

LEASE _____ BETWEEN AND _____ LEASE

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LEASE

THIS LEASE ("Lease") is made and entered into this day of , 19 ,
between ,

a ("Landlord") whose address for
purposes of notice hereunder is

,and

 ("Tenant") whose address both prior to and after the Commencement
Date (as defined in Section 2.01) is

WITNESSETH:

ARTICLE I

1.01 Premises: Landlord hereby leases to Tenant, and
Tenant hereby leases from Landlord, for the rent and subject to

the provisions of this Lease, that certain parcel of vacant land ("Premises") described in the Exhibit "A", attached hereto and by this reference made a part hereof and/or shown on a Site Plan attached hereto, marked Exhibit "B" and by this reference made a part hereof. Landlord and Tenant hereby agree that the Premises will, when complete, contain a Building to be constructed in accordance with the Development Agreement attached hereto as Exhibit "C". Said Building and related improvements shall be constructed in accordance with plans and specifications approved by Landlord and Tenant, pursuant to Exhibit "C". In the event that, upon completion of the Building and related improvements, as provided for hereinafter, the actual square footage of the building is more or less than planned, this Lease and its provisions shall be deemed amended, pro rata, to reflect the then existing actual square footage of the Building,

including, if applicable, those provisions reflecting Landlord's contributions to Tenant's Improvements, pursuant to said Exhibit.

ARTICLE II

2.01 Term: The term of this Lease shall be for () years, beginning on the Commencement Date, defined

hereinafter, and ending at 12 o'clock noon on a date () years thereafter, ("Expiration Date"), unless sooner terminated by the Landlord as provided herein. There shall be ()

() year Option Periods upon terms and conditions mutually agreeable to Landlord and Tenant.

2.02 Possession: If on the Commencement Date any of the following items, hereinafter referred to as "Rental Abatement Conditions" shall have occurred and be continuing, rent hereunder shall be abated. Rental Abatement Conditions shall be strictly limited to an event or item which prohibits the Landlord from: first, fulfilling Landlord's covenant of quiet enjoyment in delivering to Tenant a legally defensible leasehold interest in the premises; or second, delays in any review and response required by Landlord as set out in Exhibit "C" hereto, in excess of the specific time parameters set out therein. Neither

Landlord nor Landlord's agents shall be liable for any claim, damage, consequential or otherwise, loss, liability or expense in connection with such failure to complete construction or tender possession, nor shall this Lease be void or voidable, except at the express option of the Landlord.

2.03 shall be

Commencement Date: The Commencement Date

the earlier of (a) the 45th day immediately subsequent to the

later of the following two dates: (i) the date on which the architect supervising construction shall certify in writing to the Landlord and to the Tenant that the Building and all of its facilities are substantially complete and ready for use, except for the personal property required to be installed or supplied by the Tenant, or (ii) the date of the issuance by the appropriate governmental authority of a temporary certificate of occupancy for the entire Building; or (b) the date on which the Tenant commences business at the Building. After the Commencement Date has been determined, and upon the demand of either the Landlord or the Tenant, the parties hereto will execute a written declaration in recordable form expressing the specific commencement and termination dates of the initial term.

ARTICLE III

3.01 Annual Base Rent: Subject to the adjustments to

Base Rent herein set forth, and in consideration for this Lease, Tenant hereby agrees to pay to Landlord a base annual rental

("Base Rent") for the first lease year of

(\$) DOLLARS

payable in monthly installments of

(\$) DOLLARS on the first day of each calendar month of the first lease year. Base Rent shall be paid to Landlord, without notice, demand, deduction, offset or abatement, in legal tender of the United States of America, at such place as Landlord shall designate, or to such other person or at such other place as Landlord may from time to time designate in writing.

3.02 Annual Rent Escalation: The Base Rent agreed to

above shall be increased on the annual anniversary of the Commencement Date and on each successive annual anniversary of

the Commencement Date during the term (each such annual anniversary date being hereinafter referred to as the "Escalation Date"). Such increase in the Base Rent shall be an amount equal to the greater of (i) _____ percent (%) of the Base Rent

charged for the year immediately preceding the Escalation Date, not to exceed _____ (%) percent, or (ii) _____ (%) of the product of the Percentage Increase (as defined below) for the Escalation date multiplied by the Base Rent charged for the year immediately preceding the Escalation Date. Such increased Base Rent shall be payable in _____ ()

monthly installments in advance of the first day of each calendar month commencing on the Escalation Date and continuing until the next Escalation Date. Landlord shall notify Tenant in writing of such increased Base Rent as soon as such determination is reasonably possible. If notification is not given until after the Escalation Date, any increased amounts due but not paid since the Escalation Date shall be payable within _____ () days

after Tenant's receipt of such notice. As used in this Section 3.02:

(a) "Index" shall mean the Consumer Price Index for all Urban Consumers, All Cities Average, all items (1967 = 100), not seasonally adjusted, published and issued by the Bureau of Labor Statistics of the United States Department of Labor (the "Bureau of Labor Statistics"). In the event that the Consumer Price Index ceases to use the 1967 average of One Hundred (100) as the basis of calculation, or if a change is made in the terms of particular items contained in the Consumer Price Index, the Consumer Price Index shall, at the discretion of Landlord, be adjusted to the figure that would have been arrived at had the change in the manner of computing the Consumer Price Index in

effect at the Commencement Date of the Lease Term not been affected. In the event that such Consumer Price Index (or successor or substituted Consumer Price Index) is not available, a reliable governmental or other non-partisan publication, evaluating the purchase power of money, may be used at the discretion of Landlord.

(b) "Comparative Month" shall mean the calendar month which is completed immediately prior to _____ () months before each Escalation Date during the Term.

(c) "Percentage Increase" for each Escalation Date shall mean the increase in the Index (expressed as a percentage) during the () month period immediately preceding the

Comparative Month.

3.03 Initial Term Rental: It is agreed that the

property is leased for a rental equal to the number of years of the initial term multiplied by the Annual Base Rental, as adjusted, for the term hereof, payable at the time of the making of this Lease and that the provisions herein contained for the payment of such rent in installments are for the convenience of the Tenant only. Upon default in the payment of such rent, or upon any default of the terms of this Lease, the entire rent, as adjusted on the date of default, for the full Lease term then remaining unpaid shall at once become due and payable without any notice or demand.

3.04 Security Deposit/Escrow Deposit: Tenant has

deposited with Landlord the sum of (\$) as a "Security Deposit" and/or

"Escrow Deposit". The amount so deposited shall be treated as a Security Deposit after the commencement date of the Lease and as an Escrow Deposit. If Tenant defaults with respect to any provisions of this Lease, Landlord may, without obligation and without prejudice to any other remedy or remedies which Landlord may have on account thereof, apply all or any part of the Security Deposit to the curing of any such default, and upon such application, Tenant shall, upon demand deposit cash with

Landlord in an amount sufficient to restore the Security Deposit to its original amount, and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the Security Deposit in a separate fund, but may commingle it with other funds, and Tenant shall not be entitled to interest on such deposit. If Tenant is not in default, the Security Deposit or any balance thereof shall be returned to Tenant within

() days after the Expiration Date. Nothing herein

shall be construed to give Tenant the right to offset or use the Security Deposit to satisfy any sums due to Landlord under this Lease.

As an Escrow Deposit, the amount paid by Tenant to Landlord pursuant to this section shall, prior to the Commencement Date of this Lease, be held by Landlord to secure the performance of Tenant under the Development Agreement, Exhibit "C", and to the extent the Tenant defaults thereunder, Landlord may retain all or so much of said Escrow Deposit, as agreed, as liquidated damages for the breach of said Lease. This Escrow Deposit shall, without execution of any other document, become a Security Deposit as hereinbefore described upon the Commencement Date of the Lease.

ARTICLE IV
ADDITIONAL RENT

4.01 Net Lease: It is the purpose and intent of the

Landlord and Tenant that the payments made to Landlord under this Lease shall be absolutely net to Landlord so that the Premises Expenses as hereinafter defined shall be the obligation of Tenant rather than Landlord.

4.02 Sales Tax on Rents: Tenant hereby agrees to pay to Landlord, as Additional Rent, Sales Tax (and any other applicable tax) on all rentals payable hereunder, including, without limitation, Base Rent, all increases to Base

Rent and Additional Rent (hereinafter collectively referred to as "Rent").

4.03 Tenant's Premises Expenses:

(a) Tenant shall pay to Landlord in each calendar year of the Term, or portion thereof, as Additional Rent (i) all

Common Area Costs described in Section 4.04 hereof; (ii) all real estate and other ad valorem taxes and assessments of every kind and nature relating to the Premises; and (iii) all premiums, charges and/or assessments paid or owed by Landlord for insurance on the Premises and on personal property used in the maintenance of the Premises (collectively referred to as the "Premises Expenses"). Prior to or on the Commencement Date, and from time to time thereafter throughout the Term, Landlord shall notify Tenant in writing of Landlord's estimate of Tenant's Premises Expenses, and in addition to Base Rent, Tenant shall pay to Landlord, in advance on the first day of each calendar month during the Term, installments equal to () of such estimated amount. The first such installment is due on the Commencement Date.

(b) Within () days after the end of each calendar year of the Term, or portion thereof,

Landlord shall furnish Tenant with a statement, certified by Landlord, of the actual Premises Expenses. If the total amount paid by Tenant for estimated Premises Expenses for any calendar year of the Term, or portion thereof, exceeds Tenant's actual Premises Expenses for such period, Landlord shall refund the difference to Tenant at the time Landlord furnishes the statement to Tenant. If, however, the total amount paid by Tenant is less than Tenant's actual Premises Expenses, Tenant shall pay the deficiency within () days after receipt of Landlord's statement. Notwithstanding the foregoing as and to the extent Premises Expenses increase at any time during the term hereof, Landlord reserves the right to increase the Tenant's Premises Expenses by the amount of such increase by providing written notice of same to Tenant and Tenant, subject to Tenant's right to audit Premises Expenses, agrees to commence payment of said increase upon the next due monthly installment. Tenant, at its sole costs and expense, shall have the right once each year, but within the () day period following the date Landlord furnishes the aforementioned statement to Tenant, to examine or audit Landlord's records pertaining to Premises Expenses. The obligations of Landlord and Tenant under this Article IV shall survive the expiration of the Term.

4.04 Common Area: The term "Common Area" means all areas, facilities and improvements provided by Landlord and/or the adjoining shopping center as the same may from time to time be constructed for the convenience and use of the Tenant of the Premises, and its subtenants, agents, concessionaires, employees, customers, invitees and licensees, including without limitation, all parking areas, sidewalks, service corridors, truckways, loading docks, delivery areas, ramps, landscaped areas, public bath rooms, access and interior roads, retaining walls and lighting facilities. Tenant recognizes and agrees that the

Landlord and an association as described below shall at all times have the right to reasonably determine the nature and extent of the Common Areas, whether within or adjacent to the Premises, and of making such changes, rearrangements, additions or reductions thereto which from time to time, in Landlord's, or an

association to be formed, reasonable judgment, are deemed to be desirable, or which are required by law.

(a) Master Maintenance Association: Landlord and Tenant understand that the property upon which the Premises is located is or will be subject to a master maintenance association (the "Association") for the purpose of administering Tenant's pro rata share of association expenses and for providing continuity of management of the Common Areas within the adjoining shopping center. As and to the extent that Landlord is required to be a member of an association formed for the purpose of administering common areas, Tenant may be required to be a member of the same and as such a portion of the Common Area Costs shall be charged to administration and overhead of the same and be included within Premises Expenses as defined in 4.03 above.

4.05 Utilities: Tenant shall apply to and be solely responsible for, and shall promptly pay, all charges for water, heat, electricity, sewer, telephone and any other utility used

on, or furnished to, the Premises, and will save and hold harmless Landlord from any charge or liability for same. Landlord shall not be liable for any interruptions whatsoever in utility services and Landlord shall not be in breach or default under this Lease provided Landlord uses reasonable diligence to restore any such failure or defect after Landlord receives written notice thereof.

4.06 Leasehold and Personal Property Taxes: Tenant shall pay or cause to be paid, before delinquency, any and all taxes levied, or assessed and payable during the Term hereof on all of Tenant's equipment, furniture, fixtures and personal property located in the Premises.

4.07 Real Estate Taxes: The Tenant will pay and

discharge when the same become initially due and payable, all real estate taxes during the term hereof that shall be levied, assessed or imposed upon or against the Premises.

ARTICLE V

5.01 Use: Tenant shall use the Premises only for the specific purposes and activities described in the attached

Exhibit "D", including related activities and programs complimentary to the operation of the same and customarily undertaken by Tenant in other similar facilities operated by Tenant. No other purposes shall be permitted unless such other purpose or use is approved by Landlord in writing. Tenant shall not allow Premises to be used for any improper, immoral, unlawful, or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance (whether public or private) in, on or about the Premises, including but not limited to, objectionable or harmful noises and odors. Tenant shall not commit or suffer to be committed any waste in or upon the Premises, except for reasonable wear and tear. Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any private restrictive covenant, law, statute, ordinance or any rule or regulation of Landlord or any governmental or quasi-governmental authority now in force or which may hereafter be enacted or promulgated, provided that Landlord represents to Tenant that under applicable zoning laws and present covenants of record

there is no impediment to use of Premises as contemplated by this Lease. Landlord will not, during the term of this Lease and any extension hereof, agree to any private restrictive covenant or enact any rule or regulation which would impair the ability of Tenant to use the Premises as contemplated by this Lease.

ARTICLE VI

6.01 Alterations and Additions: From and after the

Commencement Date, Tenant shall make no alterations, installations, additions or improvements in or to the Premises without the prior written consent of Landlord. From the date of execution hereof, any improvements, including the Building, and any alterations, installations, additions or improvements in or to said Premises, except movable furniture and movable trade fixtures, shall become a part of the realty and belong to Landlord and shall be surrendered with the Premises at the expiration or termination of this Lease or termination of Tenant's right to possession of the Premises; provided; however, that Landlord may require Tenant, at Tenant's sole cost and expense, to remove any alterations, installations, additions or improvements made by Tenant. Prior to the expiration or termination of this Lease, Tenant shall remove all Tenant's property and all of the property designated by Landlord for removal from the Premises, and make, or reimburse Landlord for the costs of, all repairs to the Premises resulting from such removal.

6.02 Tenant Repairs: By taking possession of the

Premises, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair, and except as provided in Section 6.03 hereof, Tenant, at its own cost and expense, shall:

(a) Keep and maintain in good order, tenantable condition and repair (including the replacement of parts and equipment, if necessary) the Premises and every part thereof, and any and all appurtenances thereto wherever located, including without limitation the interior portion of all doors, door

checks, windows and window frames, plate glass, store front, all plumbing facilities within the Premises, signs, fixtures, and electrical systems (whether or not located in the Premises), sprinkler systems, walls, floors and ceilings;

(b) Keep and maintain in good order, tenantable condition and repair (including the replacement of parts and equipment, if necessary) the heating and air conditioning

systems. In order to assure Landlord that the heating and air conditioning systems on the Premises will be properly maintained Tenant shall, prior to taking occupancy of the Premises, enter into a maintenance contract in a form and with a subcontractor approved by Landlord, and naming Landlord as an additional loss payee or co-beneficiary under the same. A copy of said maintenance contract together with evidence of payment of the premiums of other fees necessary to make the same executory

shall be provided to Landlord as a condition of taking possession of the Premises. In like manner, evidence of renewal or replacement of said maintenance contract shall be provided annually on each anniversary date of this Lease. The obligation to provide the maintenance contract shall not limit the duty to maintain the heating and air conditioning systems as aforesaid, but shall be in addition thereto.

(c) Keep and maintain the Premises in a clean, sanitary and safe condition in accordance with state and federal laws, and in accordance with all directions, rules, and

regulations of health officers, fire marshalls, building inspectors, or regulatory jurisdiction over the Premises; and Tenant shall comply with all laws, regulations and ordinances affecting the premises, including without limitation, all laws, regulations and ordinances applicable to banking facilities. Install and maintain fire extinguishers and other fire protection devices, and comply with all requirements of any insurance policies and the insurance underwriters insuring the Premises; and

(d) Permit no waste or damage to the Premises, and Tenant shall carry out a program of regular maintenance and repair to the Premises, including the painting or refinishing of all areas of the interior so as to impede, to the extent possible, deterioration by ordinary wear and tear, and to keep the same in an attractive condition. At the termination of this Lease, Tenant shall surrender the Premises in good condition, reasonable wear and tear and loss by fire or other casualty excepted.

(e) Keep and maintain in good repair the foundation, exterior walls and roof of the premises, as well as the structural portions of the Premises (including the doors, door frames, door checks, window and window frames located in exterior building walls). Notwithstanding the foregoing, Landlord shall have the right to approve any repairs, maintenance or the like affecting the exterior appearance of the Premises.

In the event Tenant fails to perform any duties under the terms of this Section 6.02 for a period of () business days after written demand therefore from Landlord, Landlord or its authorized representatives may, but shall not have a duty to, perform any such duties without liability to Tenant for any loss or damage which may result to Tenant's stock or business by reason of Landlord's performance thereof. In the event Landlord performs, or causes to be performed, any of Tenant's responsibilities under this Article, such performance shall not constitute a waiver of Tenant's default under this Lease for failing to do same, and Tenant shall be liable for all of Landlord's costs and expenses, plus interest thereon at the rate specified in Section 9.04, from the date such costs and

expenses are incurred until Tenant reimburses Landlord for same. The failure of Tenant to reimburse Landlord for such amounts upon demand, shall be a breach of this lease, and Landlord shall be entitled to all of the remedies set forth in Article IX hereof.

Notwithstanding the foregoing, (i) Landlord agrees that Tenant may accept possession of the Premises subject to a punch list and latent defects, but such punch list or latent defects shall not modify or otherwise abrogate the obligation of the Tenant to pay rent as required herein, and (ii) Landlord shall repair or replace any items that are defective in materials or workmanship within one year after the Commencement Date. If applicable, Landlord shall assign to Tenant all extended warranties provided by contractors, subcontractors, suppliers, and materialmen for the use and benefit of Tenant.

6.03 Landlord Repairs: Landlord shall have no duty to

repair or maintain the Premises or any part thereof. Neither the Landlord nor the Tenant shall erect any fence or barrier that

will segregate or separate the Premises from the Common Area, as set out in Paragraph 4.4 hereinabove.

ARTICLE VII

7.01 Tenant's Insurance: Tenant shall, in addition and

at Tenant's sole expense, obtain and keep in force during the Term of this Lease and any extension or renewal hereof: (i) fire and extended coverage insurance with vandalism and malicious mischief endorsements and a sprinkler leakage endorsement (where applicable), on the Premises, with the building to be insured for not less than 100% of its replacement cost; (ii) comprehensive general liability insurance, including contractual liability coverage (pursuant to Section 7.03 hereof), insuring Landlord (as an additional insured) and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Said insurance shall be with insurance companies approved by Landlord, and shall have minimum limits of (\$) for any loss of or damage to property from

any one accident, and (\$) for death of or injury to any one person from

any one accident; and (iii) if not previously covered under (i) above contents and personal property insurance in such amounts as will fully insure the same in the event of loss or damage. The limits of said insurance shall not, however, limit the liability of the Tenant hereunder. Tenant may carry said insurance under a blanket policy; provided, however, said insurance shall have a Landlord's protective liability endorsement attached thereto. The fire and extended coverage insurance on the building shall name Landlord as an insured party and any mortgagee of which Tenant is given written notice as mortgagee. If Tenant shall fail to procure and maintain said insurance, Landlord, may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Tenant shall deliver to Landlord, prior to occupancy of the Premises, copies of the policies of liability insurance required herein, or certificates evidencing the existence and amounts of such insurance, with loss payable clauses satisfactory to Landlord. No policy shall be cancellable or subject to reduction of coverage except after not less than

() day prior written notice to Landlord.

7.02 Waiver and Subrogation: Whenever (a) any loss, costs, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Premises, and (b) such party is then covered (or is required under this Lease to be covered)

in whole or in part by insurance with respect to such loss, costs, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, costs, damage or expense to the extent of any amount recovered by reason of such insurance, and waives any right of subrogation which

might otherwise exist on account thereof, provided that such release of liability and waiver of the right to subrogation shall not be operative in any case

where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided, that in the case of increased costs, the other party shall have the right, within

() days following written notice, to pay such increased

costs, thereupon keeping such release and waiver in full force and effect). Landlord and Tenant shall use their respective best efforts to obtain such a release and waiver of subrogation from their respective insurance carriers and shall obtain any special

endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

7.03 Hold Harmless: Landlord and Landlord's agents and employees shall not be liable to any person or party for any (i) injury to, or death of, persons, or (ii) damage to property in or about the Premises, in either case caused by Tenant, or Tenant's employees, servants, agents, subtenants, licensees,

concessionaires or invitees, or arising out of the use of the Premises by Tenant, or arising out of any default by Tenant in the performance of its obligations hereunder; and Tenant hereby indemnifies and holds Landlord harmless from any loss, expense (including reasonable attorney's fees), or claims arising out of such injury, death, damage, use or default. Landlord and Landlord's agent and employees shall not be liable to Tenant for (i) injury to, or death of, persons, or (ii) damage to property sustained by Tenant, or any person claiming through Tenant, resulting from any accident or occurrence in or about the Premises, nor shall Landlord be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of any other persons, excepting those instances where the Landlord, its agents and employees have been adjudicated negligent.

ARTICLE VIII

8.01 Casualty: If the Premises, or any portion thereof, shall be damaged by fire or other casualty covered by the insurance carried by Tenant hereunder or the cost of repairing such damage shall not be greater than percent (%) of the then full replacement cost thereof as Landlord shall determine, then, subject to the following provisions of this Article, Tenant shall repair the Premiss. If the Premises shall be damaged (a) by fire or other casualty not covered by insurance carried by Tenant hereunder, or (b) to an extent greater than percent (%) of the then full

replacement costs thereof, then Landlord shall have the option (i) to have Tenant repair or reconstruct the same to substantially the same condition as immediately prior to such fire or other casualty, or (ii) to terminate this Lease by so notifying Tenant within () days after the date of such

fire or other casualty, such termination to be effective as of the date of such fire or other casualty. If Landlord elects or is required to repair or reconstruct the Premises, Tenant shall diligently pursue such repair or reconstruction to completion provided all the proceeds of the insurance are assigned to and made available to Landlord and the same are adequate for the purpose intended. The Rent required to be paid hereunder shall not be abated while repairs of the Premises are completed, but shall continue in full force and effect. For this purpose Tenant shall carry at Tenant's sole cost and expense appropriate Business Interruption Insurance. No damages, compensation or claims shall be payable by Landlord for loss of the use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience, loss of business or annoyance arising from any such repair and reconstruction. Landlord shall not be required to repair or replace any furniture, furnishings or other personal property, equipment, inventory, fixtures or goods which Tenant may be entitled to remove from the Premises.

8.02 End of Term Casualty: Notwithstanding anything to the contrary in this Article, Landlord shall not have any

obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Article occurs during the last () months of the Term or any extension thereof, if the cost of repair is greater than (%) of full replacement cost of

the building on the Premises and such repairs cannot be completed within () days.

8.03 Condemnation: If more than (%) percent of the premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, or conveyed or leased in lieu of such taking or

appropriation, either party hereto shall have the right, at its option, to terminate this Lease on the date when title or right of possession shall vest. If either party terminates the Lease, Tenant shall be entitled to a refund of all Rent paid for any period beyond said date; Landlord shall be entitled to any and all income, rent, award or any interest therein whatsoever which may be paid or made in connection with such public or quasi-

public use or purpose; and Tenant shall have no claim against Landlord for the value of any unexpired Term of this Lease. Tenant shall be entitled, to the extent provided under the general law, to obtain the value of its leasehold improvements, business interruption and moving expenses. If () percent or less of the premises is taken, or more than () percent of the Premises is taken and neither party elects

to terminate as herein provided, the rental thereafter to be paid shall be equitably reduced, and Landlord will repair, reconstruct or restore the Premises; provided, however, that Landlord's efforts shall only be directed to the work which was the obligation of Landlord at the inception of the Lease, and Landlord shall not be obligated to spend, for such work, an amount in excess of the condemnation proceeds received by Landlord which are attributable to the Premises.

ARTICLE IX

9.01 Default: The occurrence of any one or more of the

following events shall constitute a default under this Lease by Tenant:

(a) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant

hereunder, as and when due, where such failure shall continue for

a period of () days from the date said payment is due.

(b) The material breach of any representation by Tenant, or the failure by Tenant to fulfill or perform, in whole

or in part, any of its obligations under this Lease, other than the payment of any monetary obligations hereunder, where such failure shall continue for a period of () days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than

() days is reasonably required for its cure, then

Tenant shall not be deemed to be in default if Tenant commences such cure within said () day period, and thereafter

diligently prosecutes such cure to completion.

(c) The failure by Tenant to remove any lien filed against this leasehold estate, or the Premises by reason of Tenant's actions within () days after written

notice to Tenant of any such filing.

(d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within () days); or the appointment of a trustee or

a receiver to take possession of substantially all of Tenant's assets located at the Premises, or of Tenant's interest in this Lease where possession is not restored to Tenant within () days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises, or of Tenant's interest in this Lease, where such seizure is not discharged in () days.

(e) The transfer, mortgage, assignment, or other encumbrance by Tenant of this leasehold estate, except as

provided hereunder.

(f) Failure to occupy the Premises on or before the Commencement Date set out hereinabove.

(g) Abandonment by Tenant under Paragraph 10.04 hereinbelow.

9.02 Rights Upon Default: If a default occurs and

Tenant fails to take such curative action as required herein,

then at any time thereafter and prior to the curing thereof, with or without further notice or demand, Landlord may exercise any and all rights and remedies available to

Landlord under this Lease, at law, or in equity, including without limitation terminating this Lease and terminating Tenant's right to possession without terminating the Lease. In the event of a Default, Landlord may, without additional notice and without court proceedings, reenter and repossess the Premises and remove all persons and property therefrom and Tenant hereby agrees to surrender possession of the Premises and waives any claim arising by reason thereof or by reason of issuance of any distress warrant or writ of sequestration and agrees to hold Landlord harmless from any such claims. If Landlord elects to terminate this Lease, it may treat the default as an entire breach of this Lease and Tenant shall immediately become liable to Landlord for damages equal to the total of (i) the cost of recovering, reletting (including without limitation the costs of lease commissions attributable to the unexpired portion of the Term of this Lease), and remodeling the Premises, (ii) all unpaid Base Rent and other amounts earned or due through such termination, plus (iii) the excess, if any, but not less than zero, of the present value of the Base Rent and other amounts to be paid by Tenant hereunder for the remainder of the full Term over the present value of the fair market value of the Premises for the remainder of the full Term, such present values to be based on a

(%) percent per year discount rate and computed as of

the date of termination. If Landlord elects to terminate Tenant's right to possession of the Premises without terminating the Lease, Landlord may, but shall not be obligated to, rent the Premises or any part thereof for the account of Tenant to any person or persons for such rent and for such terms and conditions as Landlord deems appropriate, and Tenant shall be liable to Landlord for the amount, if any, by which the Rent for the unexpired balance of the Term exceeds the net amount, if any, received by Landlord from such reletting, after deducting from the gross amount received by Landlord the costs of repossession, reletting, remodeling and other expenses incurred by Landlord. Such sum or sums shall be paid by Tenant in monthly installments on the first day of each month of the Term. Landlord shall use reasonable efforts to relet the Premises in the event of default by Tenant, but, in no event, shall Landlord be liable for failure to relet the premises or to collect the rent due under such reletting, and in no event shall Tenant be entitled to any excess rents received by Landlord. All rights and remedies of Landlord shall be cumulative and not exclusive.

9.03 Costs: If a default occurs, then Tenant shall

reimburse Landlord on demand for all costs reasonably incurred by Landlord in connection therewith including, but not limited to, reasonable attorneys fees, court costs and related costs, plus interest thereon from the date such costs are paid by Landlord until Tenant reimburses Landlord, at the rate specified in Section 9.04 below.

9.04 Interest: All late payments of Rent, costs or

other amounts due from Tenant under this Lease shall bear interest from the date due, until paid, at the maximum nonusurious rate of interest at which Tenant may legally contract in . The acceptance by Landlord of any late

payment shall not be deemed to be a waiver by Landlord of its rights to insist upon performance of any other obligation under this Lease.

9.05 Landlord's Lien: Landlord reserves (and is hereby granted) a first and superior lien and security interest (which

shall be in addition to and not in lieu of the statutory Landlord's lien) on all leasehold improvements, fixtures, equipment and personal property (tangible and intangible) now or hereafter placed by Tenant in or on the Premises to secure all sums due by Tenant hereunder, which lien and security interest may be enforced by Landlord in any manner provided by law, including without limitation, under and in accordance with the

Uniform Commercial Code. The provisions of this

Section shall constitute a security agreement under the Uniform Commercial Code and, at Landlord's request, Tenant shall execute and file, where appropriate, all documents required to perfect the security interest herein granted in accordance with the Uniform Commercial Code. Notwithstanding the

foregoing, Landlord shall, upon request by Tenant, subordinate its lien and security interest herein retained (as well as any statutory Landlord's lien) to any lien securing bona fide financing of Tenant's movable personal property placed in the Premises.

9.06 Non-Waiver: The failure of Landlord to seek

redress for violations of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not prevent a subsequent act or omission that would have originally constituted a violation of this Lease from having all the force and effect of an original violation. The receipt by Landlord of Rent with or without knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach, shall not reinstate this Lease or Tenant's right of possession if either or both have been terminated, and shall not otherwise affect any notice, election, action or suit by Landlord. No act or thing done by Landlord during the Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless express and in writing signed by Landlord.

ARTICLE X

10.01 Assignment and Subletting: Tenant shall not,

voluntarily, by operation of law, or otherwise, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person (the employees, agents, servants, and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof (any such assignment, transfer, mortgage, pledge, hypothecation, encumbrance, sublet or permission to use being hereinafter collectively referred to as a "Transfer") without the prior written consent of Landlord, which consent will be governed by the Consent Factors set forth in Section 10.02 below. A consent to one Transfer shall not be deemed to be a consent to any subsequent Transfer. Any such Transfer without consent shall be void and shall constitute a default under this Lease; provided, however, that Landlord may nevertheless collect Rent from the assignee or sublessee without waiving any provision hereof or releasing Tenant from the performance of its

obligations under this Lease. Any Transfer by Tenant which has been approved by Landlord shall not relieve Tenant of its direct and primary liability under any and all of the covenants and obligations contained in or derived from this Lease for the full Term of this lease, and Landlord shall be entitled to enforce the provisions of this Lease against Tenant or any assignee or sublessee without demand upon or proceeding in any way against any other person or entity.

10.02 Consent Factors: Landlord may consider any reasonable factor in determining whether or not to consent to a sublet of the Premises or an assignment of this Lease. Landlord and Tenant hereby agree that any one of the following factors, or any other reasonable factor, shall be a reasonable basis for consenting to or denying a sublet or an assignment:

(a) The financial strength of the proposed subtenant/assignee must be equal to or greater than the financial strength of Tenant on the Commencement Date of this Lease, and Landlord may require evidence reasonably acceptable to Landlord of such financial strength which demonstrates a present and future capacity to perform the financial obligations of Tenant under the Lease.

(b) The business reputation of the proposed subtenant/assignee must be in accordance with generally acceptable commercial standards.

(c) The use of the Premises by the proposed subtenant/assignee will not violate or create any potential violation of any laws, covenants or other agreements affecting the Premises or other leases in the abutting shopping center development.

(d) Tenant shall not be in default under this Lease.

(e) The sublease is for a term less than the remaining Lease Term and/or at a rental rate less than the then current market rate for comparable premises.

10.03 Proceeds: In the event Landlord consents to a sublet or an assignment, and as consideration therefore, Tenant hereby agrees to pay Landlord (%) percent of any

lump sum paid to Tenant for such sublet or assignment, as well as (%) percent of all rentals paid to Tenant by any

subtenant or assignee in excess of the rent payable hereunder but any sums paid by an assignee or sublessee for personal property, goodwill or the value of the business as a going concern will not be included in the amounts paid to Landlord under this Section. Any sublet or assignment approved by Landlord must be in writing and in a form acceptable to Landlord. In addition, Tenant shall reimburse Landlord for all Landlord's reasonable attorneys fees and other direct costs incurred on account of such sublet or assignment.

10.04 Abandonment: In the event, following the Commencement Date, Tenant vacates the Premises or otherwise

ceases to operate the same for its intended purpose for a period of () days or more, Landlord shall have the right,

following the () day period, to terminate this Lease

upon the giving of () days notice, which notice shall advise Tenant that unless Tenant recommences operations within the () day period, the Lease shall terminate

automatically and without further notification, upon the expiration of the () day period. In such event, the

Tenant shall immediately vacate the Premises and otherwise surrender the same to Landlord as contemplated upon the expiration of the Lease term, which shall not relieve the Tenant of its obligations hereunder. In the absence of Landlord providing such notice, Tenant may remain in possession and not operate the Premises for its intended purpose so long as Tenant continues to perform all other requirements under the Lease, including without limitation, the obligation to pay the Rent required under the pursuant to the terms and conditions of this Lease.

ARTICLE XI

11.01 Entry by Landlord: Landlord, its agents, employees and representatives, shall at all reasonable times have the right to enter the Premises provided prior notice is given to Tenant, for the purpose of and to: inspect the same; supply any service to be provided by Landlord to Tenant hereunder; show said Premises to prospective purchasers, mortgagees or tenants; post notices of nonresponsibility; alter, improve or repair the Premises, or for any other purpose that Landlord may reasonably deem necessary or desirable, without abatement of rent. Landlord shall, at Tenant's request, utilize identification provided by Tenant and/or consent to utilization of an escort during such inspections, provided; however, Tenant hereby waives any claim for damages, or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby, except for damages resulting from Landlord's gross negligence or willful misconduct. Landlord shall have the right to use any and all means which Landlord may deem proper to access the Premises in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property.

11.02 Subordination and Nondisturbance: This Lease and all rights of the Tenant hereunder are subject and subordinate to any and all mortgages or other security instruments which do now or hereafter encumber the Premises, or any interest of Landlord therein, and to any and all advances made on the security thereof, and to any and all increases, renewals, modifications, consolidations, and extensions of any such leases, mortgages, and/or security instruments, provided that the Landlord under any such mortgage shall agree that Tenant's rights under this Lease shall not be disturbed by any action taken under such mortgage so long as Tenant shall attorn to such Landlord under such

mortgage. No further writing from Tenant shall be necessary to evidence such subordination; however, within () days after written request from Landlord, Tenant agrees to execute such Subordination, Nondisturbance and Attornment Agreement as may be reasonably required provided same contains a nondisturbance agreement customarily used in the industry.

11.03 Attornment: If any mortgage is terminated or foreclosed, Tenant shall, upon request, attorn to the mortgagee or purchaser at such foreclosure sale, as the case may be, and execute instrument(s) confirming such attornment; provided; however, that if this Lease was approved and accepted in writing by such mortgagee, Tenant's attornment shall be conditioned upon the agreement by such successor to Landlord's interest not to disturb Tenant's possession hereunder during the Term so long as Tenant performs its obligations under this Lease. In the event of such a termination or foreclosure and upon Tenant's attornment as aforesaid, Tenant will automatically become the Tenant of the successor to Landlord's interest without change in the terms or provisions of this Lease.

11.04 Quiet Enjoyment: Upon Tenant's paying the rent

required hereunder, and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire Term hereof, subject to all of the provisions of this Lease.

ARTICLE XII

12.01 Rules and Regulations: Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate, including but not limited to, those set forth on Exhibit "E", attached hereto and incorporated herein by this reference. Landlord reserves the right from time to time to make all reasonable additions, modifications and deletions to said rules and regulations, which additions, modifications and deletions shall be binding upon Tenant upon delivery of a copy of same to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any of said rules and regulations by any other Tenant or person.

12.02 Holding Over: Tenant may not remain in possession of the Premises after the termination or expiration of this Lease. If Tenant remains in possession of the Premises after the termination or expiration of this Lease, and Landlord and Tenant have not executed a new lease or an extension of this Lease,

then Tenant shall be deemed to be occupying the Premises as a tenant- at-sufferance, subject to all of the covenants and obligations of this Lease, except that the daily Base Rent shall be the per day Base Rent in effect immediately prior to the termination or expiration of this Lease. In addition, Tenant shall be liable for and shall pay to Landlord any and all claims and/or damages (consequential or otherwise) arising out of, or as a result of, such holding over by Tenant, and Tenant hereby agrees to indemnify Landlord for any and all such claims, damages and liability. It is expressly understood and agreed that Tenant's holding over shall not extend or renew the Term hereof.

12.03 Estoppel Certificate: Tenant shall, at any time and from time to time upon not less than () days prior written notice from Landlord, execute, acknowledge and deliver to Landlord an estoppel certificate in the form attached hereto as Exhibit "F", or in such form as may be reasonably required by Landlord from time to time. Such certificate shall be made for the benefit of and may be relief upon by Landlord, any prospective purchaser or transferee of Landlord's interest hereunder or of Landlord's property, or any current or prospective mortgagee of all or any portion of the real property of which the Premises are a part.

12.04 Parking: Tenant shall have the nonexclusive right to use the parking facilities of the Premises, subject to rules and regulations, if any, of Landlord which may

be established or altered by Landlord at any time or from time to time during the Term hereof.

12.05 Authority of Tenant's Signatory: If Tenant is a corporation or a limited partnership, the corporation or limited partnership, as appropriate, represents and warrants that the person signing this Lease on behalf of Tenant is duly authorized to execute and deliver this Lease on behalf of Tenant, in accordance with a duly adopted resolution of the board of directors of said corporation or in accordance with the by-laws of said corporation, or pursuant to the limited partnership agreement, and that this Lease is binding upon said corporation

or limited partnership in accordance with its terms. Landlord shall have the right to request any reasonable documentation from Tenant to evidence the authority to the same to execute this Lease.

12.06 Tenant's Financial Condition:

(a) Tenant hereby represents to Landlord, which representations are relied upon by Landlord and form a material part of the consideration for this Lease, that (i) Tenant has never been adjudicated bankrupt, taken advantage of any bankruptcy law or regulation to reorganize, made an assignment for the benefit of creditors, or been insolvent, nor is currently insolvent or involved in any proceeding or action by which any of the foregoing could occur, and (ii) Tenant has the financial capability to discharge its obligations under this Lease.

(b) Upon request, Tenant shall furnish Landlord copies of its most recent audited financial statements distributed to the shareholders or filed with the Securities and Exchange Commission.

(c) Tenant understands that the representations made and obligations undertaken in this Section 12.06 are made and undertaken as an inducement to Landlord to enter into this Lease, and that the breach or nonperformance thereof shall constitute a default under this Lease.

12.07 Landlord's Liability: The liability of Landlord

to Tenant for any default by Landlord under the terms of this Lease shall be limited to the interest of Landlord in the Premises, it being expressly understood and agreed that Landlord shall not be personally liable for any judgment or deficiency beyond the equity of Landlord's interest in the Premises.

12.08 Transfer and Assignment by Landlord: In the event

of any transfer or assignment of the Premises, or of Landlord's interest in this Lease, in whole or in part, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this

Lease arising out of any act, occurrence or omission occurring after the consummation of such transfer of assignment; and the transferee or assignee, or any subsequent transferee or assignee, shall be deemed without any further agreement between the parties or their successors in interest, or between the parties and any such transferee or assignee, to have assigned and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

12.09 No Liens: Tenant shall keep the Premises free

from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. If any of Landlord's mortgages or financing entities shall require, Tenant shall provide to Landlord, a Tenant's sole cost and expense, a lien and completion bond in an amount equal to () times any and all estimated costs of any improvements, additions, or alterations in the Premises, to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of the work where the contracted for amount exceeds Dollars (\$).

12.10 Brokers: Landlord and Tenant each represent and

warrant to the other that they have had no dealings with any real estate broker or agents in connection with the negotiation of this Lease, and they know of no real estate broker or agent who is entitled to any commission in connection herewith. They each

hereby indemnify and hold the other harmless from and against all claims (including the costs of defending against and investigating such claims) of any broker(s) or similar parties claiming a commission in connection with this Lease.

ARTICLE XIII

13.01 Notice: Except as otherwise provided herein, any

statement, notice or other communication which Landlord or Tenant may desire or be required to give to the other shall be in writing and shall be deemed sufficiently given or rendered if hand delivered, or if sent by registered or certified mail, addressed at the address(es) first hereinabove given or at such other address(es) as the other party shall designate from time to time by prior written notice, and such notice shall be effective when the same is received or mailed as herein provided. Until further notice, the same shall be sent as follows:

Landlord:

Tenant:

13.02 Joint Obligation: If there be more than one

Tenant the obligations hereunder imposed upon Tenants shall be joint and several.

13.03 Captions: The captions in this Lease are inserted

only as a matter of convenience and for reference, and they shall have no effect upon the construction or interpretation of any provision hereof.

13.04 Time: Time is of the essence of this Lease,

including, particularly each and all of its provisions in which performance is a factor.

13.05 Parties and Successors: Subject to the

limitations and conditions set forth elsewhere herein, this Lease shall bind and inure to the benefit of the respective heirs, legal representatives, successors and permitted assigns and/or sublessees of the parties hereto. The term "Landlord", as used in this Lease, so far as the performance of any covenants or obligations on the part of Landlord under this Lease are concerned, shall mean only the owner of the Premises at the time in question, so that in the event of any transfer of title to the Premises, the party by whom any transfer is made shall be relieved of all liability and obligations of the Landlord arising under this Lease from and after the date of such transfer.

13.06 Recordation: Either Landlord or Tenant may record

a short form memorandum hereof without the prior written consent of the other party as the same is shown on Exhibit "F" attached hereto and by this reference made a part hereof.

(a) Limitation on Mechanics Liens: The interest of the Landlord shall not be subject to liens for improvements made by the Tenant and Tenant shall notify any and all contractors, subcontractors, and/or materialmen of such limitation as provided in .

13.07 Prior Agreements and Amendments: This Lease

contains all of the agreement of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose. Any agreement hereafter made between Landlord and Tenant shall be ineffective to modify, release or otherwise affect this Lease, in whole or in part, unless such agreement is in writing and signed by the party to be bound thereby.

13.08 Inability to Perform: This Lease and the

obligations of both the Tenant and the Landlord hereunder shall not be affected or impaired, and neither party shall be liable to the other because either is unable to perform any of its obligations hereunder or is delayed in doing so, if such nonperformance or delay is caused by reason of strike, riot, labor disputes, acts of God, war, shortages of labor or materials, or any other cause whatsoever beyond the reasonable control of one or the other party and accordingly, such nonperformance or delay shall not be deemed a breach or default under this Lease.

13.09 Use of Name: Tenant shall not have the right to

use the words, " _____ ", as any portion of the name of its business located on the Premises without the consent of the Landlord and the Association.

13.10 Severability: Any provision of this Lease which

shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

13.11 Cumulative Remedies: No remedy or election

hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law and in equity.

13.12 Governing Law: This Agreement, and all

transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of _____

. The parties herein waive trial by jury and agree to

submit to the personal jurisdiction and venue of a Court of subject matter jurisdiction located in _____ County, State of _____

. In the event that litigation results from or arises

out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorneys fees, Court costs, and all other expenses,

whether or not taxable by the Court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said Court or any Court of competent jurisdiction if filed more than one year subsequent to the date of the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

13.13 Memorandum of Adjustments: All adjustments to the

terms and provisions of this Lease, provided in Sections 1.01, 2.01, 2.02, 3.01 and 4.01 hereof may be accomplished by a memorandum executed by Landlord and Tenant prior to the Commencement Date.

13.14 Prorations: Any monthly payment due to Landlord hereunder which is for a period of less than () month shall be prorated based upon a () day month.

13.15 Exhibits: The exhibits attached to this Lease are hereby incorporated herein and made a part hereof for all purposes.

13.16 Reliance on Financial Statement. Tenant shall

furnish concurrently with the execution of this lease, a financial statement of Tenant prepared by an accountant. Tenant, both in corporate capacity, if applicable, and individually, hereby represents and warrants that all the information contained therein is complete, true, and correct. Tenant understands that Landlord is relying upon the accuracy of the information contained therein. Should there be found to exist any inaccuracy within the financial statement which adversely affects Tenant's financial standing, or should Tenant's financial circumstances materially change, Landlord may demand, as additional security, an amount equal to an additional two (2) months' rent, which additional security shall be subject to all terms and conditions herein, require a fully executed guaranty by a third party acceptable to Landlord, elect to terminate this Lease, or hold Tenant personally and individually liable hereunder.

EXECUTED the day and year first above written.

ADDRESS: "LANDLORD"

By: Its:

ADDRESS: "TENANT"

By: Its:

Attest:

(CORPORATE SEAL)

Its Secretary

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "B"

SITE PLAN

EXHIBIT "C"

DEVELOPMENT AGREEMENT

EXHIBIT "D"

USE OF PREMISES

EXHIBIT "E"

RULES AND REGULATIONS

1. No sign, placard, picture, symbol, mark, advertisement,

name or notice shall be inscribed, displayed, printed, placed or affixed on or to any part of the outside or inside of the

Premises without the prior written consent of Landlord, and Landlord shall have the right to remove any such sign, placard, picture, symbol, mark, advertisement, name or notice without notice to and at the expense of Tenant. Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which is visible from outside the Premises. Tenant shall not, without the prior written consent of Landlord, cause to be covered or otherwise sunscreen any window.

2. The sidewalks, walks, corridors, passages, exits,

entrances, stairways and ramps of the Premises shall not be obstructed or used by Tenant, or the employees, agents, servants, visitors or licensees of Tenant for any purpose other than for ingress and egress to and from the Premises.

3. Only workmen employed, designated or approved by

Landlord may be employed for repairs, installations, alterations, painting, material moving and other similar work that may be done in or on the Premises, provided that nonstructural alterations and installations maybe done by Tenant's employees or persons under their supervision.

4. The toilet rooms, urinals, wash bowls and other

apparatus shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant, or its employees or invitees, who shall have caused it.

5. Tenant shall not overload the floor of the Premises or

in any way deface the Premises or any part thereof. Maximum

floor loading shall be () pounds per square foot.

6. Tenant shall not permit or suffer the Premises to be

occupied or used in a manner offensive or objectionable to Landlord by reason of light, radiation, magnetism, noise, odors and/or vibrations. Neither Tenant, nor the employees, agents, servants, visitors or licensees of Tenant shall place, leave or discard any rubbish, paper, articles or objects of any kind whatsoever outside the doors of the Premises. No animals or birds may be brought into or kept in or about the Premises.

7. Tenant shall not use or keep in the Premises any

poisonous, corrosive, caustic, explosive, inflammable or combustible gas, fluid or substance, or use any method of heating or cooling other than that approved by Landlord.

8. Landlord will direct electricians as to where and how

telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

9. Tenant shall not use any of the common areas of the

Premises for the care or maintenance of vehicles.

10. Landlord reserves the right to exclude or expel from

the Premises any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Premises.

11. Landlord shall have the right to prohibit any

advertising by Tenant which, in Landlord's sole judgment, tends to impair the reputation of the Premises, and upon written notice from Landlord, Tenant will refrain from or discontinue such advertising.

12. Canvassing, soliciting, peddling and similar activities

are prohibited in the Premises without the prior approval of Landlord, and Tenant shall cooperate to prevent same.

13. No additional locks or bolts of any kind shall be

placed on any door in the Premises and no lock on any door

therein shall be changed or altered in any respect. Landlord shall furnish () keys for each lock on exterior doors to the Premises and shall, on Tenant's request and at Tenant's expense, provide additional duplicate keys. Tenant shall not make duplicate keys. All keys shall be returned to Landlord upon the expiration or termination of this Lease, and Tenant shall give to Landlord the explanations of the combinations of all safes, vaults and combination locks remaining with the Premises. Landlord may at all times keep a pass key to the Premises. All entrance doors to the Premises shall be kept closed at all times and left locked when the Premises are not in use.

14. Tenant shall give immediate notice to Landlord in case

of theft, unauthorized solicitation or accident in the Premises,

or of defects therein or in any fixtures or equipment, or of any known emergency in the Premises.

15. Tenant shall not use the Premises or permit the

premises to be used for photographic, multilith or multigraph reproductions, except in connection with its own business and not as a service for others, without Landlord's prior permission.

16. Tenant shall not advertise for laborers giving the

Premises as an address, nor pay such laborers at a location in the Premises.

17. Tenant shall at all times keep the Premises neat and

orderly.

Landlord

Tenant

any liens or claims asserted against the Leased Premises in connection with Tenant's improvements on the Leased Premises or Tenant's use of the Leased Premises, and Tenant shall provide notice of such limitation to all contractors, subcontractors and materialmen as required under Chapter 713.10, Fla. Stat.

3. This Memorandum of Lease is executed pursuant to the terms of the Lease and is not intended to vary the terms and conditions of the Lease.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed and sealed as of the day and year first above written.

Signed, sealed and delivered

in the presence of:

LANDLORD:

Witness

By: —

Its:

Witness

TENANT:

— By:

Witness Its:

Witness

Attest:

(CORPORATE SEAL) Its Secretary

