the construction of the Project numerous energy saving controls and equipment including, but not limited to,

In addition, Landlord will pay for the total electric utility expense for the Project, including electric utility service to each tenant space within the Project, up to but not exceeding the Annual Electric Expense Stop set forth in Article 1; provided however that in calculating the "total electric utility expense for the Project" for purposes of this Article 10 there shall be excluded:

(a) the cost of electric service required to serve

tenants in the Project, and paid for by such tenants for their use of Special Electrical Devices pursuant to Article 11 of this Lease and similar provisions in other tenant leases in the Project; and

(b) the cost of electric service required to serve tenants in the Project, and paid for by such tenants, for the after-hour use of their heating and air

conditioning systems pursuant to Article 11 of this lease and similar provisions in other tenant leases in the Project.

After the end of each of Landlord's fiscal years, Landlord will calculate in accordance with this Article 10, the total electric utility expense for the Project for the fiscal year just ended. If such total cost exceeds \$ _____, then Tenant will pay to Landlord its Prorata Share of such excess (adjusted proportionately to the extent that Tenant may not have occupied the Leased Premises for the full fiscal year). Such payment will be deemed additional rent hereunder, which will be due and payable within fifteen (15) days after Tenant's receipt of an invoice from Landlord.

ARTICLE 11 - LANDLORD'S SERVICES: Landlord will furnish the following services to the Leased Premises: (i) electricity for lighting and for the operation of Tenant's small business machines such as typewriters, adding machines, postage meters, a small copy machines, a coffee machine and a small refrigerator; (ii) such heating and air conditioning as may be necessary for the comfort of the usual occupants; (iii) reasonable janitorial service, (iv) hot and cold water for lavatory, office employee lounge, drinking and office cleaning purposes. Heating and air conditioning service shall be provided without additional charge to the Tenant from _____ a.m. to _____ p.m., Monday through Friday, and _____ a.m. to _____ p.m. on Saturday. Landlord will invoice Tenant periodically for after-hour usage of the heating and air conditioning system in an amount determined by Landlord on the basis of the number of hours of after-hour use and an engineers estimate of the average cost to Landlord for electricity and equipment wear resulting from after-hour use. Tenant will pay Landlord, as additional rent hereunder the amount of any such invoice within fifteen (15) days after receipt of each such invoice. Tenant shall not use any method of heating or

cooling the Leased Premises other than that provided by Landlord. Tenant shall not use any electrical equipment, machinery, appliances or devices within the Leased Premises, other than

small business machines of the nature described in this Article 11, and, if applicable, the Special Electric Devices described in the Supplemental Rent Agreement attached hereto as Exhibit "C". Landlord reserves the right to interrupt, curtail or suspend the services required to be furnished under this Article when the necessity or advisability therefor arises by reason of accident, emergency, mechanical breakdown, the requirement of any authority having jurisdiction, or for any other cause beyond the control of Landlord. In the event of interruption or suspension of any such services Landlord shall use its best efforts to restore such services with all dispatch, but shall not have any responsibility or liability for the interruption or suspension of any such services, and unless such interruption or suspension is due to Landlord's own willful act, negligence or unreasonable delay, no abatement of rent shall be allowed Tenant as a

result thereof nor shall this Lease or any of Tenant's obligations be in any way affected thereby.

ARTICLE 12 - TAX: Landlord shall pay all real estate taxes assessed against the Project, subject to payment by Tenant of its Prorata Share pursuant to Article 9 above. The term "taxes"

shall include all ad valorem taxes (real and personal), general and special assessments levied against the Project or buildings or any part thereof, and all costs and fees incurred by the Landlord in contesting the same and for negotiating with public authorities as to the same.

ARTICLE 13 - REPAIRS AND MAINTENANCE: The Landlord shall maintain the Project and the Leased Premises in good repair and condition, including but not limited to: the exterior of the buildings in the Project, including all painting, caulking, exterior glass and doors, as reasonably required; landscaping, lawn, shrubbery, trees, irrigation system, parking areas, and parking area lighting; the roof, gutterings and exterior trim; mechanical, heating, air conditioning and ventilation systems; the plumbing and electrical systems, including the replacement of interior fluorescent tubes and ballasts; interior painting and carpeting. Landlord shall be responsible for the interior maintenance of the Leased Premises and the repair of the fixtures located therein, except to the extent that any maintenance or repair is required due to the abuse or neglect of the Leased Premises by the Tenant, its employees, suppliers, guests, customers and invitees. Tenant shall pay Landlord for any damage to the Leased Premises, the building in which the Leased Premises are located, the lands upon which the Leased Premises are located, and any other improvements located on such lands, which is caused by the negligent or willful act or omission of Tenant or Tenant's sublessees, licensees, employees, agents, invitees, guests or customers. Tenant shall immediately give written notice to Landlord of the need for any repairs to be undertaken by Landlord in accordance with the provisions of this Article, and Landlord shall proceed promptly to make such repairs after having had reasonable opportunity to determine the nature of the repairs needed. Landlord's liability if any under this Article shall be limited solely to the cost of such repairs. Landlord shall maintain or cause to be maintained in good repair and condition all unleased common areas of the building of which the Leased Premises are a part, and the lands on which the Leased Premises are located. At the termination of this Lease Agreement Tenant shall deliver up the Leased Premises broom clean in the same good order and condition as existed at the beginning date of this Lease, ordinary wear and tear and damage by fire, or other casualty beyond control of the Tenant excepted.

ARTICLE 14 - ALTERATIONS AND IMPROVEMENTS: Tenant shall not make or allow to be made any alterations or physical additions in or to the Leased Premises without first obtaining the written consent of Landlord and any tenant improvements to the Leased Premises shall be constructed by Landlord or Landlord's general contractor. Any and all such alterations, physical additions, or improvements to the Leased Premises made by Tenant shall at once become the property of Landlord and

shall be surrendered to Landlord upon the termination of this Lease, by lapse of time or otherwise; provided, however, this clause shall not apply to moveable equipment, partitions, or furniture owned by Tenant, which may be removed by Tenant at the end of the term of this Lease if Tenant is not then in default and if such equipment and furniture is not then subject to any other rights, liens and interests of Landlord hereunder. All damages to the Leased Premises caused by, or becoming evident by the removal of such moveable equipment, furniture or partitions shall be repaired by Tenant at Tenant's costs prior to surrender of the Leased Premises to Landlord.

ARTICLE 15 - LIENS: It is expressly covenant and agreed by and between the parties hereto that nothing contained in this Lease shall authorize Tenant to do any act which shall in any way

encumber the title of Landlord in and to the Project, not shall the interest or estate of Landlord in the Project be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant, and any claim to or lien upon the Leased Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall in all respects be subject and subordinate to the paramount title and right of Landlord in and to the Leased Premises. Tenant will not permit the Leased Premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or any sublessee in connection with work of any character performed or claimed to have been performed on the Leased Premises by or at the direction or sufferance of Tenant. Upon the filing of any such lien, Tenant shall immediately upon demand of Landlord, and in any event prior to foreclosure of such lien, transfer such lien to bond or other security and remove such lien from the Leased Premises. In case Tenant shall fail to transfer any such lien to security, then Landlord may, at its election and without any requirement that it do so, remove or discharge such lien or claim for lien (with the right in its discretion to settle or compromise the same) and any amounts advanced by Landlord for such purposes shall be so much additional rental due from Tenant to Landlord on demand, with interest at the highest rate allowed by law from the date of payment thereof by Landlord until the repayment thereof by Tenant to Landlord.

ARTICLE 16 - DESTRUCTION: FIRE OR OTHER CASUALTY: In case of partial damage to the Leased Premises by fire or other casualty insured against by Landlord, Tenant shall give immediate notice thereof to Landlord, who shall thereupon cause damage to all property owned by it to be repaired with reasonable speed at the expense of Landlord, due allowance being made for reasonable delay which may arise by reason of adjustment of loss under insurance policies on the part of Landlord and/or Tenant, and for reasonable delay on account of "labor troubles" or any other cause beyond Landlord's control, and to the extent that the Leased Premises are rendered untenable the rent shall proportionately abate, provided the damage above mentioned occurred without the fault or neglect of Tenant, Tenant's servants, employees, agents or visitors. But if such partial damage is due to the fault or neglect of Tenant, or Tenant's servants, employees, agents, or invitees, the damage shall be

repaired by Landlord at Tenant's expense and there shall be no apportionment, or abatement of rent. In the event the damage shall be so extensive to the Leased Premises as to render it uneconomical, in Landlord's opinion, to restore the Leased Premises for office building use, or Landlord shall for any reason decide not to repair or rebuild the Leased Premises, this Lease, at the option of Landlord, shall be terminated upon written notice to Tenant and the rent shall, in such event, be paid to or adjusted as of the date of such damage, and the term of this Lease shall expire by lapse of time and conditional limitation upon the third day after such notice is delivered, and Tenant shall thereupon promptly vacate the Leased Premises and surrender the same to Landlord, but no such termination shall release Tenant from any liability to Landlord arising from such damage or from any breach of the obligations imposed on Tenant hereunder.

ARTICLE 17 - FORCE MAJEURE: Landlord shall be excused for the period of any delay in performance of any obligation under this Lease when the delay is, in Landlord's opinion, a result of any cause or causes beyond its control, which includes but is not limited to all labor disputes, casualty, inability to obtain any

material, services or financing.

ARTICLE 18 - LIABILITY: Neither the Landlord, not any agent or employee of the Landlord, shall be liable for (a) loss of or damage to any property of the Tenant, or of any other person, entrusted to any of the Landlord's agents or employees, (b) loss of or damage to any property of the Tenant or of any other person by theft or otherwise, (c) any injury or damage to any person or property resulting from fire, explosion, falling plaster, steam, gas, electricity, dust, water or snow, or leaks from any part of the building in which the Leased Premises are located or from the pipes, appliances or plumbing system, or from the roof, street or subsurface or any other place or from dampness, or from any other cause whatsoever, (d) any such injury or damage caused by other tenants, their agents or employees or persons in the building in which the Leased Premises are located or by construction of any private, public or quasi-public work, or (e) any latent defect in the Leased Premises or the building in which the Leased Premises are located.

ARTICLE 19 - CASUALTY AND LIABILITY INSURANCE: Landlord shall, at all times during the term of this Lease, maintain a policy or policies of insurance with the premiums thereon fully paid in advance, issued by and binding upon some solvent insurance company insuring Landlord against general public liability for death or injury to person or property in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$ 1,000,000.00) single limit coverage, and insuring the Landlord against loss or damage by fire, explosion, or other hazards and contingencies for the full insurable value of the building in which the Leased Premises are located; provided the Landlord shall not be obligated to insure any furniture, equipment, machinery, goods or supplies which Tenant may bring or obtain or obtain upon the Leased Premises, or any additional improvements which Tenant may construct thereon. All insurance proceeds are to be paid to Landlord. Tenant agrees to maintain a comprehensive General Policy insuring Tenant and Landlord's liability with respect to the Leased Premises in such an

amount as may be reasonably required by Landlord, and to deliver Landlord a Certificate of Insurance from the insurance company acceptable to Landlord issuing such policy acknowledging the existence and amounts of such policy. The limit of said insurance shall not, however, limit the liability of Tenant hereunder. No policy shall be cancelable or subject to reduction of coverage except after thirty (30) days written notice to Landlord.

ARTICLE 20 - WAIVER OF SUBROGATION: Anything in this Lease to the contrary notwithstanding, the parties hereby waive any and all rights of recovery, claim, action or cause of action, against each other, their agents, officers, and employees, for any loss or damage that may occur to the Leased Premises hereby demised, or any improvements thereto, or personal property located therein, or the Project of which the Leased Premises are a part, or any improvements thereto, by reason of fire, the elements, or any other cause which could be insured against under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the parties hereto, their agents, officers and employees. This paragraph shall be null and void in the event that the casualty or the liability policy obtained by Landlord or Tenant shall prohibit such waiver of subrogation.

ARTICLE 21 - CONDEMNATION: If the Leased Premises are subject to any eminent domain proceedings, the Lease shall forthwith cease and terminate as of the date of title resting as a result of such proceeding and all rentals shall be paid up to that date, and Tenant shall have no claim for the value of any unexpired term of this Lease in either of the following events: (a) if all of the Leased Premises are taken, or (b) if the portion taken is so extensive that the remainder of the Leased Premises is wholly inadequate for Tenant's purposes and conducting of the normal business of the Tenant. If the taking be partial, then the Tenant's rental shall be reduced in that proportion which the net usable space taken bears to the net rentable space originally leased. In such condemnation proceedings Tenant may claim compensation for the taking of any removable installation which by the terms of this Lease Tenant would have been permitted to remove at expiration of the Lease, but Tenant shall be entitled to no additional award, it being agreed that all damages allocable to of the entire Leased Premises shall in any event be payable to Landlord. Tenant hereby waives any right it may have to such proceeds and agrees to execute such instruments as may be requested by Landlord to effectuate this Article.

ARTICLE 22 - USAGE OF LEASED PREMISES: Tenant shall not occupy or use, or permit any portion of the Leased Premises to be occupied or used for any business or purpose which is unlawful, disreputable or deemed by Landlord to be extra hazardous, or permit anything to be done which in any way will increase the rate of insurance coverage on said Leased Premises, and in the event that, by reason of such acts of Tenant, there shall be any increase in the insurance rates of the Project or contents above normal rates, Tenant agrees to pay to Landlord upon receipt of notice, as additional rental, an amount equal to all such increases. Tenant shall conduct its business and control its agents, employees invitees and visitors in such a manner as

not to create any nuisance, or interfere with, annoy, or disturb any other tenant, Landlord, or any other party involved in the management of the Project.

ARTICLE 23 - COMPLIANCE WITH LAW, REGULATIONS AND RESTRICTIONS: Tenant shall comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal and other agencies, or bodies having any jurisdiction thereof) relating to the use, condition or occupancy of the Leased Premises. Tenant shall comply with all reasonable rules and regulations of the Project promulgated by Landlord from time to time; with those restrictive covenants now or hereafter imposed on the land of the Project; and with the Sign Standards attached hereto as Exhibit "E".

ARTICLE 24 - LANDLORD'S RIGHT OF ENTRY: Tenant shall permit Landlord or its agents or representatives to enter into and upon any part of the Leased Premises, at all reasonable hours, to inspect the same, to clean or make repairs, alterations or additions thereto, as Landlord may deem necessary or desirable, or for the purpose of determining Tenant's use thereof or whether an act of default under this Lease has occurred.

ARTICLE 25 - RELOCATION OF TENANT: Landlord and Tenant hereby agree that in the event Landlord determines it necessary for the continuing success of the Project, Landlord may require Tenant to relocate to other leasable space in the Project. The determination to relocate Tenant to other leasable space shall be at the sole discretion of the Landlord; provided, however, the Landlord shall give thirty (30) days written notice to Tenant of Landlord's decision to relocate Tenant, and Landlord shall bear all reasonable expenses incurred for Tenant's relocation.

ARTICLE 26 - PARKING: Landlord shall provide nonexclusive parking for the benefit of Tenant, its employees, customers, and

visitors and for the benefit of other tenants in the Project, in the areas shown on the Site Plan attached hereto as Exhibit "A", excepting those numbered areas shown on the Site Plan which are Covered Parking Spaces. Parking by Tenant and Tenant's employees and customers shall be limited to the parking areas shown on said Site Plan and to the Covered Parking Spaces, if any, leased by Tenant as described in Exhibit "C" attached hereto.

ARTICLE 27 - SIGNS AND ADVERTISING: The Tenant agrees that no advertising, identifying signs or lettering of any type may be placed on the exterior of the Leased Premises except as approved by the Landlord and in accordance with the Sign Standards attached hereto as Exhibit "E" and rules and regulations regarding the same. Any such signs and advertising shall be placed where designated by Landlord and installed at Tenant's expense. The cost of constructing and placing any exterior sign or signs, and the cost of extending electrical power service if any to any such sign or signs shall be at Tenant's expense. No signs shall be placed by Tenant so as to be

visible from the exterior of the Leased Premises without the prior consent and design approval of Landlord.

ARTICLE 28 - ASSIGNMENT OR SUBLEASE: The Tenant covenants and agrees not to encumber or assign this Lease, or sublet all or any part of the Leased Premises without the written consent of the Landlord, which consent may be withheld upon any condition, including but not limited to the condition that rent be adjusted to such rates as may be acceptable to Landlord. Such assignment shall in no way relieve the Tenant from any obligations, covenants and provisions of this Lease. If Landlord grants its consent to an assignment or subletting, Base Annual Rent under this Lease shall thereafter be the greater of (a) the Base Annual Rent payable as per terms and conditions of this Lease, or (b) the rent payable by the assignee or subtenant (including any consideration paid by assignee or subtenant to Tenant for the sublease). In no event shall Tenant assign or sublet the Leased Premises upon any terms, conditions and covenants other than those contained herein. In no event shall this Lease be assigned or be assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings. Landlord shall have the right to sue the Tenant without the obligation to join any assignee or sublessee in the suit.

ARTICLE 29 - MORTGAGING OF LANDLORD'S ESTATE: The Landlord shall have the right, at any time or from time to time during the continuance of this Lease, as security for any indebtedness owed by it, to create an encumbrance against its estate in the Leased Premises or any part thereof, and Tenant hereby agrees that this Lease and Tenant's estate hereunder shall be junior, inferior, subject and subordinate in all respects to the rights and interests of the party to whom such security is granted. Tenant agrees that, upon written request of Landlord so to do, it shall execute such instruments as may be required from time to time to confirm the subordinate interest of Tenant under this Lease to such encumbrance of the fee estate of Landlord.

ARTICLE 30 - TRANSFER BY LANDLORD: If the interest of

Landlord under this Lease shall be transferred, whether voluntarily or by reason of foreclosure, voluntary sale, or other proceedings for enforcement of any mortgage on the Leased Premises, Tenant shall be bound to such transferee (herein sometimes called the "Transferee") under the terms, covenants and conditions of this Lease for the balance of the term hereof

remaining and any extensions or renewal hereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Transferee were the Landlord under this Lease, and Tenant does hereby agree to attorn to the Transferee, including the mortgage under any such mortgage, if it be the Transferee, as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments upon the Transferee succeeding to the interest of the Landlord under this Lease. The respective rights and obligations of Tenant and the Transferee

upon such attornment, to the extent of the then remaining balance of the term of this Lease and any such extensions and renewals, shall be and are the same as those set forth herein.

ARTICLE 31 - DEFAULT BY TENANT: It shall be an event of default and shall be considered a breach of this Lease by Tenant if one or any of the following shall occur:

A. If Tenant shall make default in the payment of the rent or other payment when due as herein provided, and such default shall continue for a period of seven (7) days or more; or if default shall be made in any of the other covenants, agreements, conditions or undertakings herein required to be kept, observed

and performed by Tenant, and such other default shall continue for ten (10) days after notice thereof in writing to Tenant; or

B. Tenant, or any guarantor of this Lease, shall file a petition in voluntary or reorganization bankruptcy or under any applicable Chapters of the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing, or any answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary bankruptcy proceedings within sixty (60) days as hereinafter provided; or

C. Tenant, or any guarantor of this Lease, shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Tenant or any guarantor of this Lease, or for all or the major part of any of their property in any involuntary proceedings; or any court shall have taken jurisdiction of the major part of the property of Tenant or any guarantor of this Lease in any involuntary proceedings for reorganization, dissolution, liquidation or winding up of Tenant, or any guarantor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise within sixty (60) days; or

D. Tenant or any guarantor of this Lease shall make an assignment for the benefit of its creditors; or

E. Tenant shall vacate or abandon the Leased Premises.

ARTICLE 32 - REMEDIES UPON DEFAULT: In the event of default or a breach of this Lease, it shall be lawful for Landlord, at its election to declare the term of this Lease ended; to reenter the Leased Premises or any part thereof, either with or without process of law; to expel, remove and put out Tenant and all persons occupying the same using such force as may be necessary in so doing; and to repossess and enjoy the Leased Premises as in their first and former estate, without such reentry and

repossession working a forfeiture of the rent to be paid and the covenants to be performed by the Tenant during the full term of this Lease. The foregoing provision for the termination of this Lease for any default in any of its covenants shall not operate to exclude or suspend any other remedy of Landlord for breach of any of said covenants or for the recovery of said rent or any advance of Landlord made thereon, and in the event of the

termination of this Lease as aforesaid, Tenant covenants and agrees to indemnify and save harmless Landlord from any loss arising from such termination and re-entry in pursuance thereof except to the extent that such loss shall be caused by the negligence of Landlord, his employees or agents. No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by the pursuant to this Lease to Landlord may be exercised from time to time and

as often as occasion may arise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein.

ARTICLE 33 - WAIVER OF BREACH: Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default but Landlord shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

ARTICLE 34 - ABANDONMENT: In the event the Leased Premises are abandoned by Tenant, Landlord shall have the right, but not the obligation, to relet the same for the remainder of the term provided for herein; and if the rent received through such reletting does not at least equal the rent provided for herein, Tenant shall pay and satisfy any deficiency between the amount of the rent so provided for and that received through reletting, and, in addition thereto, shall pay all expenses incurred in connection with any such reletting, including, but not limited to, the cost of renovation, altering and decorating for a new occupant and the cost of any leasing commission paid in connection with such reletting. Nothing herein shall be construed as in any way denying Landlord the right in the event of abandonment of said premises or other breach of this Agreement by Tenant, to treat the same as an entire breach and, at Landlord's option, to immediately sue for the entire breach of this Agreement and any and all damages which Landlord suffers thereby.

ARTICLE 35 - HOLDING OVER: In the event of holding over by Tenant after the expiration or termination of this Lease, such hold over shall be as a tenant at will

and all of the terms and provisions of this Lease shall be applicable during such period except that Tenant shall pay Landlord as rental for the period of such hold over an amount equal to twice the rent which would have been payable by Tenant had such hold over period been a part of the original term of this Lease, and Tenant will vacate the Leased Premises and deliver the same to Landlord upon Tenant's receipt of notice from Landlord to vacate said premises. The rental payable during such hold over period shall be payable to Landlord on demand. No holding over by Tenant shall operate to extend this Lease except as herein provided.

ARTICLE 36 - ATTORNEYS' FEES: In the event Tenant makes

default in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Landlord places the enforcement of this Lease, or any part thereof, or the collection of any rent due, or to become due hereunder, or recovery of the possession of the Leased Premises in the hands of an attorney, or files suit upon the same, Tenant agrees to pay Landlord costs and reasonable attorneys' fees for the services of such attorneys.

ARTICLE 37 - LIEN FOR RENTS: As security for Tenant's payment of rent and all other payments required to be made by Tenant hereunder Tenant hereby grants to Landlord a lien upon all property of Tenant now or hereafter located upon the Leased Premises. The lien herein provided shall be subordinate to the lien of any chattel mortgage, collateral assignment or security interest given by Tenant to any seller of such property. If default is made by Tenant in the payment of any sum which may become due hereunder and said sum is not paid within ten (10) days after written notice is given by Landlord to Tenant for Tenant's default, Landlord may enter upon the Leased Premises and take possession of said property, or any part thereof, and may sell all or any part of such property at public or private sale in one or successive sales, with or without notice, to the highest bidder for cash and on behalf of Tenant. Landlord may sell and convey such property, or any part thereof, to such bidder, delivering to such bidder all of the Tenant's title and interest in such property sold to him. The proceeds of such sale shall be applied by Landlord toward the costs thereof and then toward the payment of all sums then due by Tenant to Landlord hereunder.

ARTICLE 38 - HOLD HARMLESS: Tenant agrees to hold Landlord harmless against any and all claims, damages, accidents and injuries to persons or property caused by or resulting from or in connection with anything in or pertaining to or upon the Leased Premises during the term of this Lease or while the Tenant is occupying the Leased Premises, except if such claim, damage, accident or injury shall be caused by the negligence of Landlord or its agents. Landlord shall not be liable to Tenant, Tenant's employees, agents, invitees, licensees or any other person whomsoever for any injury to person or damage to property on or about the Leased Premises caused by the negligence or misconduct of the Tenant, its agents, servants or employees or of any other person entering the Project under expressed or implied invitation by Tenant or

caused by the Project becoming out of repair or caused by leakage of gas, oil, water or steam or by electricity emanating from the Project, or due to any other cause

whatsoever.

ARTICLE 39 - LANDLORD'S LIABILITIES: Landlord shall be under no personal liability with respect to any of the provisions of this Lease and if Landlord is in default with respect to its obligations hereunder Tenant shall look solely to the leasehold interest and equity of the Landlord in the Leased Premises and Project for the satisfaction of the Tenant's remedies. It is expressly understood and agreed that the Landlord's liability under this Lease shall in no event exceed the loss of its leasehold and equity interest in the Project.

ARTICLE 40 - NOTICE: All rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address set forth below, or such other address as Landlord may specify from time to time by written notice delivered in accordance herewith. Unless otherwise provided to the contrary herein, any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered (whether or not actually received) when deposited in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

LANDLORD:

With a copy of any notices to:

TENANT:

With a copy of any notices to:

Alternatively, notice shall be deemed to be delivered to Tenant if hand delivered to an employee of Tenant at the Leased Premises.

ARTICLE 41 - ESTOPPEL CERTIFICATES: Tenant agrees to furnish promptly, from time to time, upon request of Landlord or Landlord's mortgagee, a statement certifying that Tenant is in possession of the Leased Premises; the Leased Premises are acceptable; the Lease is in full force and effect; the Lease is unmodified; Tenant claims no present charge, lien, or claim of offset against rent; the rent is paid for the current month, but is not paid and will not be paid for more than one month in advance; there is no existing default by reason of some act or omission by Landlord; and such other matters as may be reasonably required by Landlord or Landlord's mortgagee.

ARTICLE 42 - GENERAL:

A. This Lease shall be binding and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

B. This Lease shall create the relationship of Landlord and Tenant, of ground lease lessee and sublessee. No estate

shall pass out of the Landlord and the Tenant shall have only a right of use which shall not be subject to levy and sale.

C. The submission of this instrument for examination or signature by the Tenant does not constitute a reservation of or an option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

D. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties

hereto.

E. Landlord shall have the right to transfer and assign, in whole or in part, all of its right and obligations hereunder

in the Project and Leased Premises referred to herein.

F. The terms and conditions of this Lease Agreement shall be subject to any restrictive covenants now or hereafter imposed on the land of the Project.

G. The captions or headings of the various Articles in this Lease Agreement are for convenience only, and are not to be construed as part of this Lease, and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

H. Time is of the essence of this Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this

Lease Agreement this _____ day of _____, 19 ____ .

Signed, sealed and delivered in the presence of:

"LANDLORD"

By:

Witness

Its:

Witness

"TENANT"

By:

Witness

Its:

Witness

STATE OF

COUNTY OF

Before me, a Notary Public in and for the State and County, personally came

to me well known and known to be the person named in the foregoing lease, and _____ acknowledged

that _____ executed the same for the

purposes therein expressed.

LIST OF EXHIBITS

Exhibit "A"	Site Plan of Landlord's Project
Exhibit "B"	Floor Plan of Leased Premises
Exhibit "C"	Supplemental Space Agreement (if applicable) - Covered Parking Patio/Terrace and Balcony Space
Exhibit "D"	Plans and Specifications for Improvement of Leased Premises
Exhibit "E"	Sign Standards

EXHIBIT "C"

SUPPLEMENTAL RENT AGREEMENT

THIS SUPPLEMENTAL RENT AGREEMENT is made and entered into this _____ day of _____, 19_____, by and between _____, (hereinafter referred to as "Landlord"), and _____ (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into a Lease Agreement (the "Lease") of even date herewith, to which this Agreement is attached as Exhibit "C"; and

WHEREAS, Landlord and Tenant wish to set forth their understanding and agreement as to the use by Tenant of, and payment of rental to Landlord for, the Covered Parking Spaces and/or the Patio/Terrace Area, and/or the Balcony Area described in this Supplemental Rent Agreement, if any; and

WHEREAS, Landlord and Tenant wish to set forth their understanding and agreement as to the payment by Tenant of additional rent for Tenants use of Special Electrical Devices in the Leased Premises, if any.

NOW THEREFORE, in consideration of the premises hereof and the mutual covenants and conditions set forth herein, Landlord and Tenant hereby agree as follows:

1. Supplemental Leased Areas. Subject to the terms and conditions of the Lease and Agreement, and the payment of rent as required hereinabove Landlord hereby leases to Tenant the following additional areas (the "Supplemental Leased Areas") as shown on the attached Schedule I and more particularly described as follows:

- a. Covered Parking Space(s) No(s) _____, which spaces are or will be located as shown on Schedule I attached to this Agreement (the "Covered Parking Spaces"), for the annual Supplemental Rent amount of \$_____; and/or
- b. Approximately _____ square feet of Patio/Terrace

area, which area is located adjacent to the Leased Premises in the area shown and specially noted on Schedule I attached to this Agreement (the "Patio/Terrace Space"), for the annual Supplemental Rent amount of \$_____ calculated on the basis of \$_____ per square foot for each square foot of area included in such Patio/Terrace Space; and/or

c. Approximately _____ square feet of Balcony area,

which area is located adjacent to the Leased Premises in the area shown and specially noted on Schedule I attached to this Agreement (the "Balcony Space"), for the annual Supplemental Rent amount of \$_____ calculated on the basis of \$_____ per square foot for each square foot of area included in such Balcony Space.

Tenant's right to possession of the Supplemental Leased Areas shall commence and terminate on the same dates as the Lease Commencement Date and Termination Date, with the same provisions

for postponement of possession and abatement of rent as set forth in Article 4 of the Lease. During the term of this Agreement, Tenant shall pay Landlord the aggregate of all Supplemental Rent described in this Paragraph 1, subject to adjustment as described in Article 6 of the Lease, at the times required by Articles 5 and 6 of the Lease. All other terms and provisions of the Lease shall apply to the Supplemental Leased Areas as though the Supplemental Leased Areas were a part of the Leased Premises.

2. Special Electrical Devices. Tenant hereby represents to Landlord that it presently intends only the following Special Electrical Devices within the Leased Premises (insert "NONE" if inapplicable):

Tenant will promptly notify Landlord from time to time if it uses any other Special Electrical Devices within the Leased Premises during the term of this Agreement and to pay additional rent therefor as reasonably determined by Landlord. Tenant agrees to pay to Landlord as additional rent hereunder, in advance on the first day of each month during the term of the Lease while Tenant is in occupancy of the Leased Premises, a sum which Landlord reasonably determines, after consultation with Landlord's engineers, is an appropriate charge to cover the cost of additional electrical service required by Tenant's use of the above-listed Special Electrical Devices, and of any additional Special Electrical Devices hereafter used on the Leased

Premises.

3. Miscellaneous. To the extent not inconsistent with the terms of this Agreement all other terms and provisions of the

Lease are incorporated in this Agreement. Terms of art used in this Agreement shall have the same meaning as in the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Supplemental Space Agreement in a form and sufficient to bind them as of this _____ day of _____, 19____.

Signed, sealed and delivered in the presence of:

_____ By: _____ Witness

Witness

_____ By: _____ Witness

Witness

EXHIBIT "D"

PLANS AND SPECIFICATIONS FOR IMPROVEMENTS OF LEASED PREMISES

The plans and specifications for each tenant space within the Project typically consist of the following:

- I. WORK LETTER
- II. TENANT ALLOWANCE SCHEDULE
(INCL. TENANT WORK REQUEST FORM)
- III. PARTIAL ELEVATION
- IIIA. CROSS SECTION (IF APPLICABLE)

- IV. PARTIAL WALL PANEL PLAN
- V. PARTIAL FLOOR PLAN

- VI. PARTIAL POWER PLAN
- VII. PARTIAL LIGHTING PLAN
- VIII. PARTIAL HVAC PLAN

The Landlord and Tenant have finalized the foregoing plans and schedules for the Leased Premises, which are attached to and make a part of this Exhibit "D". Landlord and Tenant will work together to finalize any uncompleted plans and schedules as soon

as reasonably possible after execution of the Lease Agreement. Landlord and Tenants failure to complete any one or more of such plans and schedules by the time that this Lease Agreement is executed and shall not affect the validity and binding nature of the Lease Agreement.

EXHIBIT "D-1"

WORK LETTER

I. WORK LETTER

1. General - Basic Work Allowances

This work letter is intended to assist Tenant and Landlord in the planning, design and construction of the Leased Premises. Pursuant to the Lease, Landlord is obligated to provide, and Tenant is entitled to receive, certain preliminary installations known as "Basic Work Allowances". These items shall be either existing or installed at Landlord's expense. They are quantified in the part II "Basic Work Allowances" portion of this Exhibit "D".

2. Additional Tenant Improvements

Tenant may request that Landlord undertake additional tenant improvements above the Basic Work Allowances noted herein. Said "Additional Tenant Improvements" shall be at the expense of Tenant and shall be paid for prior to commencement of

construction and in any event within ten (10) days of notification by Landlord. The costs of the Additional Tenant Improvements, whether prior to occupancy or any time during the Lease, shall include any architectural and engineering consulting fees and services (including asbuilts), and all construction costs, labor, supervision, coordination, materials, permits, profit overhead, etc., normally considered as the cost of doing business by the construction industry together with a fee of _____ percent (_____%) of the total cost of said Additional Tenant Improvements. To the extent that Tenant has requested Additional Tenant Improvements at this time, they are tentatively outlined on the "Tenant Work Request Form" attached to this Work Letter.

3. Landlord's Approval and Landlord's Contractors

All Tenant Work within the Leased Premises shall be submitted to Landlord for review and approval. Landlord shall not unreasonably withhold approval,

but shall have the sole discretion as to the quality, style, design and construction of any fixtures, equipment, improvements, etc., which shall remain a part of the Leased Premises after the Lease term expires.

Tenant shall use Landlord's contractors and subcontractors for all Tenant improvements to the Leased Premises during the Landlord's initial construction period and whenever practicable thereafter. Any other contractor or subcontractor shall first be approved by Landlord in writing and shall comply with all of Landlord's requirements including, but not limited to, working days and hours, permitting, designs, cleanliness, insurance coverage, elevator use, non-disturbance of other tenants, etc. All completion, however slight, must be inspected and accepted in writing prior to construction by Landlord and accompanied by as-built drawings prepared in standard format to conform with original building design drawings and prepared at Tenant's expense.

EXHIBIT "D-2"

TENANT ALLOWANCE SCHEDULE

II. BASIC WORK ALLOWANCE

Landlord shall provide the following "Basic Work Allowance" items to Tenant at no cost.

1. Interior Partitions

Furnish and install one (1) linear foot of partitions for each () feet of usable area.

Partitions to be of the following specifications:

2. Doors

Exterior - One exterior door per usable space if less than () square feet.

If usable space exceeds square feet, the number of

exterior doors shall be in conformity with code. (Exterior doors to be steel in steel frame and painted to conform to buildings color scheme.)

Interior - One interior door per lineal feet of interior partition or per square feet of usable area whichever is the lesser requirement for doors. Doors to be solid core (or solid) on steel frame.

3. Electrical

Switches - One (1) switch per square feet of usable space or one (1) per room, whichever is less.

Outlets/Duplex - One (1) outlet per square fee of usable area.

4. Lighting

Exterior - All exterior lighting, whether for ceiling, parking, or building illumination, will be of the following type:

Interior - An average of () layin low energy consumption fluorescent ballast, -tube fixture per feet of usable area to produce an average of

foot candles of illumination at desk level in space to be illuminated.

5. Telephone

Outlets - One (1) outlet per square feet of usable area. All wiring to be at Tenant's cost.

6. Ceilings

Ceilings will be of the following standard throughout interior usable space:

7. Carpeting

Carpeting of the following standard will be provided:

8. Bathrooms

Provided by Landlord per floor per code handicap provisions. Provision for individual tenant's bath or shower at tenant's expense has been made.

9.

10.

11. Special Tenant Requests

Special tenant requests will be performed in strict accordance with provisions of Work Letter and such requests will be accounted for on standardized tenant request forms.

12. Air Conditioning

Landlord to provide chilled water piped system to all usable space with fan coil units located in each space equipped with individual controls and flexible location of supply vents to provide maximum efficiency and flexibility during normal operating hours. Tenant may override system by switch in tenant's space at tenant's after-hours cost. Special vents or ducts required for baths, blueprint machines, coffee stations, etc., to be at tenant's cost.

TENANT WORK REQUEST FORM

NAME _____ SPACE _____ SQ. FT. _____

ITEM	ALLOWANCE FORMULA	NO. ALLOWANCE	NO. REQ.	COST DIFF.	PERTOTAL
INTERIOR	/	S.F.	_____	_____	_____

PARTITIONS

EXTERIOR 1/Suite _____ DOORS

INTERIOR _____

DOORS

ELEC. _____

SWITCHES

ELEC. _____

OUTLETS

INTERIOR PROVIDED BY LANDLORD

LIGHTING

PHONE OUT-LETS

& WIRING BY TENANT

ITEMS NOT PROVIDED BY LANDLORD

SPECIAL LIGHTING _____

SPECIAL CEILING _____

SPECIAL CARPETING _____

BATH _____

SHOWER _____

COFFEE STATION _____

SIGNS _____

HARDWARE _____

WINDOW COVERINGS _____

GRAPHICS _____

SPECIAL VENTS _____

OTHER _____

TOTALS _____

TOTAL CARRIED FORWARD FROM PAGE ____

PROFESSIONAL SERVICES (PER INVOICE)

ARCHITECTURE _____

ENGINEERS _____

CONSULTANTS _____

MISC. _____

TOTAL _____ \$ _____ TOTAL ALL COSTS

X .___ \$ _____

ACCEPTED _____ DATE _____
____ TENANT

____ DATE _____
LANDLORD

NOTE: NO WORK WILL BE COMMENCED UNTIL
PAYMENT ARRANGEMENTS HAVE BEEN MADE.