

**MERRICK PLACE SHOPS AND PARKING
RETAIL LEASE**

THIS LEASE, entered into this 24 day of June, 1997, between THE CITY OF CORAL GABLES, a municipal corporation of the State of Florida ("Landlord") and Jumpin Java a Florida corporation ("Tenant").

WITNESSETH: Landlord, for and in consideration of the rent to be paid by Tenant, and in consideration of the covenants herein to be kept and performed by the Tenant, does hereby lease and demise unto the Tenant the following described premises (the "Premises") situated in the City of Coral Gables, County of Dade, State of Florida: A unit of approximately 3618 sq.ft. located at 99 Merrick Way in the shopping and parking facility located at 1 Aragon Avenue, Coral Gables, Florida, known as MERRICK PLACE SHOPS AND PARKING (the "Building").
The approximate location of the premises is outlined in red on Exhibit B.

1. **DEFINITIONS:** Unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified.

(A) The term "Building" shall mean the land described on Exhibit "B" attached hereto and the building constructed thereon known as Merrick Place Shops and Parking, located at 1 Aragon Avenue (the "Building") and all other improvements on or appurtenances to said parcel.

(B) The term "Premises" shall mean the portion of the Building located in the Suite specified in the Basic Lease Information which is outlined in red on the floor plan attached hereto as Exhibit ("B").

(C) The term "Rent" shall mean the sum of the Base Rent, as defined in Article 5 hereof, and any other additional rent as specified herein, or as may be agreed to by the parties hereafter.

(D) The term "Rentable Area" of the "Premises" as used in this Lease means all space within the inside surface of the glass portion of the permanent outer Building walls, enclosing the tenant occupied portion of the floor and measured to midpoint of the wall separating areas leased by or held for other tenants or from areas devoted to

corridors, elevator lobbies or any other Common Area, restrooms and other similar facilities.

(E) The term "Common Area" shall mean the total area in the Building consisting of restrooms, janitor, telephone and electrical closets, mechanical areas, and public corridors providing access to tenant space, but excluding public stairs, elevator shafts and pipe shafts, together with the enclosing walls thereof.

2. **TERM:** The term of this lease ("Lease Commencement Date") shall commence upon delivery of the space to Tenant for Tenant's construction. The anticipated date of delivery is June 15, 1997. However, as in all construction, that date is subject to change. Jumpin Java will be given no less than 30 days notice of the scheduled completion date; and, Tenant's obligation to pay rent hereunder ("Rental Commencement Date") shall commence on one hundred twenty (120) days after the Lease Commencement Date; and, ending at midnight, on ten (10) years and four (4) months after the Lease Commencement Date. "Rental Commencement Date" as used herein means the date which is 120 number of days after the Lease Commencement Date. Tenant shall be entitled to possession of the Premises upon the Lease Commencement Date and such occupancy shall be subject to all of the terms and conditions of this Lease except that Tenant shall not be required to pay rent until the Rental Commencement Date. There shall be no delay in the commencement of the Term of this Lease and, subject to the provisions contained below regarding the performance and completion of the "Tenant Improvements" (as hereinafter defined), there shall be no delay or abatement of the payment of "Rent(s)" (as hereinafter defined) where Tenant fails to occupy the Premises or if Tenant fails to complete any of Tenant's Improvements, nor shall same operate to extend the initial Term beyond the agreed expiration date hereof. All provisions of this Lease shall be in full force and effect upon the Lease Commencement Date, notwithstanding the fact that prior to opening the Premises for business, Tenant shall first perform and complete the Tenant Improvements.

3. **TENANT D.B.A.:** Unless otherwise consented to in writing by Landlord, Tenant agrees to conduct its business in the premises using the name: Jumpin Java. All signage and advertising will use this name.

4. USE:

(A) During the term, the premises shall be used and occupied only for the following purposes: coffee roastery, eatery & retail and wholesale of coffee related merchandise and for no other purposes.

(B) Tenant agrees to operate 100% of the premises during the term of this lease, and to conduct its business at all times in a high class and reputable manner, as shall be determined by Landlord in its sole discretion.

(C) Tenant shall keep the premises open for business not less than six days per week, including legal holidays, and particularly during those evening hours that Landlord and tenant mutually agree in writing from time to time to promote a dinner trade. **Tenant may operate from 7:00 a.m. through 11:00 p.m.**

(D) Tenant shall promptly comply with all laws, ordinances and lawful orders and regulations affecting the premises, and the cleanliness, safety, occupation and use of same. No auction, fire or bankruptcy sales shall be conducted in the premises without Landlord's written consent. Tenant shall not use the sidewalks adjacent to the premises for business purposes without Landlord's written consent.

(E) In the event that the Tenant uses the Premises for purposes not expressly permitted herein, the Landlord may, in addition to all other remedies available to it, terminate this Lease, or restrain said improper use by injunction.

(F) Tenant shall not commit any nuisance; nor permit the emission of any objectionable noise or odor, nor burn any trash or refuse within the Premises; nor bring on, deposit or allow to be brought on or deposited on the Premises any hazardous nor noxious materials or substances, as the same may be defined by federal, state or local laws, codes, ordinances, rules, or regulation; nor make any use of the Premises or any part thereof or equipment therein which is improper, offensive, a nuisance or contrary to any state, local or federal law.

(G) Tenant agrees to strictly enforce all state, local or federal laws including American with Disabilities Act and Florida Accessibility Code in the operation of the Premises, including, without limitation, all restrictions concerning the serving of

alcoholic beverages, if applicable, in particular the prohibitions against serving alcohol to minors (as such term is defined by law).

5. RENT:

(A) Base Rent: Tenant hereby agrees to pay to Landlord, at such place as Landlord may designate in writing, rent for the premises as follows:

\$ 50,649.20 for Lease Year One payable in equal monthly installments of:

\$ 6,331.15 per month due in advance on the first day of each month, without demand.

\$ 78,257.34 for Lease Year Two payable in equal monthly installments of:

\$ 6,521.45 per month due in advance on the first day of each month, without demand.

\$ 80,605.06 for Lease Year Three payable in equal monthly installments of:

\$ 6,717.09 per month due in advance on the first day of each month, without demand.

\$ 83,023.21 for Lease Year Four payable in equal monthly installments of:

\$ 6,918.60 per month due in advance on the first day of each month, without demand.

\$ 85,513.91 for Lease Year Five payable in equal monthly installments of:

\$ 7,126.16 per month due in advance on the first day of each month, without demand.

\$ 88,079.32 for Lease Year Six payable in equal monthly installments of:

\$ 7,339.94 per month due in advance on the first day of each month, without demand.

\$ 90,721.70 for Lease Year Seven payable in equal monthly installments of:

\$ 7,560.14 per month due in advance on the first day of each month, without demand.

\$ 93,443.35 for Lease Year Eight payable in equal monthly installments of:

\$ 7,786.95 per month due in advance on the first day of each month, without demand.

\$ 96,246.65 for Lease Year Nine payable in equal monthly installments of:

\$ 8,020.55 per month due in advance on the first day of each month, without demand.

\$ 99,134.05 for Lease Year Ten payable in equal monthly installments of:

\$ 8,261.17 per month due in advance on the first day of each month, without demand.

\$ 34,036.02 for Lease Year Eleven, months one through four, in equal installments of:

\$ 8,509.01 per month due in advance on the first day of each month, without demand.

(B) **Annual Rent Increase:** ~~The rent shall be increased annually by three (3%) percent.~~

(C) **Taxes On Rent:** Tenant shall also pay, as additional rent, all sales or use or excise tax imposed, levied or assessed against the rent or any other charge or payment required hereby any governmental authority having jurisdiction there over, even though the taxing statute ordinance may purport to impose such sales tax against the Landlord. The payment of sales tax shall be made by Tenant on a monthly basis, concurrently with payment of the monthly rental. All rent shall be paid without abatement, set off, or deduction.

(D) **Ad Valorem Tax:** Tenant shall pay all Ad Valorem Tax in connection with the leased premises.

(E) **Operating Expense Reimbursement:** Tenant will not be required to pay operating expenses during the initial term of this lease.

(F) **Service Charge:** If any installment of Base Rent or additional rent provided for in this Lease, or any part thereof, is not paid by the due date, it shall be

subject to a service charge of one and one-half percent (1 1/2 %) of the unpaid rent due for each month or fraction thereof (or such lesser percentage as may be the maximum amount permitted by law) until paid.

(G) **Application of Payments:** All sums due and payable pursuant to the terms and provisions of this Lease shall be payable only in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, and shall be applied in the following order of priority:

- (1) Charges and expenses resulting from Tenant's failure to timely perform its obligations hereunder.
- (2) Operating Expense Reimbursement, if any.
- (3) Additional rent and charges except parking space rental and charges, if any.
- (4) Base rent including adjustments thereto.
- (5) Parking space rental and charges, if any.

6. **UTILITY EXPENSES:** Tenant shall not perform any acts or carry on any practices which injure the building or be a nuisance or menace to other tenants in the building in which the premises are located and shall keep the premises, the sidewalks adjacent to the premises, the rear area of the premises and the service area and corridors allocated for the use of Tenant, unobstructed, clean and free from rubbish and dirt at all times. All trash and garbage shall be stored in the designated garbage areas and Landlord shall arrange for the regular pickup of such trash and garbage at Tenant's expense. The Landlord will arrange for the regular pickup of trash and garbage through an authorized collection agency. Tenant will pay said cost. Tenant shall pay all charges for water, janitorial, sewage disposal, electricity and for all other utilities used in connection with the premises and billed direct to the Tenant, not more than ten (10) days after the same shall become due and payable. Tenant shall pay all utility impact fees, if any, assessed against the premises based upon Tenant's use of the premises as set forth above.

7. **SECURITY DEPOSIT / ADVANCED RENT DEPOSIT / PERSONAL GUARANTEE:** Landlord, after satisfactory review of Tenant's financial statement, hereby acknowledges receipt from Tenant of the sum of \$ 6,331.15 which sum shall be held by Landlord without liability for interest as a deposit for the first month's

rent. Landlord, after satisfactory review of Tenant's financial statement, hereby acknowledges receipt from Tenant of the sum of \$ 12,662.30 which sum shall be held by Landlord without liability for interest as security for the faithful performance by Tenant of all of the terms and conditions of this Lease. In the event Tenant defaults under any of the terms and conditions of this Lease Landlord may, at Landlord's option, apply the above security, or so much thereof as may be necessary, to compensate Landlord for any loss or damages sustained by Landlord due to such default on the part of Tenant, and Tenant shall forthwith upon demand restore said security to the original sum deposited. Within thirty (30) days after the expiration of this Lease, said security shall be returned in full to Tenant, provided this Lease is in good standing and no outstanding defaults exist hereunder. A Personal Guarantee may be required from Tenant upon Landlord's review of Tenant's financial statement. **PERSONAL GUARANTEES ARE NOT REQUIRED.**

8. **TERRACE AREA:** Although not a part of the Premises, the Tenant shall have the right to the use of a portion of the open air terrace located in the front center portion of the first floor of the Building and appearing on the cross hatched section of Exhibit "B" attached hereto and by this reference made a part hereof ("Terrace Area"); provided, however, that such use shall be limited to the placement of tables and chairs for outdoor seating of the Tenant's patrons. Tenant shall be fully responsible for the maintenance and repair of the Terrace Area. Tenant acknowledges that there exists in the City of Coral Gables an ordinance or ordinances regarding the placing of tables and chairs outdoors and that as with all governmental ordinances, it shall be required to comply with same.

9. **RESTAURANT FOOD AND BEVERAGE LICENSING:**

Tenant shall be solely responsible for obtaining and maintaining all required licenses and permits for the operation and maintenance of a restaurant facility, including, without limitation, any and all licenses and permits required for the serving of alcoholic beverages. Tenant shall further be responsible for complying with all requirements and qualifications of all federal, state and local health and rehabilitation service departments.

10. **DELIVERY OF PREMISES BY LANDLORD:** It is contemplated that the premises will be ready for occupancy by Tenant on or about the date first above written. However, in the event that Landlord is unable to deliver possession of the premises to Tenant on or before said date, then Landlord agrees to deliver possession of the premises to Tenant as soon as practicable thereafter, and the rental under this lease will be abated

proportionately and Tenant will be relieved of the liability for paying same during such time Tenant does not have possession. In no event shall Tenant have any claim for damages (except for the abatement of rent as herein specified) on account of the failure of Landlord to deliver possession of the premises to Tenant on or before said date.

11. ACCEPTANCE OF PREMISES.

(A) Tenant shall not permit or suffer any noise, disturbance or nuisance whatsoever on the Premises detrimental to same or annoying to the neighbors, and the Tenant acknowledges that, except as set forth in Paragraph 18 hereof, the Premises have been received in good order, tenantable condition and repair, of which the execution of this Lease, and taking Possession hereunder shall be conclusive evidence; and that, except as set forth in Paragraph 18 hereof, no representations as to the condition of the premises have been made by the Landlord, or the Landlord's agent, and that no obligation as to the repairing, adding to, or improving the premises has been assumed by the Landlord, and that no oral arrangements have been entered into in consideration of making this Lease and that this Lease contains a full statement of the obligation of both parties hereto. Any noise or disturbance caused by Tenant's preparing the Premises for Tenant's use and occupancy will not be a default under the provisions of this paragraph.

(B) The Premises shall, at all times, be kept in good order, condition, and repair by Tenant and shall also be kept in a clean, sanitary and safe condition in accordance with all directions, rules and regulations of the health officer, fire marshall, building inspector or other proper officers of the governmental agencies having jurisdiction, all at the sole cost and expense of Tenant, during the term herein demised. Tenant shall permit no water damage or injury to the premises, and Tenant shall at its own cost and expense replace any glass windows, doors and door hardware in the premises which may be damaged or broken.

(C) At the expiration of this lease, Tenant shall surrender the premises in good condition, reasonable wear and tear, loss by fire or other unavoidable casualty excepted.

12. SUBMISSION OF TENANT'S DRAWINGS: Tenant agrees that it shall submit to Landlord two sets of Tenant construction drawings, two sets of Tenant fixture drawings, interior layout, finish material samples, electronic data base if available, and any other items Landlord may from time to time request, all of which must be approved

by Landlord in writing prior to the commencement of any construction by Tenant in the Premises. Tenant shall not make changes to the storefront without Landlord's consent.

13. **SIGNAGE:** Tenant shall not erect or install any exterior or interior window or door signs or window or door lettering or placards without the previous written consent of Landlord. Tenant agrees not to use loudspeakers, phonographs or radio broadcasts in a manner to be heard outside the premises. Tenant agrees that it will at its own expense, install exterior signs in places on the premises to be designated by Landlord, which signs will advertise Tenant's name or type of business, the form and design of which will be subject to Landlord's approval. Tenant understands and agrees that Tenant is responsible for compliance with all local or state sign ordinances. See Exhibit "D" for Sign Criteria.

14. **MAINTENANCE OF PREMISES BY TENANT:** Other than the repairs which shall be the obligation of Landlord as required pursuant to Article 5 hereof, Tenant shall, at its own cost and expense, take good care of and make necessary repairs, ~~structural and otherwise~~, to the interior of the premises, and the fixtures and equipment therein, including the exterior and interior windows, doors, locks and entrances, storefronts, signs, showcases, floor coverings, interior walls, columns and partitions, lighting fixtures, heating ventilating and air conditioning equipment, and plumbing and sewage facilities. All parts of the premises shall be painted or otherwise decorated by Tenant periodically as may be determined by Landlord. Tenant agrees to keep and maintain in good condition the electrical equipment in the premises and keep in force a standard maintenance agreement with a company acceptable to Landlord on all air conditioning equipment and provide a copy of said maintenance agreement to Landlord. Tenant also shall pay for and maintain a termite and pest extermination service for the premises. Tenant shall have the obligation to keep the exterior fronts, sidewalks and rear of the premises in a neat and orderly condition, and free from debris and rubbish at all times.

Notwithstanding the foregoing, Landlord agrees to make any and all repairs required to the roof, the exterior walls, the foundation and structural portions of the Premises. Landlord shall have thirty (30) days after receipt of written notice from Tenant to perform such repairs of the items described in the foregoing sentence, or such additional time as may be reasonably required for the nature of the repair.

Without the prior written consent of the Landlord, which shall not be unreasonably withheld, the Tenant shall make no alterations, additions or improvements of a structural nature in or to the Premises. Except only furniture and trade fixtures which shall be readily removable without injury to the Premises, all additions, fixtures, carpets, and improvements shall be and remain a part of the Premises at the expiration of this Lease.

It is further agreed that this Lease is made by the Landlord and accepted by the Tenant with the distinct understanding and agreement that the Landlord shall have the right and privilege to make and build additions to the Building of which the Premises are a part, and make such alterations and repairs to said Building as it may deem wise and advisable without any liability to the Tenant therefor. The Landlord agrees to exercise efforts to avoid disturbing the Tenant or the Premises during any such alterations or repairs.

15. **MECHANICS LIENS:** Tenant shall keep the Premises and all parts thereof at all times free of mechanic's liens and any other lien for labor, services, supplies, equipment or material purchased or procured, directly or indirectly, by or for Tenant. Tenant further agrees that Tenant will promptly pay and satisfy all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify Landlord against all expenses, costs and charges, including bond premiums for release of liens and attorneys fees and costs reasonably incurred in and about the defense of any suit in discharging the Premises, the Building, or any part thereof from any liens, judgments, or encumbrances caused or suffered by Tenant. In the event any such lien shall be made or filed, Tenant shall bond against or discharge the same within ten (10) days after the same has been made or filed. It is understood and agreed between the parties hereto that the expenses, costs and charges above referred to shall be considered as rent due and shall be included in any lien for rent.

The Tenant herein shall not have any authority to create any liens for labor or material on the Landlord's interest in the Premises and all persons contracting with the Tenant for the construction or removal of any facilities or other improvements on or about the Leased Premises, and all materialmen, contractors, mechanics, and laborers are hereby charged with notice that they must look only to the Tenant and to the Tenant's interests in the Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Tenant.

16. **QUIET ENJOYMENT:** Upon payment by Tenant of the Rents herein provided, and upon the observance and performance of all terms and provisions, on Tenant's part to be observed and performed, Tenant shall, subject to all of the terms and provisions of this Lease, peaceably and quietly hold and enjoy the Premises for the Term hereby demised.

17. **DAMAGE TO PREMISES:** The Tenant takes all risk of any damage to the Tenant's property that may occur by reason of water or the bursting or leaking of any pipes or waste water about the Premises, or from any act of negligence of any co-tenant or occupants of the building, or any other person, or fire, or hurricane, or other act of God, or from any cause whatsoever.

18. **LANDLORD'S WORK:**

(A) Landlord agrees that it will supply at its own expense, its standard store, as more particularly described in Exhibit "C", attached (the Landlord's Work.)

(B) Landlord shall have no obligations to make improvements to the premises. All improvements to the Premises will be performed by the Tenant at Tenant's sole cost and expense. Tenant shall then have the obligation to complete Tenant's work as expeditiously as possible. Landlord must approve any contract entered into by Tenant for work in the premises prior to commencement thereof. All such contracts must contain a waiver of lien by Tenant's contractor against the Building. Tenant accepts premises in as is condition.

19. **SERVICES:** Landlord shall maintain the public and common areas of the Building, including lobbies, stairs, elevators, corridors and restrooms, the mechanical, plumbing and electrical equipment serving the Building, but not the individual tenant's systems, and the structure itself in reasonably good order and condition except for damage occasioned by the act of Tenant, which damage shall be repaired by Landlord at Tenant's expense. Landlord shall furnish the Premises with those fixtures and service as outlined in Exhibit C.

20. **MAINTENANCE BY LANDLORD:** Landlord shall keep the foundation, the outer walls and roof of the building in which the premises are located in good repair, except that Landlord shall not be called on to make any repairs caused by the negligence

of Tenant, its agents, employees, licensees and invitees. Landlord shall not be called upon to make any other improvements or repairs of any kind on the premises.

21. **HOLD HARMLESS AND INDEMNIFICATION:** The Tenant shall indemnify and save harmless the Landlord from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of this Lease for any personal injury, loss of life and/or damage to property sustained in or about the Premises arising out of the Tenant's occupancy thereof or caused by Tenant's negligence, acts of omissions, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, counsel fees, including any appellate proceedings, expenses and liabilities incurred in and about the defense of any such claim and the investigation thereof, and shall obtain insurance to satisfy the requirements of this section and City shall be named as "additional insured" in any such policy. All insurance obtained by Tenant to satisfy the requirements of this section shall be primary over any City self-insurance or insurance program.

22. **LANDLORD'S LIEN:** As security for Tenant's payment of rent, damages and all other payments required to be made by this Lease, Tenant hereby grants to Landlord a lien upon all property of Tenant now or subsequently located upon the Premises. If Tenant abandons or vacates any substantial portion of the Premises, or is in default in the payment of any rentals, damages or other payments required to be made by this Lease, Landlord may take any action it deems necessary, and may be available to it in the State of Florida. The proceeds of the sale of the personal property shall be applied by Landlord toward the cost of the sale and then toward the payment of all sums then due by Tenant to Landlord under the terms of this Lease.

All alterations, additions, improvements and fixtures, other than trade fixtures, which may be made or installed by either of the parties hereto upon the premises and which in any manner are attached to the floors, walls or ceilings, shall become the property of Landlord at the termination of this lease and shall remain upon and be surrendered with the premises as a part thereof. Any linoleum or other floor covering of similar character which may be adhesively affixed to the floor of the premises shall become the property of Landlord. No alterations or additions to the premises may be made without the prior written consent of Landlord.

23. **INSURANCE:** From and after the date hereof, and thereafter at all times during the term of this Agreement, Tenant shall provide and maintain insurance as follows:

(A) "All risk" insurance, including flood and earthquake coverage, on all buildings, contents, and structures above ground or subject to being damaged or destroyed by an insurable peril, including without limitation, all Furnishings and Equipment and all Tenant's Property, on a full replacement cost basis; said policy or policies to be endorsed to reflect the hold harmless & indemnification provision contained in Article 21.

(B) Comprehensive boiler and machinery insurance, with limits of not less than \$ 500,000; said policy or policies to be endorsed to reflect the hold harmless provision contained in Article 21.

(C) Comprehensive general liability insurance with broad form endorsement, including automobile liability, liquor legal (dram shop) liability, completed operation and products liability, contractual liability, severability of interests with cross liability provision, and personal injury liability with limits of \$ 1,000,000 combined single limit per occurrence for bodily injury and property damage. Said policy or policies shall be endorsed to name Landlord and Tenant as additional insureds and shall reflect the hold harmless provision contained in Article 21 Tenant.

(D) Worker's compensation for all employees of Operator as required by Florida Statutes 440, and employer's liability insurance with limits of not less than \$ 100,000; said policy or policies shall, to the extent possible, be endorsed to name Landlord and Tenant as additional insureds and shall reflect the hold harmless provision contained in Article 12.

(E) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the premises in an amount not less than \$ 100,000/ \$ 300,000 for bodily injury and property damage; said policy or policies shall, to the extent possible, be endorsed to name Landlord and Tenant as additional insureds and shall reflect the hold harmless provision contained in Article 12.

(F) Other (or increased amounts of) insurance which Landlord shall from time to time deem advisable or appropriate, it being reasonable for Landlord to require commercially available insurance of the types and in the amounts generally carried on business which are similar to the business subject to this lease in size, style or character,

such new or additional insurance to be effective as of the later of 90 days after notice thereof or the next annual renewal of any policy being increased (as applicable).

(G) All policies shall contain waiver of subrogation against Landlord and Tenant where applicable, shall expressly provide that such policy or policies are primary over any other collectible insurance that Landlord may have.

(H) All of the above insurance is to be placed with Best -rated A-8 or better insurance companies.

(I) Certified copies of all policies and related endorsements shall be delivered to Landlord at or before the execution of this Agreement, except that:

1) In the case of insurance relating to Site preparation, or construction, repair, rehabilitation, furnishing or equipping the business, certified copies shall be delivered not later than 10 days prior to commencement of said activities;

2) In the case of insurance required to be maintained during the term hereof relating to liquor legal liability or completed operations, certified copies shall be delivered not later than the earlier of 10 days prior to the Opening Date, or that date when the public actually commence use of the business, whichever is earlier; and

3) In all instances, certified copies shall be delivered not later than 30 days prior to the expiration date of any policy or policies of insurance required to be maintained during the term hereof.

(J) All policies shall provide for 30 days notice to Landlord prior to cancellation or material change.

(K) Tenant acknowledges that the insurance coverage requirement set forth in this Article, in terms of both forms of insurance and amounts of coverage, represent the minimum protection required by Landlord. Tenant agrees to make and to rely upon the reasonable determination of Landlord regarding what additional forms of insurance or higher levels of coverage, if any, may be desirable in order to furnish Landlord and Tenant proper and adequate protection during the term hereof.

(L) Tenant shall have the option to increase the limits of coverage on said policies or carry additional insurance.

(M) The amount of any deductible or self-insured retention shall be subject to the reasonable approval of Landlord.

(N) Landlord reserves the right (but shall not be obligated) to provide any or all of the minimum insurance coverages not provided by Tenant. In such an event, the cost of the insurance shall be a reimbursable expense receivable by Landlord from Tenant on demand.

24. **ASSIGNMENT AND SUBLETTING**: Tenant agrees not to assign the Tenant's interest in this Lease, nor sublet the whole or any part of the Premises without first having obtained the written consent to such assignment or subleasing from the Landlord, and the Tenant further covenants that the premises will not be used for any unlawful purpose or for any purpose that will invalidate any policies of insurance now or hereafter written on the Property, or will increase the rate of premium thereof unless Tenant agrees to pay any increase in insurance premiums.

25. **HOLDING OVER**: If the Tenant shall occupy the Premises with or without the consent of the Landlord after the expiration of this Lease, and the rent is accepted from the Tenant during such period, such occupancy and payment shall be construed as an extension of this Lease on a month-to-month basis only from the date of such expiration unless other terms of such extension are endorsed hereon in writing and signed by the parties hereto.

26. **ENTRY BY LANDLORD**: Tenant agrees to permit the Landlord, or the Landlord's agent, at any reasonable time, and at all times in the event of an emergency, to enter and inspect the Premises, and make repairs, if in the Landlord's sole judgment, the Landlord should elect to do so.

27. **EVENTS OF DEFAULT AND LANDLORD'S REMEDIES**:

If any one or more of the following events (herein sometimes called "events of default" shall happen:

(A) If default shall be made in the payment of any rent or other charges herein reserved upon the same become due and payable and such default continues for a period of ten (10) days after written notice thereof from Landlord to Tenant; or

(B) If default shall be made by Tenant in the performance of, or compliance with, any of the covenants, agreements, or terms or conditions contained in this Lease or default made by Tenant in compliance or non-compliance with any and all municipal or county ordinances, resolutions or codes and all state and federal statutes, rules and regulations now in force or which may hereafter be in force, and such default shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant; provided, however, that if Tenant is unable to cure such default within such ten (10) day period and such default results solely from the failure to obtain a building permit after diligent effort and such need for a building permit is not the result of any actions of Tenant, then, in that event, Tenant shall have such additional reasonable time as is necessary; or

(C) If the premises shall be seized under any levy, execution, attachment or other process of court and the same shall not be promptly vacated or stayed on appeal or otherwise, or if the Tenant's interest in the Premises is sold by judicial sale and the sale is not promptly vacated or stayed on appeal or otherwise; or

(D) If Tenant:

- (1) Fails to take possession and open for business within thirty (30) days after the Rent Commencement Date, or
- (2) Should vacate, abandon, or desert the Premises, or
- (3) Cease the continual operation of Tenant's business therein for fifteen (15) continuous days and thirty (30) days (in the aggregate) in any one year during the Lease Term.

(E) If the Tenant shall suffer to be filed against the Tenant an involuntary petition in bankruptcy (and such petition is not dismissed within (40) days there after or shall be adjudged a voluntary or involuntary bankrupt or make an assignment for the benefit of creditors, or should there be appointed a receiver to take charge of the Premises either in the State or Federal courts.

(F) If the Tenant shall vacate or abandon the Premises prior to the end of the term hereof, then: in any such events, (an "Event of Default") the Landlord may, at the Landlord's option, terminate and end this Lease and reenter upon the premises, where upon the term hereby granted, and at the Landlord's option, all of the Tenant's right, title and interest in this Lease shall end and the Tenant shall become a tenant at sufferance; or else the Landlord may, at the Landlord's option, elect to declare the entire rent for the balance of the term, or any part thereof, due and payable forthwith, and may proceed to Collect the same by distress or otherwise, and thereupon the term hereof shall terminate, at the option of the Landlord, or else the Landlord may take Possession of the Premises and rent the same for the account of the Tenant. The exercise of any options herein contained shall not be deemed to be exclusive and the Landlord shall at all times in the event of the Tenant's default hereunder, have such remedies as may be provided by the laws of the State of Florida; the expression "entire rent for the balance of the term" as used herein, shall mean all of the rent prescribed to be paid by the Tenant unto the Landlord for the full term of the Lease, less, however, any payments that shall have been made on account of any rent due pursuant to the terms of the Lease.

28. **WAIVER:** The failure of the Landlord in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to the Landlord, shall not operate or be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option, or remedy, but the same shall continue in full force and effect. The receipt by the Landlord of rent, or additional rent, or any other payment required to be made by the Tenant, or any part thereof, shall not be a waiver of any other additional rent or payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as or be deemed to be a waiver of such breach, and no waiver by the Landlord of any of the provisions hereof, or any of the Landlord's rights, remedies, privileges or options hereunder shall be deemed to have been made unless made by the Landlord in writing. If the Landlord shall consent to the assignment of this Lease or to a subletting of all or a part of the premises, no further assignment or subletting shall be made without the written consent of the Landlord first obtained. No surrender of the premises for the remainder of the term hereof shall be valid unless accepted by the Landlord in writing.

29. **TRIAL BY JURY:** It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, and Tenant's use or occupancy of the Premises. Tenant further agrees that the provisions for payment of Rent herein are independent covenants of Tenant and Tenant shall not interpose any counterclaim or counterclaims in a summary proceeding or in any action based upon non-payment of Rent or any other payment required of Tenant hereunder.

30. **SUBORDINATION:** The Tenant agrees that this Lease shall be subject and subordinate to any mortgage which may hereafter be made on account of any proposed loan to be placed on the Premises by the Landlord to the full extent of all debts and charges secured thereby, and to any renewals and extensions of all or any part thereof, which the Landlord may hereafter at any time elect to place on the Premises, and the Tenant agrees upon request to hereafter execute any document which the Landlord may deem necessary to accomplish that end, and in default of the Tenant's so doing, the Landlord is hereby empowered to execute such document in the name of the Tenant and as the act and deed of the Tenant and this authority is declared to be coupled with an interest and not revocable. Landlord represents that the Premises is presently free and clear of any mortgages. Landlord agrees that Landlord will use its best efforts to obtain from any mortgagee who may hereafter hold a mortgage encumbering the Premises, a non-disturbance agreement which in effect will provide that Tenant's possession and rights hereunder will not be disturbed in the event of a foreclosure of the mortgage so long as Tenant is not in default hereunder.

31. **RELATIONSHIP OF PARTIES:** Nothing herein contained to the contrary shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the computation of rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relations between Landlord and Tenant other than the relationship of landlord and tenant. Notwithstanding the fact that the City of Coral Gables ("City") is the landlord under this Lease and that there exists a landlord/tenant relationship between Landlord and Tenant, Tenant acknowledges that this Lease does not grant Tenant any rights or create any

exceptions to its obligation to comply with and meet the requirements of all the City's ordinances, resolutions and codes, and that the Landlord/Tenant relationship shall have no effect upon the jurisdiction and governing rights of the City over the Building and the Premises and Tenant shall be required to fulfill and comply with all applicable laws, rules and regulations, ordinances and resolutions of the City as though no such landlord/tenant relationship existed, including, without limitation, all requirements of the City's Building and Zoning Department.

32. **BROKERAGE INDEMNITY:** Tenant represents to Landlord that Tenant has no knowledge of any real estate broker involved in this transaction who might be entitled to a commission by reason hereof other than **ESSLINGER, WOOTEN MAXWELL, INC. ("Broker") and Donnelly Real Estate.** Tenant agrees to indemnify Landlord and save Landlord harmless from any loss or damage in the event the foregoing representation is untrue. Landlord agrees to pay any commissions due Broker payment to a separate agreement between Landlord and Broker. Landlord represents to Tenant that Landlord has no knowledge of any real estate broker involved in this transaction who might be entitled to a commission by reason hereof other than the Broker. Landlord agrees to indemnify Tenant and save Tenant harmless from any loss or damage in the event the foregoing representation is untrue.

AD
6/6/92

33. **FORCE MAJEURE:** Whenever a period of time is herein prescribed for action to be taken by either party, such party shall not be liable or responsible for and there shall be excluded from computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any causes of any kind which are beyond the reasonable control of the party required to take action.

34. **ESTOPPEL CERTIFICATE:** Tenant agrees at any time within ten days of Landlord's written request, to execute, acknowledge and deliver to Landlord a written statement certifying that this lease is unmodified and in full force and effect for, if there have been modifications, that the same is in full force and effect as modified and stating the modifications, and the dates to which the minimum rent and other charges have been paid in advance, if any, if being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Building.

35. **RADON DISCLOSURE:** In accordance with the requirements of Florida Statutes the following notice is hereby give to Tenant:

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

36. **NOTICE:** Notice shall be deemed properly given hereunder when made in writing and either delivered personally or deposited in the United States certified or registered mails, with sufficient postage prepaid thereon to carry it to its addressed destination; and the said notices shall be addressed as follows:

For the Landlord:

H.C. Eads, Trustee, City Manager
405 Biltmore Way
Coral Gables, FL 33134

With Copy to:

Elizabeth Hernandez, Esquire City Attorney
405 Biltmore Way
Coral Gables, FL 33134

For the Tenant:

Sarkis Anac, MD
7775 SW 145 Street
Miami, FL 33158

With Copy to:

Ana Maria Angulo, Atty.
2151 S. LeJeune Road #310
Coral Gables, FL 33134

or to such other address as shall from time to time be supplied in writing by any party to the other. The effective date of such notice shall be the date of delivery or refusal thereof.

37. **ENTIRE AGREEMENT:** This Lease contains the entire agreement between the parties hereto and it may be modified only by an agreement in writing signed and sealed by Landlord and tenant. No surrender of the Premises, or of the

remainder of the Term of this Lease, shall be valid unless accepted by Landlord in writing. Tenant acknowledges and agrees that Tenant has not relied upon any statement, representation, prior written or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Lease in several counterparts each of which shall be deemed an original, but all

constituting a single agreement, at Dade County, Florida, as of the day and year first above written.

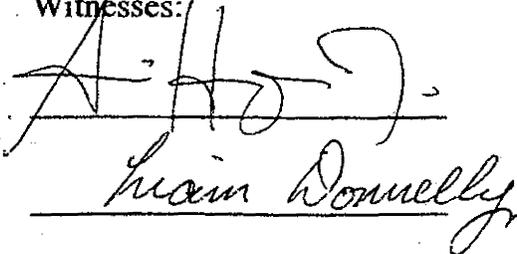
CITY OF CORAL GABLES:
LANDLORD

By: 
H.C. Eads, Jr., City Manager

ATTEST:

Virginia L. Paul, City Clerk

TENANT:


Witnesses:

Brian Donnelly


Acting City Attorney
Robert D. Zahner

ADDENDUM 1

OPTION TO RENEW

The landlord will grant two (2) five (5) year Options to Renew to begin simultaneous with the expiration of the initial ten (10) years and four (4) months term. Tenant must provide landlord with twelve (12) months written notice of it's intent to exercise the Option to Renew. The Base Rent at the time of each renewal will be based on an increase of three percent (3%) of the previous year's base rent with annual increases of three percent (3%). All other terms and conditions remain the same.

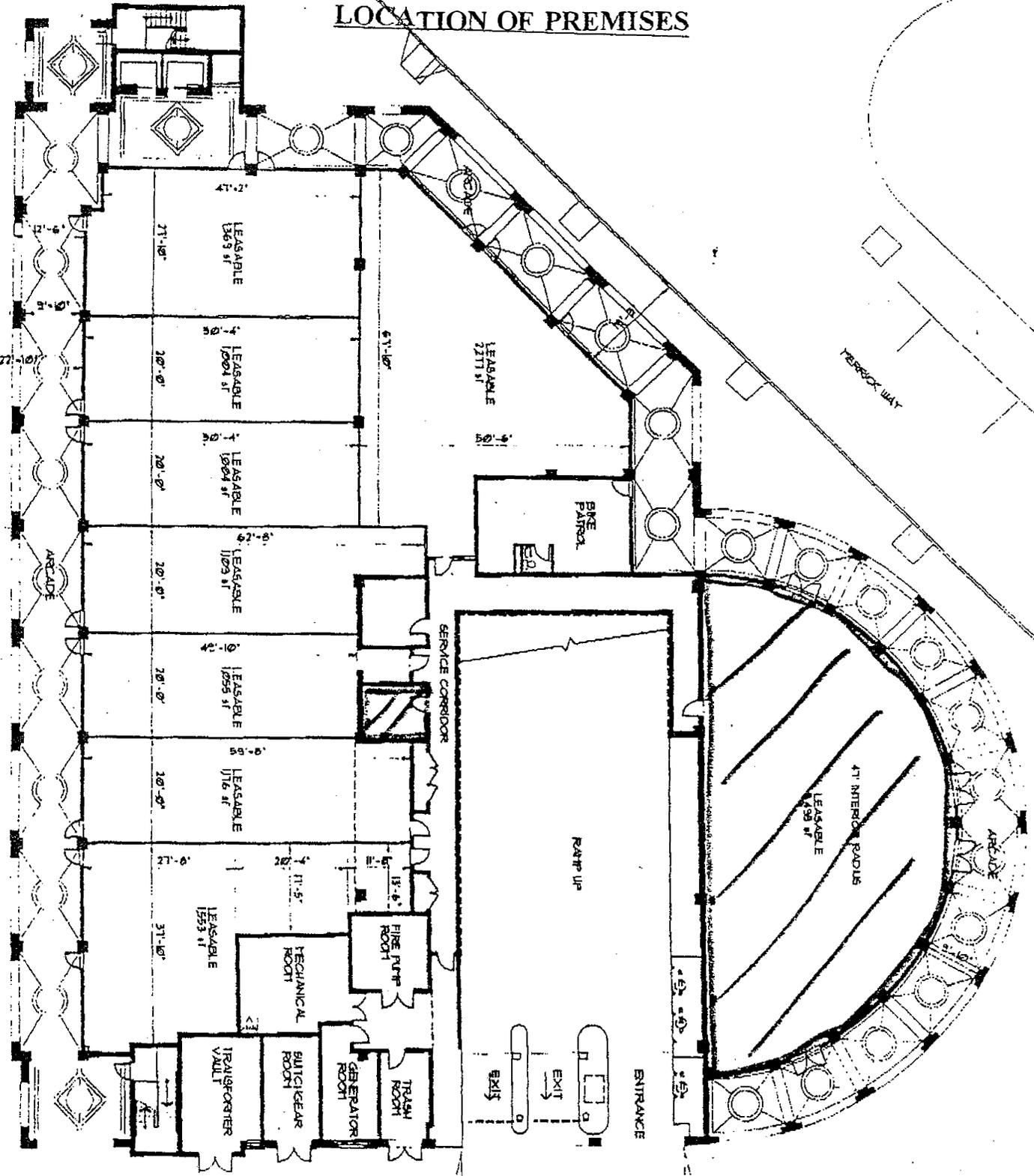
EXHIBIT A

LEGAL DESCRIPTION OF BUILDING

Parcel "A", of "REPLAT OF PORTIONS OF BLOCKS 32 AND 39 - REVISED PLAT OF CORAL GABLES SECTION L", according to the plat thereof as recorded in Plat Book 57, at Page 35, of the Public Records of Dade County, Florida, TOGETHER WITH: Lots 1, 2, 3, 4 and 9, and 20 foot alley lying between, in Block 32, of "REVISED PLAT OF CORAL GABLES SECTION L", according to the plat thereof as recorded in Plat Book 8, at Page 85, of the Public Records of Dade County, Florida. TO BE PROVIDED BY CITY.

EXHIBIT B

LOCATION OF PREMISES



NORTH



GRUHL
NOV. 8, 19

ARAGON AVENUE

EXHIBIT C

LANDLORD'S WORK

The Landlord will provide the premises in the following condition:

All exterior construction will be completed by the Landlord.

The interior of the exterior walls will be finished in precast below the window line.

The interior of the columns at the storefront will be finished in stucco.

The interior of the corridor wall will be finished in precast or masonry block.

The Landlord will supply all exterior and corridor doors.

The floor will be an unfinished concrete floor with a utility trench in the back of the premises.

The ceiling will be unfinished concrete with one hour fire proofing.

Electrical, water, and refrigerant line will be stubbed to the premises.

Sprinkler lines and heads will be run through-out the premises. Any modification will be Tenant's responsibility.

EXHIBIT D

TENANT'S SIGN CRITERIA

Tenant will follow requirements regarding size and location according to the signage bay elevation in Exhibit D.1. The sign will be located at the center line of the arch and will be back lit. The size requirements are (twelve) 12 feet in length by (two) 2 feet in height. Tenant shall submit sign detail, color and material to the Coral Gables Architectural Board for approval.

CENTER LINE
OF ARCH

SIGN LOCATED AT THE CENTER LINE
OF THE ARCH SIZE 12'-0" LONG
BY 2'-0" HEIGHT BACKLIT

13'-0"
TOP OF CORNICE

LOCATION BOX
FOR SIGNAGE (TYP.)

LIGHT FIXTURE
TYPICAL LOCATION
CAST PANEL JOINT

... TRELLIS
... L-2 FOR
... DETAILS & DETAIL

REFRONT BEYOND
4-35

CAST CURB BEYOND
DET. 2/A-63

SIGNAGE SIZE AND LOCATION REQUIREMENTS

CENTER LINE

EXHIBIT D.1

CARR SMITH &
A MEMBER OF THE CARRON
FEL. (200) 924-6725
ARCHITECTS

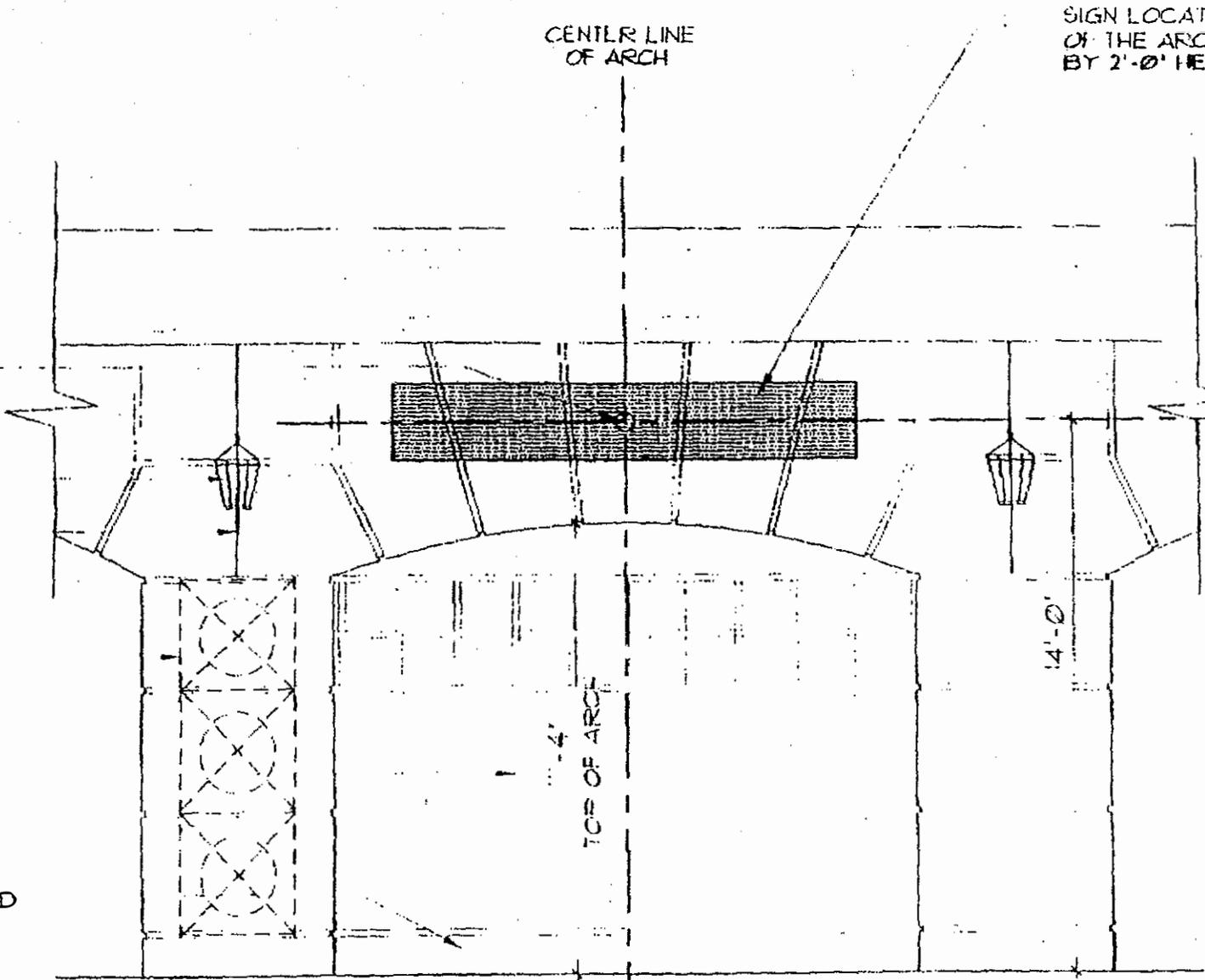
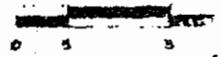


EXHIBIT "E"
TENANT'S WORK LETTER AGREEMENT

THIS WORK LETTER AGREEMENT (this "Work Letter") is attached to and made part of that certain Building Office Lease Agreement (the "Lease") by and between THE CITY OF CORAL GABLES ("Landlord"), a municipal corporation and _____ ("Tenant"), a _____ Corporation. The terms, definitions and other provisions of the Lease are hereby incorporated into this Work Letter by reference.

IN CONSIDERATION OF the execution of the Lease and the mutual covenants and conditions hereinafter set forth, Landlord and Tenant agree as follows:

1. Building Standard Improvements:

(a) This Work letter sets forth the agreement with respect to the construction of the "Building Standard Improvements", which is understood to mean (i) the "Shell Improvements" (as hereinafter defined) and (ii) any additional improvements constructed or installed on the Premises for Tenant's use using "Building Grade" (as hereinafter defined) construction and materials. Any other improvements to the Premises that require construction methods or materials other than Building Grade shall be deemed to be "Non-Standard Improvements". All improvements to the premises constructed pursuant to this Work letter other than the Shell Improvements, whether constructed or installed by Landlord or Tenant, shall be hereinafter referred to as the "Tenant Improvements", which term shall include both Building Grade and any Non-Standard Improvements.

(b) "Shell Improvements" shall mean the following improvements which have been or will be provided by Landlord, at its expense, in connection with the construction of the Building:

- (1) Exterior Building windows, walls and roof structure and unfinished concrete block and sheetrock walls surrounding Common Areas and Service Areas.
- (2) Unfinished partial concrete floors and unfinished ceiling.
- (3) Fully equipped and finished Common Areas and Service Areas, including elevator, elevator lobbies, terrace area, mechanical and electrical rooms.
- (4) Refrigerant line to each space for heating, ventilation and air-conditioning.
- (5) Electrical meter rooms equipped with panels and breakers to code.

(6) Automatic sprinkler systems with construction heads per minimum code requirements for Building shell.

(7) Public corridor areas as needed to serve the Premises with floors, interior walls and ceilings finished with Building Grade materials.

(c) In accordance with and subject to the provisions of this Work Letter, Tenant shall, at Tenant's expense, construct and install the Tenant Improvements, including the Non-Standard Improvements, if any. Unless otherwise agreed in writing, Tenant shall use the following Building Grade construction methods and materials where appropriate or some other substantially comparable construction method or material deemed by landlord (in its sole discretion) to be Building Grade:

(1) Interior Partitions: Taped, finished and painted (two coats of flat latex, MAB or approved equal) partitioning to be constructed with one layer of ½" drywall mounted on each side of 2 ½" metal studs, extending above the finished ceiling height.

(2) Interior Demising Walls: Tenant separation and corridor walls consisting of one layer of 5/8" fire-rated drywall mounted on each side of 3 5/8" metal studs, running from floor slab to ceiling slab, with 3 5/8" layer of insulation in the wall cavity; Tenant to be responsible only for one-half of the cost of such tenant separation and corridor walls. Any other unfinished concrete surfaces (walls or columns) to be wrapped with drywall; tenant to bear the full cost of such wrapped concrete walls. All demising walls to be taped, finished and painted (two coats) and baseboard (or vinyl base) installed.

(3) Building Exterior Wall: The interior base of the Building exterior window wall shall be an aluminum sill.

(4) Entry Doors: To be supplied by Landlord.

(5) Interior Doors: To be supplied by Tenant.

(6) Carpeting: Minimum 30 ounce face weight, commercial grade with 40 ounce pad, or equal, throughout Premises.

(7) Heating, ventilation and air conditioning: Low pressure ductwork and flex duct air distribution system throughout the Premises with air diffusers, VAV boxes (Trane or approved equal) and thermostat(s).

(8) Electrical: Wiring and conduit per code, as required for standard wall-mounted duplex power outlets, switches and 2' x 4' fluorescent lighting fixtures with complete circuitry to electrical panels.

(9) Lighting: 2' x 4' lay-in fixtures with three fluorescent tubes each and parabolic lens cover (with a 21 - division grate on a 2' x 4' fixture), with wiring, conduit and circuitry or Landlord approved alternative.

(10) Telephone Outlets: Wall-mounted outlet and conduit stubbed to partition height.

(11) Ceiling: U.S.G. Acoustone Glacier (or approved equal) suspended, revealed edge acoustical tile lay-in ceiling with 24" x 24" x 5/8" tiles in a painted, exposed metal grid system throughout Premises or Landlord approved alternative.

(12) Fire Protection and Security equipment: Recessed and concealed sprinkler heads, exit lights, fire extinguishers and fire dampers as required per code. In addition to door locks for entry and interior doors, as needed. Tenant shall provide a security lock approved by Landlord on each corridor door that is an integral part of the Premises.

(d) Tenant's obligation to construct any Non-Standard Improvements shall be subject to the provisions of this Work Letter pertaining to Landlord's review of the "Plans and Specifications" (as hereinafter defined) and (ii) any delay in "Substantial Completion" (as hereinafter defined) due to Tenant's specification of construction or materials other than Building Grade.

2. Plans and Specifications: Construction Budget:

(a) The Tenant Improvements shall be completed in accordance with detailed architectural and engineering working drawings and material specifications (the "Plans and Specifications") which shall be prepared at Tenant's expense and shall be in a form and content as necessary to allow Tenant's contractor(s) to obtain all required building permits and approvals. The Plans and Specifications shall include the following:

- (1) fully dimensioned architectural plan;
- (2) electric/telephone outlet diagram;
- (3) reflective ceiling plan with light switches;
- (4) mechanical plan;
- (5) electric power circuitry diagram;

(6) schematic plumbing riser diagram (if any);

(7) all color and finish selections; and

(8) all special equipment and fixture specifications.

(b) Tenant may utilize either the space planner architect designated by Landlord ("Landlord's architect"), or some other licensed architect or space planner in preparation of items (1) through (3), (7) and (8) as provided in subparagraph (a) of this Section; provided that if Tenant elects to use some other licensed architect or space planner, that portion of the Plans and Specifications must be prepared and sealed as may be required for issuance of a building permit and shall be subject to Landlord's approval. In all events, items (4), (5) and, if necessary, item (6) must be prepared by the engineer(s) designated by Landlord ("Landlord's engineers"). For preparation of the full Plans and Specifications as indicated above, the total fees imposed by Landlord's architect and engineers shall not exceed One and 10/100 DOLLARS (\$1.10) per square foot of Usable Area of the Premises, plus reimbursable expenses. Should Tenant elect to utilize some other licensed architect, the total charge for (i) preparation of the engineering drawings and specifications by Landlord's engineers, and (ii) coordination and review of Tenant's architectural drawings and specifications by Landlord's architect shall not exceed 55/100 Dollar (\$0.55) per square foot of Usable Area of the Premises, plus reimbursable expenses.

(c) Tenant shall cause the Plans and Specifications to be prepared, at Tenant's expense, and submitted to Landlord not later than ~~five (5) days~~ thirty (30) days from the effective date of this Lease. Landlord shall then have a period of not more than ten (10) days following such submittal in which to review and approve the Plans and Specifications or state any objections to same in writing. Landlord's approval shall not be unreasonably withheld, and any objections shall be reasonable in nature and stated in sufficient detail so as to allow necessary modification by Tenant. Tenant shall have a period of not more than twenty (20) days following receipt of Landlord's objection(s), if any, to make necessary modifications to the Plans and Specifications and resubmit same to Landlord in final form. Once accepted by Landlord in final form, the Plans and Specifications may be modified only with Landlord's written approval, and Tenant shall be liable for any additional costs incurred as a result of any such change.

(d) Should Tenant fail to either (i) submit the Plans and Specifications to Landlord by the date specified in subsection (c) of this Section, or (ii) make any reasonable modifications to same and resubmit to Landlord as so specified, then such failure shall be construed as a material event of default under the Lease, entitling Landlord to the remedies provided thereunder.

(e) Within fifteen (15) days following receipt of the final approved Plans and Specifications, Tenant shall have its contractor(s) prepare an estimated budget (the "Construction Budget") of the cost of the Tenant Improvements, including the Non-Standard Improvements, and shall submit same to Landlord. The Construction Budget shall be in reasonable detail and shall reflect a unit cost for all improvements which is reasonable in amount, given the then current market conditions pertinent to labor and material costs for such construction. The cost of the Tenant Improvements, as set forth in the Construction Budget, shall also include the cost of all utilities, air conditioning, elevator, and security services provided during construction. Tenant will submit the Construction Budget to Landlord and Landlord shall have a period of no more than five (5) days to review and approve said Construction Budget or state any objections to same in writing if Landlord fails to respond within said five (5) days period, Landlord's approval shall be presumed.

3. Contractor(s); Permits; Performance Bond:

(a) Tenant shall use its own contractor(s) and shall obtain all building permits necessary to complete all Building Standard Improvements and any Non-Standard Improvements, with the exception of any item(s) (whether or not shown in the Plans and Specifications) which may be agreed in writing to be constructed or installed by Landlord or Landlord's contractor(s). Tenant shall bear the cost of all building permits.

(b) Tenant shall use licensed contractors, approved by Landlord, and shall be responsible for obtaining all necessary permits and approvals at Tenant's sole expense. Tenant shall advise its contractor(s), subcontractor(s) and material supplier(s) that no interest of Landlord in the Premises, the Building or the Property shall be subject to liens to secure payment of any amount due for work performed or materials installed in the Premises and that Landlord has recorded a notice to that effect in the public records of Dade County, Florida. Landlord shall permit Tenant and Tenant's contractor(s) to enter the Premises prior to the Commencement Date to accomplish any work as agreed, however Tenant agrees to insure that its contractor(s) does (do) not impede Landlord's contractor(s) in performance of their respective tasks. Landlord shall not be liable in any way for any injury, loss, damage or delay which may be caused by or arise from such entry by Tenant, its employees or contractor(s). Any damage to the Building caused by Tenant, its contractors, subcontractors or agents shall be repaired by Tenant, at its expense, and all such work shall be done to Landlord's satisfaction. If any repaired area does not match the original surface, then the entire surface shall be done at Tenant's expense.

(c) Landlord shall have the right to disapprove any of Tenant's contractors or subcontractors if Landlord has reason to believe that such contractors or subcontractors are: (i) not licensed as required by any governmental agency; (ii) not technically qualified or sufficiently staffed to do the work; (iii) not financially capable of undertaking the work; and/or (iv) incompatible with any of Landlord's contractors or subcontractors

working on the Building (such incompatibility to include possible conflicts with any union contractors employed by Landlord).

4. Construction of Improvements

(a) Tenant shall substantially complete the Building Standard Improvements and the Non-Standard Improvements, if any, in accordance with the Plans and Specifications, not later than the Commencement Date as specified in the Lease. "Substantial Completion" shall mean that the Building Standard Improvements and the Non-Standard Improvements are sufficiently complete so as to allow Tenant to occupy the Premises for the use and purposes intended without unreasonable disturbance or interruption; provided that Landlord and/or Tenant's employees, agents and contractors, shall be allowed to enter upon the Premises at any reasonable time(s) following the Commencement Date as necessary to complete any unfinished details, and such entry shall not constitute an actual or constructive eviction of Tenant, in whole or in part, nor shall it entitle Tenant to any abatement or diminution of rent or relieve Tenant from any obligation under the Lease.

(b) Tenant shall be responsible for any delay in Substantial Completion past the scheduled Commencement Date resulting from any of the following causes:

(1) Tenant's failure to submit the Plans and Specifications (or any necessary modifications or additions thereto) or respond to the Construction Budget within the time periods specified in this Work Letter; or

(2) Tenant's failure to pay any portion of Tenant's Costs when due; or

(3) Tenant's specification of special materials or finishes, or special installations other than as may be specified by Landlord as Building Grade, which special items cannot be delivered or completed within Tenant's construction schedule (subject to Landlord's obligation to give Tenant notice of same as hereinafter provided); or

(4) any change in the Plans and Specifications caused by Tenant once finally approved and accepted by Landlord, even though Landlord may approve such change; or

(5) the performance of or failure to perform any special work or installation by any person or firm employed by Tenant to do any work on the Premises; or

(6) any work stoppage or delay due to Tenant's failure to use union or non union contractors or labor as may be required by Landlord; or

(7) any other delay in Substantial Completion directly attributable to the acts or omissions of Tenant, its employees, agents or contractor(s).

(c) In the event that any delay caused by Tenant results in or contributes to a delay in substantial Completion past the scheduled Commencement Date as provided in the Lease, then the Commencement Date shall be deemed to have occurred and Tenant's rental obligations shall commence as of the date Landlord would have otherwise achieved Substantial Completion but for Tenant's delay.

(d) Tenant shall advise Landlord of any special material, finish or fixture (other than Building Grade) requested by Tenant that will result in a delay in Tenant's construction schedule beyond the scheduled Commencement Date. In such event, Tenant shall either modify its specifications so as not to delay construction or be deemed to have accepted responsibility for any resulting delay.

5. Window Coverings:

Window coverings shall not be required by Landlord. However, in the event that Tenant desires window coverings, with Landlord's prior written consent, Tenant, at Tenant's expense, may install window treatments.

EXHIBIT E

TENANT'S SPACE PLAN