

**CONDITIONAL ACCEPTANCE
AND ASSUMPTION OF LEASE**

THIS CONDITIONAL ACCEPTANCE AND ASSUMPTION OF LEASE is made, executed and delivered as of the 10th day of March, 2006, by and between, 1310 Congress Partners, L.L.C., a Florida limited liability corporation, whose principal place of business is located at 5201 Village Blvd., West Palm Beach, Florida 33407 (hereinafter referred to as "Lessor"), and the School Board of Palm Beach County, Florida, whose address is 3300 Forest Hill Boulevard, West Palm Beach, Florida 33406 (hereinafter referred to as "School Board")

WITNESSETH:

WHEREAS, Lessor and Survivors Charter School, Inc. ("Survivors") entered into a Lease Agreement dated July 5, 2001, a complete copy of which is attached hereto as Exhibit "A" ("Lease") in which Lessor leased to Survivors the building located at 1310 Congress Avenue, West Palm Beach, Florida (hereinafter the "Premises"); and

WHEREAS, on January 24, 2006, the School Board took action to terminate Survivors' Charter School Agreement; and

WHEREAS, Survivors has appealed the School Board's decision to terminate its Charter School Agreement; and

WHEREAS, as Lessor desires some assurance from the School Board as to the School Board's willingness to assume the Lease during the pendency of the appeal and, in the event the School Board prevails, for the remaining term of the Lease; and

WHEREAS, Lessor is willing to accept the School Board as the lessee under the Lease and the School Board is willing to assume the obligations of lessee under the lease.

NOW, THEREFORE, in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is acknowledged by Lessor, the parties hereto agree as follows:

1. The foregoing recitals are true and correct.
2. Lessor represents to School Board that it is the owner of all of the Lessor's interests in the Lease, free and clear of all liens and encumbrances of any person claiming by, through or under the Lessor. Lessor further represents that it has full power and authority to accept School Board as the lessee under the Lease, subject to the rights of Survivors.

3. For value received, Lessor herewith agrees to accept and recognize School Board as lessee under the Lease and covenants that School Board shall have the right of quiet enjoyment and peaceful possession of the Premises, subject to any required assignment or extinguishment of any rights of Survivors in and to the Lease. Lessor acknowledges that School Board shall not be liable for any act or omission of Survivors prior to the date hereof.
4. School Board, in consideration of Lessor's acceptance of School Board as lessee under the Lease, assumes and agrees to perform and abide by all terms, conditions and obligations imposed upon the lessee under the Lease accruing after the date hereof, subject to the interpretation and application of all indemnification obligations being consistent with Florida Statute §768.28.
5. This Agreement shall be effective upon the execution by both parties:
 - a. In the event of Survivors' successful appeal of the School Board's action to terminate Survivors' Charter Agreement, and Survivors reinstatement as lessee under the Lease and School Board shall have no further obligation or liability associated therewith;
 - b. In the event that the School Board's termination of Survivors' Charter Agreement is upheld, this Agreement shall continue. However, the parties, if they mutually agree, may enter into a new Lease on the same terms as the Lease, excepting only the Tenant and revisions of the indemnification and insurance provisions to be consistent with Florida Statute §768.28 and such other amendments mutually agreed to by School Board and Lessor.
6. During the pendency of the Survivors' appeal, without waiving any claims of breach of the Lease to Survivors and right to pursue remedies as a result thereof, Lessor agrees not to take any action to dispossess the School Board from possession of the Premises.
7. This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns, and may be altered only by written instrument executed by each of the parties hereto or their successor or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Acceptance and Assumption of Lease to be executed as of the day and year first above written.

1310 CONGRESS PARTNERS, LLC, A
FLORIDA LIMITED LIABILITY
CORPORATION

BY: *R Sheeble*
ITS: _____ Manager

Attest:
BY: _____
ITS: _____, Secretary

Date Executed by Lessor 3-10-06

THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA

ATTEST:

BY _____
Arthur C. Johnson, Ph.D., Superintendent

BY _____
Thomas E. Lynch, Chairman

REVIEWED AND APPROVED AS TO
LEGAL FORM

Board Approval Date: _____

School Board Attorney

Date: _____



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
Beneficial Interest and Disclosure of Ownership Affidavit

Bid No _____ Project No / Title _____
Corporate Name 1310 Congress Blvd News LLC Tax FEIN No 65-1102584

Before me, the undersigned authority, personally appeared, Robert Needle, ("Corporate Representative") this 10th day of March, 2006, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
- 2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

<u>Hunter Blake Corporation</u>	<u>520 Village Blvd WPR, FL 33407</u>	<u>12.5</u>
<small>Name</small>	<small>Address</small>	<small>Percent</small>
<u>Congress Capital, LLC</u>	<u>1631 Dawson Ct. Greensboro, GA 30642</u>	<u>50</u>
<small>Name</small>	<small>Address</small>	<small>Percent</small>
<u>Robert Needle 1990 Trust</u>	<u>520 Village Blvd WPR, FL 33407</u>	<u>37 1/2</u>
<small>Name</small>	<small>Address</small>	<small>Percent</small>

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

_____	_____	_____
<small>Name</small>	<small>Address</small>	<small>Percent</small>
_____	_____	_____
<small>Name</small>	<small>Address</small>	<small>Percent</small>
_____	_____	_____
<small>Name</small>	<small>Address</small>	<small>Percent</small>

C. Stock held for others and for whom held:

_____	_____	_____
<small>Name</small>	<small>Address</small>	<small>Percent</small>
_____	_____	_____
<small>From Whom Held</small>	<small>Address</small>	<small>Percent</small>
_____	_____	_____
<small>Name</small>	<small>Address</small>	<small>Percent</small>
_____	_____	_____
<small>From Whom Held</small>	<small>Address</small>	<small>Percent</small>
_____	_____	_____
<small>Name</small>	<small>Address</small>	<small>Percent</small>
_____	_____	_____
<small>From Whom Held</small>	<small>Address</small>	<small>Percent</small>

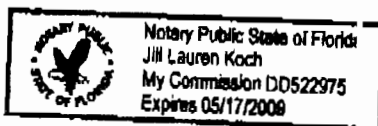
CORPORATE REPRESENTATIVE

By Robert Needle

SWORN TO and subscribed before me this 10th day of March, 2006 by

Robert Needle Such person(s) (Notary Public must check applicable box)
 is/are personally known to me. produced a current driver license(s) produced _____ as Identification
(NOTARY PUBLIC SEAL)

PBSD 1987 (NEW 11/6/2002)



Jill Lauren Koch
Notary Public
Jill Lauren Koch
(Print, Type or Stamp Name of Notary Public)



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
Beneficial Interest and Disclosure of Ownership Affidavit

Bid No _____ Project No / Title _____
Corporate Name 1310 Congress Partners LLC Tax FEIN No 65-1162584

Before me, the undersigned authority, personally appears, Robert Needle, (Corporate Representative) this 16th day of March, 2006, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
- 2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

<u>Hunter Blake Corporation</u>	<u>5201 Village Blvd WPB, FL 33407</u>	<u>12.5</u>
<u>Congress Capital LLC</u>	<u>1031 Dawson Ct Greensboro, GA</u>	<u>30.4250</u>
<u>Robert Needle 1990 Trust</u>	<u>5201 Village Blvd WPB, FL 33407</u>	<u>37.12</u>

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Stock held for others and for whom held:

_____	_____	_____
From Whom Held	_____	_____
_____	_____	_____
From Whom Held	_____	_____
_____	_____	_____
From Whom Held	_____	_____

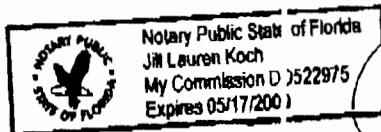
CORPORATE REPRESENTATIVE

By Robert Needle

SWORN TO and subscribed before me this 16th day of March, 2006, by Robert Needle. Such person(s) (Notary Public must check applicable box).

is/are personally known to me. produced a current driver license(s) produced _____ as identification

(NOTARY PUBLIC SEAL)



Jill Lauren Koch
Notary Public
Jill Lauren Koch
(Print, Type or Stamp Name of Notary Public)



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
Beneficial Interest and Disclosure of Ownership Affidavit

Bid No _____ Project No / Title _____
Corporate Name Hunter Blake Corporation Tax FEIN No 65-1094328

Before me, the undersigned authority, personally appeared, David Needle, ("Corporate Representative") this 17 day of March, 2006, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete
- 2) The following is a list of every "person" (as defined in Section 1 01(3), Florida Statutes to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

A Persons or corporate entities owning 5% or more:

Name	Address	Percentage
<u>David Needle</u>	<u>S201 Village Blvd WPB</u>	<u>100%</u>

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name	Address	Percentage
<u>David Needle</u>	<u>S201 Village Blvd WPB</u>	<u>100%</u>

C Stock held for others and for whom held:

Name	Address	Percentage
From Whom Held	Address	Percentage
From Whom Held	Address	Percentage

CORPORATE REPRESENTATIVE

By: _____

SWORN TO and subscribed before me this 17 day of March, 2006, by David A. Needle Such person(s) (Notary Public must check applicable box)

is/are personally known to me. produced a current driver license(s) produced _____ as identification (NOTARY PUBLIC SEAL)

Jennifer B. Sover
My Commission DG314310
Expires April 28, 2008

Jennifer B. Sover
Notary Public
Jennifer B. Sover
(Print, Type or Stamp Name of Notary Public)

FB80 1087 (NEW 1/06/2002)

1310 CONGRESS PARTNERS, LLC

5201 Village Boulevard
West Palm Beach, Florida 33407

Phone (561) 687-1901
Fax (561) 687-1904

August 9, 2002

Mr. Mark Flamer, President
Survivors Charter School, Inc.
1310 North Congress Avenue
West Palm Beach, Fl 33409

Re: Lease on Parking Lot Area

Dear Mark:

As per our conversation, this will confirm that 1310 Congress Partners, LLC will rent to Survivors Charter School, Inc. the vacant land north of the school for parking on a month to month basis, beginning September 1, 2002 for an agreed upon rental of \$ 1,000.00 per month plus 6%(\$60.00) Florida Sales Tax for a total of \$ 1,060.00 per month.

Please acknowledge your acceptance to this below.

Sincerely,



Robert Needle
Manager

Agreed and Accepted:


Date: 8-15-02

Survivors Charter School, Inc.

By: Marc Flamer

Marc Flamer, President

FLORIDA EXECUTIVE REALTY MANAGEMENT CORP.



DATE: MARCH 16, 2006
TO: PETER RAY/ BLAIR LITTLEJOHN
FROM: ROBERT NEEDLE
SUBJECT: SURVIVORS CHARTER SCHOOL

**PER YOUR REQUEST THE PRINCIPALS OF THE ENTITIES THAT OWN
1310 CONGRESS PARTNERS, LLC ARE AS FOLLOWS:**

- 1. ROBERT NEEDLE & DAVID NEEDLE, CO-TRUSTEES OF THE ROBERT
NEEDLE 1990 TRUST.**

- 2. HUNTER BLAKE CORPORATION: DAVID NEEDLE PRESIDENT AND
SOLE STOCKHOLDER**

- 3. CONGRESS CAPITAL, LLC MEMBERS ARE AL & MARIE BRUNO**

IF YOU NEED ANY ADDITIONAL INFORMATION, PLEASE GIVE ME A CALL

LEASE AGREEMENT

BETWEEN

1310 CONGRESS PARTNERS, LLC, a Florida limited liability company,
as LANDLORD

SURVIVORS CHARTER SCHOOL, INC., a Florida corporation,
as TENANT

DATE: July 5th, 2001

LANDLORD: **1310 CONGRESS PARTNERS, LLC, a Florida limited liability company**
TENANT: **SURVIVORS CHARTER SCHOOL INC., a Florida corporation**
TENANT'S TRADE NAME: _____
CENTER: **1310 North Congress Avenue**
West Palm Beach, Florida _____

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LEASE AGREEMENT

THIS LEASE is made as of the _____ day of _____, 2001 by and between the Landlord and Tenant identified below:

1. INFORMATIONAL PROVISIONS AND DEFINITIONS.

1.1. LANDLORD'S NAME & MAILING ADDRESS: 1310 Congress Partners, LLC
c/o Florida Executive Realty Management Corp.
5201 Village Blvd.
West Palm Beach, FL 33407

1.2. TENANT'S NAME & MAILING ADDRESS: Survivors Charter School, Inc.
1310 North Congress Avenue
West Palm Beach, FL

1.3. GUARANTOR(S) AND ADDRESS: None.

1.4. CENTER (Par. 11): As per Exhibit "A" 1310 North Congress Avenue, West Palm Beach, FL

1.5. DEMISED PREMISES (Par. 11): as per Exhibit "A" SPACE NO. 1st floor and warehouse
GROSS LEASEABLE AREA (Approx.) (Par. 7.5) SQUARE FEET: 15,500

1.6. TERM (Par. 3.5):

1.6.1. Commencement Date: (Subject to Par. 3.1 and 51.7):
Upon the earlier of the issuance of Certificate of Occupancy ~~Demised Premises or~~ *PHB*
~~September 1, 2001.~~

1.6.2. Initial Term (Par. 3.3): Ten (10) Years (plus partial 1st month if applicable).

1.6.3. Renewal Term(s) (Par. 3.4): Two (2) Renewal Terms of Five (5) years each.

1.7. TENANT PAYMENTS (Par. 4):

1.7.1. Minimum Rent for Initial Term: (Par. 5):

<u>LEASE YEAR(S)</u>	<u>ANNUAL MINIMUM RENT</u>	<u>MONTHLY INSTALLMENTS</u>
1	\$ 180,000.00	\$ 15,000.00
2	232,500.00	19,375.00
3-10	4% increase over Annual Minimum Rent and Monthly Installments for prior Lease Year	

1.7.2. Minimum Rent for Renewal Term(s) (Par. 5):

1	1-5	4% increase over Annual Minimum Rent and Monthly Installments for prior Lease Year
2	1-5	4% increase over Annual Minimum Rent and Monthly Installments for prior Lease Year

1.8. SECURITY DEPOSIT (Par. 10): \$ 25,000.00

1.9. PERMITTED USE (Par. 12): Operation as a middle school and high school level charter school.

Exhibit "A" - SITE PLAN

Exhibit "B" - RULES AND REGULATIONS

2. LEASE. Landlord in consideration of the Tenant Payments to be paid and the Covenants to be performed by Tenant, does hereby demise and Lease to Tenant, and Tenant hereby Leases and takes from Landlord, for the Term, for the Tenant Payments, and upon the covenants and conditions hereinafter set forth, the Demised Premises.

3. TERM.

3.1. Commencement Date. The commencement date of the Initial Term, hereinafter referred to as the Commencement Date, will be the date set forth in Paragraph 1.6.1. After the Commencement Date, upon written demand by Landlord, Tenant agrees to execute and deliver to Landlord a written document certifying the Commencement Date of this Lease in a form satisfactory to Landlord. Notwithstanding the Commencement Date of the Initial Term of this Lease, Tenant agrees that it shall be governed by all terms and conditions of this Lease, other than with regard to the payment of Minimum Rent, Common Expense Contribution and Tax Contribution(as hereinafter provided), from and including the date that Landlord delivers possession of the Demised Premises to Tenant for Tenant to begin the Tenant's Work as described in Paragraph 48 below or to conduct student enrollment and administrative activities.

3.2. Lease Year. A "Lease Year" shall mean and refer to a period of twelve (12) full calendar months. The first Lease Year shall commence on the Commencement Date and, if the Commencement Date is a date other than the first day of a calendar month, shall include and be extended by the number of days from the Commencement Date to the end of the calendar month in which the Commencement Date falls. Notwithstanding the foregoing, the last Lease Year shall end on the expiration of the Term or earlier termination of this Lease.

3.3. Initial Term. The Initial Term of this Lease will be for the number of Years set forth in Paragraph 1.6.2 beginning on the Commencement Date, and if the Commencement Date is a date other than the first day of a calendar month, shall include and be extended by the number of days from the Commencement Date to the end of the calendar month in which the Commencement Date falls.

3.4. Renewal Terms. Tenant is hereby given the right to the number of Renewal Term(s) set forth in Paragraph 1.6.3, if any. Subject to Tenant's exercise of same as hereinafter provided, each Renewal Term shall be for the number of Years set forth In Paragraph 1.6.3, after the expiration of the Initial Term or the Immediately preceding Renewal Term. Tenant must exercise its right to any Renewal Term herein granted by delivering to Landlord, at least six (6) months prior to the expiration of the Initial Term or the then existing Renewal Term, written notice of Tenant's election to exercise its right to such Renewal Term. Where applicable, It shall be a condition to Tenant's right to any Renewal Term that Tenant has exercised its right to the immediately preceding Renewal Term. All of the terms, provisions, covenants, conditions and obligations of this Lease pertaining to the Initial Term, except as hereinafter specifically provided, shall automatically apply to any Renewal Term. Notwithstanding the foregoing, If Tenant is in default under this Lease at any time prior to the commencement of any Renewal Term, whether or not Tenant has exercised Its right to such Renewal Term, Landlord shall have the right by written notice to Tenant within ninety (90) days of Tenant's default, to terminate Tenant's right to the Renewal Term and any subsequent Renewal Terms.

3.5. Term. The "Term" of this Lease shall mean and refer to the Initial Term and any Renewal Term(s) which are provided to and properly exercised by Tenant, as hereinabove described.

3.6. Obligations of Tenant before Commencement Date. Notwithstanding anything contained herein to the contrary, Tenant shall observe and perform all of Its obligations under this Lease, including, without limitation, its obligation to pay charges for utilities and to provide insurance (excepting its obligation to pay any Tenant Payments required hereunder), from the date upon which the Demised Premises are made available to Tenant for Tenant's Work or the Tenant commences to perform Tenant's Work, whichever is earlier, until the actual Commencement Date.

4. Tenant Payments. Throughout the Term, Tenant agrees to pay to Landlord, without any prior demand required therefor and without any setoffs or deductions whatsoever, the "Tenant Payments", as provided In this Lease, which shall include the Minimum Rent, Common Expense Contribution, Tax Contribution, all applicable sales and use taxes, and any other monies which pursuant to the terms of this Lease are to be paid to Landlord by Tenant. If any Tenant Payment is not received by Landlord when It is due, Landlord shall have the right to charge Tenant an administrative charge equal to One Hundred Dollars (\$100.00) or five percent (5%)of the Tenant Payment, whichever is greater, plus interest at the highest lawful rate from and after the due date of the Tenant Payment until received by Landlord, which administrative charge and interest shall be paid by Tenant within ten (10) days after written demand by Landlord as an additional Tenant Payment. Any Tenant Payment which is paid by check will be subject to clearance. If any such check is not honored by the bank upon which it is drawn, same shall be treated as if never paid to Landlord, and Landlord, without prejudice to its right to declare Tenant in default for non-payment, shall have the right to charge Tenant a dishonored check fee of one (1%) percent of the amount of the check, or Fifty Dollars (\$50.00), whichever is greater, in addition to the administrative charge and any interest required hereunder as a result of Tenant's failure to timely pay the Tenant Payment. Furthermore, if any Tenant Payment is paid by check and the check is not honored, thereafter Landlord will have the right, upon written notice to Tenant, to require Tenant to pay all future Tenant Payments to Landlord in cash or by cashier's check, and Tenant shall be thereafter required to do so unless and until Landlord agrees to the contrary in writing. All Tenant Payments to be made by Tenant under this Lease shall for all purposes be deemed rent payable to Landlord by Tenant, and Landlord shall have all rights and remedies upon any failure of a Tenant Payment as would be available to Landlord in the event of a failure of payment of rent.

5. Minimum Rent. Throughout the Term, Tenant agrees to pay Landlord the Minimum Rent. All Minimum Rent shall be payable in equal monthly installments, In advance, plus applicable sales and use taxes, on the first day of each and every calendar month throughout the Term. In the event the Commencement Date is other than the first day of a calendar month, the Minimum Rent Installment for the remaining portion of the calendar month in which the

Commencement Date falls shall be prorated on the basis of a thirty (30) day month and shall be paid immediately upon the Commencement Date. The Minimum Rent for each Lease Year of the Initial Term will be that set forth in Paragraph 1.7.1 for the Lease Year, and the Minimum Rent for each Lease Year of any Renewal Term will be that set forth in Paragraph 1.7.2 for the Lease Year.

6. COMMON EXPENSE AND REAL ESTATE TAX CONTRIBUTIONS.

6.1. Common Expense Contribution. As an additional Tenant Payment, Tenant shall pay to Landlord, commencing at the beginning of the second Lease Year and continuing for the full Term of this Lease thereafter, a Common Expense Contribution, which shall be a percentage (as hereinafter determined) of all costs and expenses incurred by Landlord in connection with the ownership, operation and maintenance of the Center (hereinafter referred to as the "Common Expenses") including, but not limited to the following: (i) Landlord's cost of contesting any real estate and personal property taxes and assessments for the Center, (ii) Landlord's insurance including, but not limited to, liability insurance for personal injury, death and property damage; insurance covering the Center against fire and extended coverage, theft or other casualties; rent loss insurance; workmen's compensation, plate glass for glass exclusively serving the Common Areas, automobile insurance, sign insurance; flood insurance, sinkhole insurance, and other insurance for the Center in amounts selected by Landlord; (iii) cleaning, maintaining, repairing, replacing and painting of the entire Center (except the portions of the Center to be maintained by the Tenant of the Center) and all equipment serving the Common Areas; (iv) the maintenance, repair and replacement of water, sewer, drainage, electric, and other utility lines and services serving the Center; (v) depreciation of equipment and personal property of Landlord used in connection with the cleaning, maintenance, repair and operation of the Common Areas and rent paid for the leasing of any such equipment and personal property; (vi) the operation and maintenance of Center signs, (vii) fire protection and fire hydrant charges; (viii) security services, if any; (ix) water and sewer charges for the entire Center and electrical utilities for the Common Areas; (x) any required licenses or permit fees imposed by any governmental authority in connection with the Center; (xi) the installation and maintenance of supplying music to the Common Areas, (xii) providing on and off site traffic control; (xiii) lighting, heating, ventilating and air conditioning the Common Areas, (xiv) sweeping, pressure cleaning, striping, sealing and resurfacing of all parking areas, roads, access ways and sidewalks, (xv) the maintenance, planting, replanting, and replacement of sod, flowers, shrubbery, plants and trees and the maintenance of sprinkler or irrigation systems for such landscaping, (xvi) trash, refuse, and garbage removal for the entire Center (unless at Landlord's option Landlord requests Tenant to pay such costs directly to the entity providing trash removal services); (xvii) pest control and extermination services for the entire Center, (xviii) reserves in an amount not to exceed five (5%) percent of the total Common Expenses for deferred repairs and maintenance; and (xix) an administration fee equal to fifteen (15%) percent of the total Common Expenses, which fee may be payable to Landlord and/or to any other person or entity managing the Center and/or the Common Areas. Landlord or its agents shall have the right to utilize its own employees in connection with the ownership, operation and maintenance of the Center, and in that event, the Common Expenses shall include all payroll and other expenses relating to such employees while performing services for the Center. Landlord shall use its best efforts to assure that such Common Expenses as are negotiable or controllable by Landlord are established at prices or rates competitive to similar rates established for similar buildings in the Palm Beach County area. Notwithstanding the foregoing, there shall be excluded from the foregoing Common Expenses only the following: the costs of initially constructing the Center or any portion thereof, any maintenance and repairs paid for pursuant to any warranty or Insurance policy, or by any Tenant or third party other than Landlord; principal and/or interest Payments made on any mortgage encumbering the Center; expenses which are for capital improvements and capital expenses as determined by Landlord's accountant pursuant to generally accepted accounting principles; professional fees and management fees; real estate broker's commissions; depreciation of the improvements constituting the Center; and costs or Expenses necessitated by the acts of any Tenant or any employee, agent or invitee of any Tenant, to the extent Landlord is able to collect such costs and Expenses from the responsible Tenant. The foregoing list of Common Expenses shall not be deemed to impose any requirement that Landlord incur such Expenses or provide such services to or on behalf of Tenant or in connection with the operation and maintenance of the Center.

6.2. Tax Contribution. As an additional Tenant Payment, Tenant shall pay to Landlord, commencing at the beginning of the second Lease Year and continuing for the full Term of this Lease thereafter, a Tax Contribution, which shall be a percentage (as hereinafter determined) of the real estate taxes and assessments, and personal property taxes, imposed upon the Center by any governmental or quasi-governmental authority (such taxes and assessments are part of the "Common Expenses" for purposes of this Lease, even though payable separate from the Common Expense Contribution).

Notwithstanding the foregoing provisions of this Section 6.2, to the extent that during any portion of the term of this Lease Tenant qualifies for exemption from ad valorem taxes pursuant to Section 196.1983, Florida Statutes, Landlord shall not require any Tax Contribution from Tenant. Tenant shall provide to Landlord evidence that it qualifies for the exemption provided in Section 196.1983, Florida Statutes, and Landlord and Tenant each agree to comply with such statute in all manners and respects.

6.3. Amount Payable. Tenant's Common Expense Contribution shall be paid to Landlord monthly, on the first day of each and every calendar month throughout the Term plus applicable sales taxes, on the basis of Landlord's good faith estimate of the Common Expenses, which may be revised by Landlord from time to time and at any time, by written notice to Tenant at least thirty (30) days prior to the due date of the next Common Expense Contribution. Tenant's Tax Contribution shall be paid to Landlord monthly, on the first day of each and every calendar month throughout the Term plus applicable sales taxes, on the basis of the prior year's real estate taxes and assessments, and personal property taxes, except that until a tax bill is received for the Center as completed Landlord may estimate the real estate taxes for the Center based upon the present millage rate multiplied by Landlord's good faith estimate of what the assessed value of the Center will be upon completion. If the Commencement Date or the termination date of this Lease is a day other than the first day of a calendar month, the Common Expense and Tax Contributions payable by Tenant for the month in which the Commencement Date or termination date falls shall be appropriately prorated.

6.4. Statements. Within one hundred eighty (180) days after the end of each calendar year, Landlord shall prepare and deliver to Tenant a statement of all Common Expenses actually incurred by Landlord for the prior calendar

year, and within sixty (60) days after the receipt of any bill for real estate or personal property taxes, or assessments, Landlord shall deliver to Tenant a copy of the bill. If the statement or the bill reflect Tenant underpaid its percentage of the actual Common Expenses or real estate taxes, personal property taxes, or assessments for the calendar year, then within sixty (60) days after delivery of the statement or bill Tenant shall pay any deficiency, and if the statement reflects that Tenant overpaid its percentage of the actual Common Expenses for the calendar year, or real estate taxes, personal property taxes or assessments, then within sixty (60) days after delivery of the statement or tax bill Landlord shall refund the excess to Tenant or, at Landlord's option, direct Tenant to deduct such excess from future Common Expense or Tax Contributions or other tenant Payments payable by Tenant. If this Lease commences or terminates in the middle of a calendar year, Tenant's share of all Common Expenses, real estate taxes, personal property taxes, and assessments for such calendar year shall be prorated based upon the number of days in the calendar year after the Commencement Date, or prior to the termination date, and without regard to when any particular Common Expense was actually incurred during the calendar year. If this Lease terminates in the middle of a calendar year, then as soon as Landlord is able to determine Tenant's actual share of Common Expenses, real estate taxes and assessments, and personal property taxes, for the portion of the year prior to the termination of this Lease, Landlord shall notify Tenant of same, and within ten (10) days thereafter, Tenant shall pay any additional amount owed to Landlord, or Landlord shall refund to Tenant or apply against any other monies owed to Landlord any excess amount paid by Tenant.

6.5. Determination of Tenant's Responsibility. Tenant's percentage responsibility for the Common Expense and Tax Contribution shall be equal to the percentage that the Gross Leasable Area of the Demised Premises bears to the entire Gross Leasable Area of the Center, except as hereinafter provided. The Gross Leasable Area of the Demised Premises, or any other Demised Premises within the Center, shall be the square feet of area within such Demised Premises for the exclusive use by the occupant thereof and its customers excluding any mezzanines and balconies not used as a sales area. The Gross Leasable Area shall be measured from the exterior face of exterior walls and the exterior face of service corridor walls, and the Center line of any walls between contiguous Demised Premises. No deduction in Gross Leasable Area shall be made for columns, stairs, elevators or any interior construction or equipment within any Demised Premises. In determining Tenant's percentage responsibility for the Common Expense and Tax Contribution, Landlord may exclude from the Gross Leasable Area of the Center any premises containing 7,500 or more square feet of Gross Leasable Area if the Lease for such premises does not require the applicable Tenant to pay a Common Expense or Tax Contribution, but in that event Landlord shall deduct from the Common Expenses or taxes any amounts payable by any such Tenant specifically for items included in the Common Expenses or for taxes.

6.6. Special Provision for Water and Sewer. Landlord may, at Tenant's expense, install separate water and sewer meters in the Demised Premises if the Demised Premises will use more water and sewer services than other Demised Premises in the Center, or if Landlord determines such separate metering desirable in Landlord's sole discretion. In the event the Demised Premises or any other Demised Premises within the Center have a separate water and sewer meter, water and sewer service shall continue to be a Common Expense, but shall be itemized and charged separate from all other Common Expenses, only to those tenants whose demised premises (including, if applicable, the Demised Premises) within the Center do not have separate water and sewer meters, in the same proportion that the Gross Leasable Area of any such tenant's demised premises and Gross Leasable Area bears to the Gross Leasable Area of all such demised premises. If a separate meter for water and sewer services is installed for the Demised Premises, then Tenant's Common Expense Contribution will exclude that portion of the water and sewer service applicable to the various demised premises within the Center and the utility company supplying such water and sewer service may bill Tenant direct for such service and Tenant shall pay such utility company, or if Landlord is required to pay for such water and sewer service Tenant will reimburse Landlord for such service within thirty (30) days after receipt of a bill from Landlord for such service based upon actual usage of water and sewer services in the Demised Premises, at the rates charged to Landlord by the applicable utility company, plus any applicable sales tax, which will may be submitted to Tenant by Landlord not more frequently than monthly.

6.7. Special Provisions for Lighting. If Tenant remains open beyond the regular hours of the Center, as provided in the Rules and Regulations, then Tenant will be responsible for any additional cost of lighting the parking lot and any other Common Areas due such extended hours until Tenant closes and for one hour thereafter, which shall be prorated among any other tenant staying open during such time, based upon the proportionate Gross Leasable Area of such Tenants.

6.8. Special Provisions Regarding Trash Removal. Landlord reserves the right to charge Tenant for the cost of any extraordinary trash or garbage removal required by Tenant, including such removal as may be required in connection with the commencement or termination of Tenant's business in the Demised Premises. Furthermore, Landlord specifically reserves the right to require Tenant, or any other tenant in the Center, to pay for trash removal services directly to the Company or entity supplying same and/or to contract directly for trash removal services with a company or entity selected or approved by Landlord.

6.9. Special Provision for Separately Charged Common Expenses. In addition to the provisions of Paragraphs 6.6, 6.7 and 6.8, any Lease in the Center (including this Lease) may require the Tenant to separately pay for any particular cost or expense relating to the Demised Premises of such Tenant which would otherwise be included in the Common Expense or Tax Contribution. Particular costs or Expenses which may be required to be separately paid by any Tenant may include, but are not limited to, real estate taxes, insurance, exterior maintenance, or any other cost or expense relating to the particular Demised Premises or business of such Tenant. In that event, similar costs or Expenses incurred by Landlord with respect to the Demised Premises of other tenants shall be itemized and charged separate from all other Common Expenses, only to those Tenants (including, if applicable, Tenant) which do not separately pay for such cost or expense with respect to their Demised Premises or business, in the same proportion that the Gross Leasable Area of any such Tenant's Demised Premises bears to the Gross Leasable Area of the Demised Premises of all such Tenants. If Tenant is required to separately pay for any cost or expense for the Demised Premises or business of Tenant, then Tenant's Common Expense or Tax Contribution will exclude Payment for similar costs and Expenses applicable to the Demised Premises and businesses of other tenants in the Center. Landlord shall attempt to obtain separate bills for that portion of any cost or expense required to be paid by any one Tenant with respect to such Tenant's Demised Premises or business, and for that portion of any cost or expense to

be shared by the remaining Tenants with respect to their Demised Premises or businesses, and if Landlord is unable to do so Landlord shall make a reasonable allocation of such cost or expense between the Tenant required to separately pay for same and the remaining Tenants.

7. TAXES.

7.1. Personal Property Taxes. Tenant shall pay, prior to delinquency, all taxes, if any assessed or levied upon its business operation, and upon its Leasehold interest, trade fixtures, furnishings, equipment, merchandise, and personal property of any kind owned, installed or used by Tenant in, on or upon the Demised Premises, and all alterations, changes and additions thereto. Where possible, the parties shall cause the foregoing to be assessed and billed separately from the tax bill for the Center. In the event any or all of the foregoing shall be assessed and taxed with the real estate taxes for the Center, Tenant shall pay to Landlord a share of such taxes as an additional Tenant Payment within thirty (30) days after delivery to Tenant by Landlord of an annual statement enclosing a copy of the current year's real estate tax bill and setting forth the portion of such tax bill applicable to the foregoing.

7.2. Sales Tax. Tenant, and not Landlord, shall pay, when and to the extent due and payable, the Florida State Sales Tax and any other sales or excise tax or assessment now or hereafter levied or assessed upon or against Tenant's or Landlord's interest in the Tenant Payments to be paid under this Lease, or any portion thereof, or Landlord's interest in this Lease or its income therefrom. Should the appropriate taxing authority require that any such sales or excise tax and/or assessment be collected by Landlord for or on behalf of such taxing authority, then such sales or excise tax and/or assessment shall be paid by Tenant to Landlord as an additional Tenant Payment in accordance with the terms of any written notice from Landlord to Tenant to such effect. Notwithstanding the aforesaid, Tenant shall not be required to pay Florida State Sales Tax as aforesaid to the extent of any exemption held by Tenant which exempts Tenant and Landlord from the payment of Florida State Sales Tax upon Tenant Payments, with written notice and evidence thereof from the State of Florida provided to Landlord.

8. UTILITIES. From and after the date when possession of the Demised Premises is given to Tenant for Tenant's use and possession, Tenant shall be responsible for obtaining, maintaining and paying for all utilities required in connection with the Demised Premises, including but not limited to telephones, electricity, water and sewer service, and trash removal service, (except for water and sewer and/or trash removal service where same is provided by Landlord as part of the Common Expenses).

9. SECURITY DEPOSIT.

9.1. Tenant has deposited with Landlord a Security Deposit equal to the sum set forth in Paragraph 1.8. The foregoing amount will be held by Landlord, without liability for interest, as security for the full and faithful performance by Tenant of each and every Term, covenant and condition of this Lease on the part of Tenant to be observed and performed.

9.2. If any Tenant Payment shall be overdue and unpaid, or should Landlord make payments on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply the entire Security Deposit, and any other monies of Tenant held by Landlord, or so much thereof as may be necessary to compensate Landlord toward the Payment of any Tenant Payment then due from Tenant, or toward any loss, damage or expense sustained by Landlord resulting from such default on the part of Tenant, and in such event, Tenant shall forthwith, upon demand by Landlord, restore the Security Deposit to its original sum. In the event Tenant shall fully and faithfully comply with all of the Terms, covenants and conditions of this Lease and promptly pay all Tenant Payments as they fall due, the Security Deposit shall be returned in full to Tenant within twenty (20) days following the date of the expiration or termination of the Term and the surrender of the Demised Premises by Tenant in compliance with the provisions of this Lease, less any sum or sums retained by Landlord on account of loss or damage to real or personal property. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without the written consent of Landlord and any such act on the part of Tenant shall be without force or effect and shall not be binding upon Landlord.

9.3. In the event any bankruptcy, insolvency, reorganization or other creditor-debtor proceedings shall be instituted by its successors or assigns, or any Guarantor of Tenant hereunder, the Security Deposit shall be deemed to be applied first to the payment of any Tenant Payments due Landlord for all periods prior to the institution of such proceedings and the balance, if any, of the Security Deposit may be retained by Landlord in partial liquidation of Landlord's damages.

9.4. Landlord may deliver the Security Deposit to any purchaser, grantee, assignee or successor of Landlord's interest in the Demised Premises in the event such interest is sold, transferred or conveyed; and thereupon, Landlord shall be discharged and released from all further liability with respect to the Security Deposit or its return to Tenant, and Tenant agrees to look solely to the new Landlord for the return of the Security Deposit, and this provision shall also apply to any subsequent transferees. No holder of a mortgage to which this Lease is or may be subordinate, and in the event of the foreclosure of any such mortgage no purchaser at a foreclosure sale, or their successors, shall be responsible to Tenant for the return of the Security Deposit, unless such mortgagee, holder or purchaser, shall have actually received the Security Deposit.

10. DEMISED PREMISES.

10.1. The Demised Premises constitute a part of the center (the "Center") either erected or to be erected, which Center and the Demised Premises are more particularly shown on Exhibit "A" attached hereto and made a part hereof. The boundaries of the Demised Premises are the interior unfinished surface of the roof, and the interior unfinished surface of the floor, the Center of interior walls and the unfinished outside surface of exterior walls. Tenant acknowledges and agrees that Landlord shall deliver the Demised Premises, including all equipment, fixtures and facilities thereof, to Tenant in its "As-Is" condition on the Commencement Date, and Landlord shall have no obligation to conduct any improvements, refurbishments, or modifications to the Demised premises as a condition of or pursuant

to this Lease. Tenant's right to the use of the Demised Premises shall be subject to the rights of Landlord to install, maintain, repair and replace pipes, duct work, conduits, utility lines and wires through hung ceiling space, column space and partitions in or beneath the floor slab or above or below the Demised Premises and serving the Demised Premises or other parts of the Center. The approximate location and boundaries of the Demised Premises are outlined on a Site Plan of the Center which is attached hereto as Exhibit "A." Exhibit "A" sets forth the general layout of the Center but shall not be deemed to be a warranty, representation or agreement on the part of Landlord that the Center is or will be exactly as indicated. Landlord reserves the right to modify all portions of the Center as depicted upon Exhibit "A," from time to time, including those portions considered Common Areas, subject to the limitations set forth in Paragraph 12 of this Lease. Tenant's right to use and occupancy of the Demised Premises during the Term shall include a nonexclusive license to use, in common with others, the Common Areas and facilities of the Center as hereinafter more fully set forth.

11. USE OF PREMISES.

11.1. Use of Trade Name. Tenant shall use the Demised Premises solely for the purpose specified in Paragraph 1.8, and shall not use or permit the Demised Premises to be used for any other purpose without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. Tenant shall operate the Demised Premises solely under the trade name Specified in Paragraph 1.2, or a trade name approved by Landlord in writing, which approval will not be unreasonably withheld. Tenant shall, at its expense, procure any and all governmental licenses and permits, including without limitation, sign permits, required for the conduct of Tenant's business on the Demised Premises and shall, at all times, comply with the requirements of each such license and permit. Landlord does not represent or warrant that it will obtain for Tenant, or that Tenant will be able to obtain, any license or permit.

11.2. Opening and Operational Requirements. Unless otherwise required or approved by Landlord, Tenant agrees to and shall open the Demised Premises for business to the public no later than August 1, 2001. Thereafter, throughout the Term, unless Landlord agrees to the contrary, Tenant agrees that it

11.2.1. will continuously, prudently and vigorously operate and conduct its business within the Demised Premises in accordance with the terms and conditions of this Lease, and in connection therewith, will employ during all business hours in which the Demised Premises is open for business an adequate employee staff, to assure as much as possible the successful operation of Tenant's business;

11.2.2. will keep the Demised Premises open for business during all days and hours as may be required by the School Board of Palm Beach County or other governmental entity having jurisdiction or regulatory authority over Tenant;

11.2.3. will not use or permit the use of any apparatus for sound reproduction or transmission or of any musical instrument in such manner that the sounds so reproduced, transmitted or produced will be audible beyond the interior of the Demised Premises; will not utilize an advertising medium within the Center which can be seen, heard or experienced outside the Demised Premises, including, but not limited to, flashing lights, searchlights, loudspeakers, phonographs, radios or television; will not display, paint or cause to be displayed prominently, any handbills, bumper stickers or other advertising devices on any vehicle parked in the parking area of the Center, whether belonging to Tenant, or to Tenant's agents or employees, or to any other person; will not distribute, or cause to be distributed, in the Center, any handbills or other advertising devices; and will not conduct or permit any activities that might constitute a nuisance or unreasonable source of annoyance to other tenants of the Center or their customers;

11.2.4. will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Demised Premises, will provide sound barriers for Tenant's roof-top HVAC system to the extent required by any environmental or other law, rule, regulation, guideline or order; will not cause or permit strong, unusual, offensive or objectionable noise, odors, fumes, dust or vapors to emanate or be dispelled from the Demised Premises nor burn trash or store or permit accumulations of any trash, garbage, rubbish or other refuse outside of the Demised Premises except in compactors or other receptacles provided by Landlord;

11.2.5 will not allow loitering in the Common Areas, nor the parking or temporary placement of vehicles within the Common Areas in such a manner which may unreasonably interfere with the use of the Common Areas;

11.2.6. will not paint or decorate any part of the exterior of the Demised Premises, or change the architectural treatment thereof, without first obtaining Landlord's written approval of such painting or decoration, and will remove promptly upon order of Landlord any paint or any such decoration which has been applied to or instilled upon the exterior of the Demised Premises without Landlord's prior written approval, or take such other action with reference thereto as Landlord may direct;

11.2.7. will keep the inside and outside of all glass in the doors and windows of the Demised Premises clean and will replace any glass broken with glass of the same kind, size and quality; will maintain the Demised Premises at its own expense in a clean, orderly and sanitary condition and free of unreasonable odors, insects, rodents, vermin, and other pests; will not burn or permit undue accumulation of garbage, trash, rubbish and other refuse, and will remove the same from the Demised Premises to compactors or other receptacles approved by Landlord, and will keep such refuse in proper containers on the interior of the Demised Premises until so removed from the Demised Premises;

11.2.8. will comply with all applicable governmental laws, rules, regulations, orders and guidelines, and all recommendations of any public or private agency having authority over insurance rates with respect to the use or occupancy of the Demised Premises by Tenant; will not use or permit the use of any portion of the

Demised Premises for any unlawful purpose, and will conduct its business in the Demised Premises in all respects in a dignified manner and in accordance with high standards of operations;

11.2.9. will not place or suffer to be placed or maintain on the Center or in the Demised premises, including but not limited to any window or door of the Demised premises, any sign, advertising or promotional matter, or descriptive material, including, but not limited to, such as are made of paper or cardboard, unless same is approved by Landlord in writing and Tenant will maintain each and every approved sign, advertising matter, promotional material, or descriptive material in good condition and repair at all times, Landlord reserving the right to do so at Tenant's expense if Tenant fails to do so as soon as practicable and in any event within five (5) days after written notice from Landlord;

11.2.10. will not permit the use of any portion of the Demised Premises for solicitations, demonstrations or any activities inconsistent with reasonable standards of good Center practice;

11.2.11. will not use, or permit to be used, the malls or sidewalks adjacent to the Demised Premises, or any other space outside of the Demised Premises for any other business, occupation or undertaking;

11.2.12. will comply with all statutes, ordinances, rules and regulations of all controlling governmental authorities relating to the storage and disposal of hazardous waste, and will indemnify and hold Landlord harmless from any liabilities that may be incurred by Landlord as a result of Tenant's failure to comply with same; and

11.2.13. will comply with and observe all Rules and Regulations established by Landlord from time to time. Landlord will provide Tenant with notice of any change or additions to the Rules and Regulations.

12. COMMON AREAS.

12.1. Common Areas (as initially constructed or as the same may at any time thereafter be enlarged or reduced) shall mean all areas, spaces, facilities, equipment, signs and special services from time to time made available by Landlord for the common and joint use and benefit of Landlord, Tenant and other tenants and occupants of the Center, and their respective employees, agents, subtenants, licensees, customers and invitees, which may include (but shall not be deemed a representation as to their availability) any enclosed or exterior mall, parking areas and facilities, sidewalks, stairways, escalators, elevators, service corridors, truckways, ramps, loading docks, delivery areas, landscaped areas, package pickup stations, public restrooms and comfort stations, access and interior roads, retaining walls, bus stops, and lighting facilities.

12.2. Use of Common Areas. Tenant and its employees and invitees are, except as otherwise specifically provided in this Lease, authorized and privileged during the Term to use the Common Areas for their respective intended purposes in common with other persons. Landlord shall at all times have the right to utilize the Common Areas for promotions, exhibits, outdoor shows, displays, automobile and other product shows, the leasing of kiosks and food facilities, landscaping, decorative items, and any other use which, in Landlord's judgment, tends to attract customers to, or benefit the customers or tenants of the Center.

12.3. Changes by Landlord. Tenant agrees that Landlord shall at all times have the right and privilege of determining the nature and extent of the Common Areas, whether the same shall be surface, underground or multipledeck, and of making such changes, rearrangements, additions or reductions therein and thereto from time to time which in Landlord's opinion are deemed to be desirable and for the best interests of a significant number of the persons using the Common Areas or which are made as a result of any federal, state or local law, rule, regulation, guideline or order, including but not limited to, the location, relocation, enlargement, reduction or addition of accommodations for access to the Center by public transportation, driveways, malls, entrances, exits, automobile parking spaces, employee and customer parking areas, the direction and flow of traffic, installation of prohibited areas, landscaped areas, lighting facilities, and any and all other facilities of the Common Areas. Landlord (or others entitled to) may from time to time make, anywhere within the Center, alterations, reductions, or additions to the Common Areas or buildings in the Center or any lands added thereto, construct additional buildings or improvements on the Common Areas or elsewhere and make alterations thereto, build additional stories on any buildings, construct multi-level or elevated parking facilities, and construct roofs, walls, and any other improvements over, or in connection with any part of, or all of, any mall areas in order to enclose same. With regard to any deletions, changes or additions to the Common Areas not necessitated by law or by requirement of governmental or quasi-governmental authorities, such deletions, changes or additions, once completed, shall not unreasonably interfere with Tenant's use of the Demised Premises for its Permitted Uses hereunder.

12.4. Landlord's Maintenance and Control. Landlord agrees to maintain and operate, or cause to be maintained and operated, the Common Areas. Landlord shall, as between Landlord and Tenant, at all times during the Term have the sole and exclusive control, management and direction of the Common Areas, and may at any time and from time to time during the Term exclude and restrain any person from use or occupancy thereof, excepting, however, Tenant and other tenants of Landlord and bona fide invitees of either who make use of said areas for their intended purposes and in accordance with the Rules and Regulations established by Landlord from time to time with respect thereto. The rights of Tenant in and to the Common Areas shall at all times be subject to the rights of others to use the same in common with Tenant, and it shall be the duty of Tenant to keep all of said areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operations. Landlord may at any time and from time to time close all or any portion of the Common Areas to make repairs or changes or to such extent as may, in the opinion of Landlord, be necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein, close temporarily any or all portions of the said areas to discourage non-customer parking, and do and perform such other acts in and to said areas as, in the exercise of good business judgment, Landlord shall determine to be advisable with a view to the Improvement of the convenience and use thereof.

12.5. Employee Parking. Upon written notice to Tenant, Landlord may from time to time designate a particular parking area or areas to be used by its tenants. If it does so, Tenant and its employees shall park their vehicles only in those portions of the parking area designated for that purpose by Landlord, and if Tenant or Its

employees park their vehicles in any other parking areas of the Center, Landlord shall have the right to tow such vehicles at the expense of Tenant. Tenant shall notify each of its employees of the provisions of this paragraph and of any parking areas designated by Landlord which such employees are required to park in, prior to their commencing any employment connected with the Demised Premises or immediately after Landlord designates any particular parking area to be used by its tenants pursuant to this paragraph.

13. RIGHTS RESERVED TO LANDLORD. Landlord reserves the following rights with respect to the Demised Premises and the Center:

13.1. Upon sixty (60) days notice to Tenant, to change the name or street address of the Center without liability to Tenant.

13.2. To decorate, remodel, repair, alter or otherwise prepare the Demised Premises for reoccupancy during the Term if Tenant vacates or abandons the Demised Premises.

13.3. To grant to anyone the exclusive right to conduct any particular business or undertaking in the Center, so long as any such exclusive right does not prohibit the Permitted Use set forth in Paragraph 1.9.

13.4. Upon notice to Tenant (except in situations of emergency where no notice shall be required), to enter the Demised Premises for inspections, repairs, alterations or additions to the Demised Premises, or when such entry is required in connection with the inspection, repair, alteration or addition to other portions of the Center.

13.5. Upon notice to Tenant, to exhibit the Demised Premises to others.

13.6. To display "For Rent" signs during the ninety (90) day period prior to the expiration of the Term.

13.7. To enter upon the Demised Premises with prior verbal or written notice to Tenant (except in case of an emergency) for any purpose whatsoever related to the safety, protection, preservation or improvement of the Demised Premises or the building of which same is part or the Center, without being deemed guilty of an eviction or disturbance of Tenant's use and possession and without being liable in any manner to Tenant.

13.8. To promulgate Rules and Regulations from time to time, which Rules and Regulations Tenant agrees it will be bound to and will comply with upon notice of same by Landlord to Tenant specifying the Effective Date thereof.

14. RULES AND REGULATIONS. Tenant agrees that at the sole discretion of Landlord, reasonable Rules and Regulations regarding the use, operation and maintenance of the various Demised Premises and the various Demised Premises and Common Areas within the Center, may be established or amended by Landlord, and Tenant covenants to abide by all such Rules and Regulations that shall be now or hereafter in effect from time to time. The initial Rules and Regulations promulgated by Landlord are those contained in Exhibit "B" attached hereto and made a part hereof, and upon the establishment of new Rules and Regulations and/or the amendment to existing Rules and Regulations, written notice of same and the Effective Date thereof shall be provided by Landlord to Tenant. Nothing in this Lease contained shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other Lease, as against any other tenant and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

15. SIGNS, AWNINGS AND CANOPIES. The location, type, size and construction of any sign, awning or canopy shall all times be subject to the approval of Landlord, and must comply with all applicable governmental requirements and any covenants or restrictions affecting the Center. Tenant shall maintain the foregoing in good condition and repair at all times. Tenant will not have the right to install a sign on any pylon or common sign for the Center, unless Landlord consents to such installation in writing, which consent may be granted or withheld at Landlord's sole discretion. Any sign, awning or canopy shall be removed by Tenant upon the termination of this Lease, and if the removal of any sign, awning or canopy causes any damage to the Demised Premises or to any portion of the Center, Tenant agrees to either repair such damage or to compensate Landlord for same. If Tenant fails to remove any sign, awning or canopy upon the termination of this Lease, then such sign, awning or canopy shall become the property of Landlord, and Tenant shall pay for the cost of removing same, and any damage caused thereby, upon written demand by Landlord.

16. REPAIRS AND ALTERATIONS OF DEMISED PREMISES.

16.1. Landlord's Obligations. Subject to the provisions of those paragraphs dealing with destruction, Landlord shall not be required to make any repairs of any kind or nature to the Demised Premises, except for necessary repairs to the slab floor (but not any floor covering) and structural roof or ceiling thereof (but not any hung or decorative ceiling or light fixtures), and structural repairs to the building of which the Demised Premises forms a part, unless the necessity for any of such repairs to the slab floor, roof or structure shall have been occasioned by any act, omission or negligence of Tenant, or any Subtenant, or licensee of Tenant, or their respective employees, agents, customers, invitees or contractors, or is otherwise caused by Tenant, in which event Tenant agrees to forthwith make any such repairs, at Tenant's cost and expense. In any event, Landlord will not be required to make any repair unless and until a reasonable time after Tenant gives Landlord written notice of the necessity for the repair. Landlord will use reasonable efforts to effect any such repair in an efficient and timely manner upon receipt of all required permits and approvals in connection therewith.

16.2. Tenant's Obligations. Subject to the provision of those paragraphs dealing with destruction and condemnation and the preceding subparagraph, Tenant agrees, at Tenant's own cost and expense, to keep and maintain the Demised Premises and each and every part thereof in good order and condition and to make all repairs thereto, and to the fixtures and equipment therein and the appurtenances thereto, including, without limiting the generality of the foregoing, the entrance, the windows and window frames; doors and door frames; floor coverings, interior walls, ceilings, columns and partitions, storm shutters; security grills or similar enclosures; all of Tenant's signs; and the lighting, electrical, plumbing, sewage, sprinkler and alarm systems, equipment, fixtures and facilities serving the Demised Premises (including such as are installed or located outside of the Demised Premises and which

exclusively serve the Demised Premises). Tenant shall initiate and carry out a program of regular maintenance and repair of the Demised Premises, including the painting or decorating of all areas of the interior and the storefront, so as to impede, to the extent possible, deterioration by ordinary wear and tear and to keep the Demised Premises in a first class, clean, neat and attractive condition, and at least once every five (5) years Tenant shall be required to completely redecorate the Demised Premises, including repainting and replacing all floor and wall coverings. In addition, Tenant will be responsible for maintaining the air conditioning and heating systems and equipment serving the Demised Premises in good condition at all times, and to make any repairs or replacements to such air conditioning and heating systems and equipment. Tenant shall maintain at its expense throughout the Term, a maintenance contract for the air conditioning and heating system and equipment serving the Demised Premises with a contractor approved in writing by Landlord or selected from a list of contractors provided by Landlord, which maintenance contract shall provide, at a minimum, for quarterly maintenance services including, but not limited to: cleaning condensate drains, treating drains with algicide; lubricating motors and blowers; inspecting wiring, controls, belts and pulleys, and replacing or repairing same as necessary; checking for refrigeration leaks and correcting same; and checking overall equipment operation; and shall also provide for replacing filters at least four (4) times per year or more frequently as may be needed. Tenant shall give Landlord a copy of the maintenance contract as requested by Landlord, and in any event Tenant shall give Landlord a copy of the maintenance contract or prior to occupancy, and shall give Landlord a copy of a new maintenance contract or written evidence of the renewal or extension of the maintenance contract not less than thirty (30) days prior to the expiration of same. Tenant shall give Landlord copies of all inspection reports for the air conditioning and heating systems within (10) days after receipt of same by Tenant. All repairs to the air conditioning and heating systems and equipment serving the Demised Premises which are not covered by any such maintenance contracts shall be the responsibility of Tenant. Tenant's responsibilities hereunder include any repairs as are required by any governmental agency having jurisdiction thereof whether the same is ordinary or extraordinary, foreseen or unforeseen, or which may be required to comply with the laws, ordinances, rules or regulations of any controlling governmental authority, or which Landlord may deem reasonably necessary or desirable to prevent waste or deterioration in connection with the Demised Premises.

16.3 Landlord's Approval for Repairs. Tenant agrees to make no repairs which would materially alter the Demised Premises, or the appearance thereof from that previously approved by Landlord, nor to install any additional equipment therein (other than trade fixtures removable without material damage to the Demised Premises) without, in each instance, obtaining the Landlord's prior written approval. As a condition to Landlord granting its approval, Landlord may require Tenant to supply Landlord with plans and specifications for such repairs and in that event the repairs shall be made in accordance with the plans and specifications approved by Landlord. All repairs shall be performed in a workmanlike manner and in compliance with all controlling laws, ordinances, orders, rules, regulations and other requirements of all controlling government authorities and, where applicable, Tenant shall be required to obtain all necessary governmental permits and authorizations prior to commencing any repairs.

16.4. Definition of Repairs. "Repairs," as used in this paragraph, shall mean all repairs, replacements, renewals, alterations, additions, improvements and betterments.

16.5. Tenant's Failure to Repair. If Tenant shall fail, refuse or neglect to make repairs in accordance with the terms and provisions of this Lease, or if Landlord is required to make any repairs by reason of any act, omission or negligence of Tenant, or a subtenant, or licensee of Tenant, or their respective employees, agents, customers, invitees or contractors, Landlord shall have the right at its option, to make such repairs on behalf of and for the account of Tenant and to enter upon the Demised Premises for such purposes, and add the cost and expense thereof to the next Tenant Payment due Landlord and Tenant agrees to pay such amount as an additional Tenant Payment hereunder with any applicable sales tax; but nothing contained in this paragraph shall be deemed to impose any duty upon Landlord, or affect in any manner the obligations assumed by Tenant hereunder, or constitute a waiver on the part of Landlord of Tenant's default in failing to make the repair.

17. INSURANCE

17.1. Tenant's Insurance. Tenant agrees to secure and keep in force from and after the date Landlord shall deliver possession of the Demised Premises to Tenant and throughout the Term, at Tenant's own cost and expense:

17.1.1. Comprehensive general liability insurance with a single combined limit, including any umbrella or excess commercial policy, of not less than Five Million Dollars (\$5,000,000.00), or such additional amount as may be reasonably required by Landlord from time to time based upon Tenant's liability claims history and amounts of general liability insurance customarily being carried by businesses similar to Tenant, which shall include insurance for personal injury, death or property damage occurring upon, in or about the Demised Premises, including water damage and sprinkler leakage legal liability if sprinklers are installed within the Demised Premises.

17.1.2. Tenant Leasehold improvement and property insurance covering all the items included in Tenant's Work, Tenant's Leasehold improvements, the heating and air conditioning equipment serving the Demised Premises, and all trade fixtures, furniture, decorations, equipment, inventory, merchandise and personal property from time to time in, on or upon the Demised Premises, and alterations, additions or changes made by Tenant, in an amount not less than one hundred (100%) percent of their replacement cost from time to time during the Term, providing protection against perils included within a standard Florida form of fire and extended coverage insurance policy, together with insurance against sprinkler damage (if sprinklers are installed), vandalism, theft, and malicious mischief. Any policy proceeds from such insurance shall be held in trust by Tenant's insurance company for the repair, restoration, reconstruction or replacement of the property damaged or destroyed unless this Lease shall cease and terminate as hereinafter provided. During the performance of Tenant's Work such insurance shall include builder's risk insurance where appropriate.

17.1.3. Plate glass insurance covering all plate glass in the Demised Premises.

17.1.4. Workmen's Compensation insurance in the maximum amounts required by law.

17.2. Tenant's Insurance Special Requirements. All policies of insurance provided for in Paragraph

17.1 shall be issued in form and by an insurance company acceptable to Landlord and qualified to do business in the State of Florida. Each and every such policy:

17.2.1. shall be issued in the names of Landlord and its agents and managers, Tenant, any mortgagee of the Center, and any other parties in interest from time to time designated in writing by notice from Landlord to Tenant, all as additional insureds;

17.2.2. shall be for the mutual and joint benefit and protection of Landlord and Tenant and any such other parties in interest;

17.2.3. shall (or a certificate thereof shall) be delivered to Landlord and any such other party in interest upon or before delivery of possession of the Premises to Tenant and thereafter within thirty (30) days prior to the expiration of each such policy, and, as often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent;

17.2.4. shall contain a provision that the insurer will give to Landlord and such other parties in interest at least thirty (30) days notice in writing in advance of any cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance;

17.2.5. shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry; and

17.2.6. shall contain a provision that Landlord and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Tenant.

17.3. Tenant's Insurance Blanket Policies. Any insurance provided for in Paragraph 17.1 may be maintained by means of a policy or policies of blanket insurance, covering additional items or locations or insureds, provided, however, that: (i) Landlord and such other parties in interest from time to time designated by Landlord to Tenant shall be named as additional insureds thereunder as its interest may appear, (ii) the coverage afforded Landlord and any such other parties in interest will not be reduced or diminished by reason of the use of such blanket policy of insurance; (iii) any such policy or policies (except any covering the risks referred to in Paragraph 17.1.1) shall specify therein (or Tenant shall furnish Landlord with a written statement from the insurers under such policy specifying) the amount of the total insurance allocated to the Tenant's improvements and property more specifically detailed in Paragraph 16.1.2, and (iv) the requirements set forth in this Paragraph 17 are otherwise satisfied.

17.4. Tenant's Insurance Inspection of Policies by Landlord. Tenant agrees to permit Landlord at all reasonable times to inspect the policies of insurance of Tenant with respect to the Demised Premises for which policies or copies thereof are not delivered to Landlord.

17.5 Landlord's Insurance.

17.5.1. Public Liability and Property Damage. Landlord shall maintain comprehensive general liability insurance with a single combined limit, including any umbrella or excess commercial policy of not less than One Million (\$1,000,000.00) Dollars, which shall include insurance for personal injury, death or property damage occurring upon, in or about the Center.

17.5.2. Real and Personal Property of Landlord. Landlord shall maintain insurance covering the Center (excluding any Tenant improvements and/or property required to be insured by any Tenant of the Center pursuant to Paragraph 17.1.2, or any similar provision in any Lease in the Center). Providing protection against perils included within the standard Florida form of fire and extended coverage insurance policy, together with insurance against sprinkler damage (if sprinkler systems are installed), vandalism and malicious mischief, and such other risks as Landlord may from time to time determine.

17.5.3. Rent Insurance. Landlord may carry rent loss insurance with respect to all tenants in the Center against loss of Tenant Payments in an aggregate amount equal to not more than twenty-four (24) times the sum of the average monthly amount estimated from time to time by Landlord to be payable by such tenants as Tenant Payments pursuant to the Leases of such tenants in the Center.

17.5.4. Other Insurance. Landlord may carry such other insurance as it deems reasonably necessary or desirable to protect it against loss with respect to the Center or to protect it against claims which may arise out of the operation of the Center.

17.5.5. Any such insurance may be maintained by means of a policy or policies of blanket insurance, covering additional items or locations or insureds.

17.5.6. Tenant shall have no rights in any policy or policies maintained by Landlord and shall not, by reason of Payment by Tenant, as part of the Common Expense Contribution, of its pro rata share of the Landlord's premium for such insurance, nor be entitled to be a named insured thereunder.

17.6. Tenant's Liability for Acts Affecting Landlord's Insurance. Tenant shall not stock, use, sell or permit to be stocked, used or sold any article or do anything in or about the Demised Premises which may be prohibited by or violate any of Landlord's insurance policies or Rules and Regulations of the Fire Insurance Rating Organization having jurisdiction or any similar body, or which will increase any insurance rates and premiums on the Demised Premises, the building of which it forms a part and/or any other buildings or improvements in the Center. If as a result of same the insurance rates applicable to any policies of insurance carried by Landlord covering the Center property or the rental income to be derived therefrom shall be increased, Tenant agrees to pay Landlord within ten (10) days after Landlord's written demand therefor, as an additional Tenant Payment hereunder, the entire portion

of the premiums for said insurance which shall be attributable to such higher rates. If any such insurance carried by Landlord shall be canceled by the insurance carrier, or if any claim for loss or damage is denied by Landlord's insurance carrier, as a result of any of the aforementioned acts or omissions of Tenant or anyone claiming by, through or under Tenant, Tenant agrees to indemnify and hold Landlord harmless from all damages, costs and Expenses which Landlord may sustain by reason thereof.

18. DESTRUCTION. If the Demised Premises or any portion of the Center shall be damaged or destroyed by fire or other casualty insured under Landlord's insurance policies, then upon Landlord's receipt of the insurance proceeds, Landlord shall, except as otherwise provided herein, repair and restore the same (exclusive of Tenant's improvements, fixtures, furnishings, decorations, equipment, merchandise, inventory, supplies and other personal property and contents) to substantially the same condition thereof existing immediately prior to such damage or destruction, limited, however to the extent of the insurance proceeds received by Landlord therefor. If by reason of such occurrence:

18.1. The Demised Premises is rendered wholly untenable, or

18.2. The Demised Premises is damaged in whole or in part as a result of a risk which is not covered by Landlord's insurance policies; or

18.3. The Demised Premises is damaged in whole or in part during the last two (2) years of the Term; or

18.4. The building of which the Demised Premises forms a part is damaged (whether or not the Demised Premises is damaged) to such extent equal to fifty (50%) percent or more of the then replacement value thereof, or to such extent that fifty (50%) percent or more of the Gross Leasable Area within the Center is rendered wholly untenable; or

18.5. Said building or the Common Areas of the Center are damaged (whether or not the Demised Premises is damaged) to such an extent that the Center cannot in the sole but reasonable judgment of Landlord be operated as an integral unit;

then or in any such events, Landlord may elect either to repair the damage as aforesaid, or to terminate this Lease by written notice of termination to Tenant within ninety (90) days after the date of such occurrence, and thereupon this Lease shall cease and terminate with the same force and effect as though the date of Landlord's notice was the date herein fixed for the termination of this Lease and Tenant shall vacate and surrender the Demised Premises to Landlord. Upon the termination of this Lease as aforesaid, Tenant's liability for all Tenant Payments reserved hereunder shall cease as of the effective date of the termination of this Lease, subject, however, to the provisions for the prior abatement hereinafter set forth. Unless this Lease is terminated by Landlord as aforesaid, this Lease shall remain in full force and effect and the parties waive the provisions of any law to the contrary, and within fifteen (15) days after Landlord has substantially repaired or reconstructed the Demised Premises Tenant shall commence and thereafter diligently proceed as soon as practicable to repair, restore or replace Tenant's improvements, fixtures, furnishings, decorations, equipment, merchandise, inventory, supplies, and other personal property and contents in the Demised Premises in a manner and to at least a condition equal to that existing prior to the damage or destruction and at the option of Landlord the proceeds of all insurance carried by Tenant on said property shall be held in trust by a bank or other corporate trustee selected by Landlord for the purposes of such repair, restoration or replacement.

If by reason of fire or other casualty the Demised Premises is rendered wholly untenable, the Tenant Payments shall be fully abated from and after such casualty, or if only partially damaged shall be abated proportionately as to that portion of the Demised Premises rendered untenable (unless Landlord shall elect to terminate this Lease, as aforesaid), until notice by Landlord to Tenant that the Demised Premises have been substantially repaired and restored or until Tenant's business operations are restored in the Demised Premises, whichever shall first occur. Tenant shall continue the operation business in the Demised Premises or any part thereof not so damaged during any such period to the extent reasonably practicable from the standpoint of prudent business management and, except for such abatement of the Tenant Payments, as hereinabove set forth, nothing herein contained shall be construed to abate any other obligations of Tenant hereunder. If such damage or other casualty shall be caused by the negligence of Tenant or of Tenant's subtenant, licensees, contractors or invitees or their respective agent or employees, there shall be no abatement of Tenant Payments. Except for the abatement of the Tenant Payments hereinabove set forth, Tenant shall not be entitled to and hereby waives all claims against Landlord for any compensation or damage for loss of use of the whole or any part of the Demised Premises and/or for any inconvenience or annoyance occasioned by such damage, destruction, repair or restoration. The provisions of any statute or other law which may be in effect at the time of the occurrence of any such damage or destruction, under which a Lease is automatically terminated or a Tenant is given the right to terminate a Lease upon the occurrence of any such damage or destruction, are hereby expressly waived by Tenant.

19. CONDEMNATION

19.1. Total. If the whole of the Demised Premises or such part thereof as will render the remainder untenable shall be acquired or taken by eminent domain for any public or quasi-public use or by private purchase in lieu thereof, then this Lease and the Term hereof shall automatically cease and terminate as of the date Landlord's title to the Demised Premises is finally divested pursuant to such proceedings.

19.2. Partial. If any part of the Demised Premises shall be so taken and such partial taking shall render that portion not so taken unsuitable for the purposes for which the Demised Premises are Leased, then Landlord and Tenant shall each have the right to terminate this Lease by written notice given to the other within sixty (60) days after the date Landlord's title to the Demised Premises is finally divested pursuant to such proceeding. If any part of the Demised Premises shall be so taken and this Lease shall not be terminated, as aforesaid, then this Lease and all of the terms and provisions hereof shall continue in full force and effect, except that future Tenant Payments shall be reduced in the same proportion that the Gross Leasable Area of the Demised Premises taken bears to the original Gross Leasable Area demised, and Landlord shall, upon receipt of the award for such taking, make all necessary

repairs or alterations (exclusive of Tenant's improvements, fixtures, furnishings, decorations, equipment, merchandise, inventory, supplies and other personal property and contents) to restore the portion of the Demised Premises remaining to as near its former condition as the circumstances will permit, and to the building of which the Demised Premises forms a part to the extent necessary to constitute the portion of the building not so taken a complete architectural unit; provided, however, that Landlord, in any event, shall not be required to spend for such repair and alteration Work an amount in excess of the respective amount received by Landlord as damages for the taking of such part of the Demised Premises and of the building of which it forms a part, and within fifteen (15) days thereafter Tenant, at Tenant's expense, shall commence and thereafter diligently proceed as soon as practicable to complete all necessary repairs and alterations to Tenant's improvements, fixtures, furnishings, decorations, equipment, merchandise, inventory, supplies and other personal property and contents.

19.3. As used herein, the amount received by Landlord shall mean that portion of the award in condemnation or eminent domain proceedings received by Landlord from the condemning or taking authority which is free and clear of all prior claims or collections by the holders of any mortgages or deeds of trust or any ground or underlying lessors.

19.4. If more than twenty (20%) percent of the Gross Leasable Area of the building of which the Demised Premises forms a part or of the Center shall be taken as aforesaid, Landlord shall have the right, by written notice given to Tenant, to terminate this Lease, such termination to be effective as of the date Landlord's title is finally divested pursuant to such proceedings. If so much of the Center shall be taken so as to render the continued business operation in the Demised Premises impossible, then either party will have the right to terminate this Lease by written notice to the other, such termination to be effective as of the date Landlord's title to such part of the Center is finally divested pursuant to such proceedings.

19.5. If this Lease is terminated as provided in this Paragraph, all Tenant Payments shall be paid by Tenant up to the date that possession is to be taken by public authority and Landlord shall make an equitable refund of any Tenant Payments paid by Tenant in advance and not yet earned.

19.6. Award. All damages or compensation awarded or paid for any such taking, whether for the whole or a part of the Demised Premises or any part of the land, buildings and improvements constituting the Center, shall belong to and be the property of Landlord without any participation by Tenant, whether such damages or compensation shall be awarded or paid for diminution in value of the fee or any interest of Landlord in the Center, or in the Leasehold estate created hereby, and Tenant hereby expressly waives and relinquishes all claims to such award or compensation or any part thereof and of the right to participate in any such condemnation or eminent domain proceedings against the owners of any interest in the Center, provided, however, that nothing herein contained shall be construed to preclude Tenant from prosecuting any claim directly against the condemning or taking authority, but not against Landlord, for the value of or damages to and/or for the cost of removal of Tenant's movable trade fixtures and other personal property which under the terms of this Lease would remain Tenant's property upon the expiration of the Term, as may be recoverable by Tenant in Tenant's own right, provided further, that no such claim shall diminish or otherwise adversely affect Landlord's award. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of this paragraph.

20. HAZARDOUS MATERIALS. Tenant covenants and agrees with Landlord that throughout the Term of this Lease: (i) all hazardous or toxic waste or hazardous substances (as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended, the Resources Conservation and Recovery Act of 1986, as amended, or any successor or similar law or any applicable state or local law) hereafter referred to as "Hazardous Waste" which may legally be used by any person for any purpose upon the Demised Premises shall be used or stored thereon only in a safe and approved manner in accordance with all industry standards and all laws, regulations and requirements for such storage promulgated by any applicable governmental agency or authority; (ii) other than as described in (i) above, the Demised Premises will not be used for the purpose of storing, locating or maintaining such substances; and (iii) other than as described in (i) above, no such storage or use will otherwise be allowed on the Demised Premises which will cause, or which will increase the likelihood of causing, the release of such Hazardous Waste on to the Demised Premises.

Tenant hereby agrees to indemnify and save and hold Landlord harmless of and from any loss, costs (including without limitation all costs of testing, clean-up and remediation), fees (including without limitation reasonable attorneys' fees), liability and damage whatsoever incurred by Landlord arising out of or by reason of any violation of any applicable statute or regulations regarding Hazardous Waste or for the protection of the environment which occurs upon the Demised Premises, or by reason of the imposition of any governmental charge, penalty or lien for the recovery of environmental clean-up costs expended by reason of such violation; provided that, to the extent that Landlord is strictly liable under any such statute or regulation, Tenant's obligation to Landlord under this indemnity shall likewise be without regard to fault on the part of Tenant with respect to violation of law which results in liability to Landlord. In the event of a violation of the covenants and agreements of Tenant under this Paragraph Landlord may, at its sole discretion, take such actions and expend such monies on Tenant's behalf as may be necessary in the discretion of Landlord to correct such violation and to rectify and remediate all adverse consequences of such violation. In the event Landlord elects to expend monies to correct such violation, such monies shall be repayable to Landlord by Tenant upon demand, as a Tenant Payment under this Lease, provided, however, that nothing contained in this Paragraph shall impose any obligation upon the Landlord to make any payment on behalf of the Tenant or require Landlord to incur any expense or take any action hereunder. Any such action taken by Landlord shall not constitute a waiver of any claim that Landlord has at law or in equity for loss incurred by Landlord as a result of such violation. The obligations of Tenant under this Paragraph shall survive the expiration or earlier termination of this Lease.

21. CONSTRUCTION LIENS. If any construction lien or mechanic's lien is recorded against the Demised Premises or against Tenant's Leasehold interest in the Demised Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant, Tenant shall, within ten (10) days after notice of the filing thereof, cause such lien to be discharged of record by payment, deposit, bond, order of a court of competent

jurisdiction, or otherwise. Tenant shall have the right to contest the validity of any lien or claim provided Tenant shall first have posted a bond to insure that upon final determination of the validity of such lien or claim, Tenant will pay any judgment rendered against it with all proper costs and charges, and will have such lien released without cost to Landlord. In any event, Landlord's interest in the Demised Premises shall not be subject to any lien arising out of any work, labor, services or materials supplied or claimed to have been supplied to or for Tenant.

22. DEFAULT.

22.1. Events of Default. The following shall constitute a default on the part of Tenant:

22.1.1. The failure of Tenant to pay and deliver to Landlord any Tenant Payment for which a due date is specifically provided for after same is due and within ten (10) days after written demand by Landlord, and if Landlord is required to make more than two such written demands within any consecutive twelve (12) month period, at the election of Landlord same shall also constitute a default on the part of Tenant.

22.1.2. The failure of Tenant to pay and deliver to Landlord any other Tenant Payment or monies owed to Landlord for which a due date is not specifically provided for within three (3) days after demand by Landlord.

22.1.3. The failure of Tenant to comply with any other provision of this Lease as soon as is reasonably practical, but in no event later than fifteen (15) days after written demand by Landlord, except that if any such failure is not capable of being cured within such seven (7) day period, and if within such seven (7) day period Tenant gives Landlord written notice of such fact specifying (i) why the failure cannot be cured within the seven (7) day period, (ii) the steps Tenant will take to cure the failure, and (iii) the time when the failure can be cured, Tenant shall be given a reasonable time to cure such failure so long as Tenant has timely commenced and thereafter diligently proceeds to completely cure such failure as soon as possible. In addition, if Landlord is required to make more than two such written demands for any similar failure, at the election of Landlord, same shall also constitute a default on the part of Tenant without the ability of Tenant to cure same.

22.1.4. If any voluntary or Involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against Tenant or any guarantor, or any voluntary or involuntary proceeding in any court shall be instituted to declare Tenant or any guarantor insolvent or unable to pay Tenant's or any guarantor's debts, and in the case of an involuntary petition or proceeding if same is not dismissed within thirty (30) days from the date it is filed, or if Tenant or any guarantor makes an assignment for the benefit of its creditors, or if a receiver is appointed for any property of Tenant or any guarantor, or if Tenant's Leasehold interest is levied upon under execution or is attached by process of law.

22.1.5. If Tenant vacates or abandons the Demised Premises.

22.2. Landlord's Remedies Upon Default.

22.2.1. In the event Tenant defaults under the terms and conditions of this Lease, as set forth above, Landlord, at its option, shall have the immediate right to enter and may remove all persons and property from the Demised Premises in accordance with law. Tenant's property may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, without Landlord becoming liable for any loss or damage which may be occasioned thereby. Upon default by Tenant hereunder, Landlord may either terminate this Lease or may, upon restoration of possession of the Demised Premises to Landlord from time to time without terminating this Lease, make such alterations, improvements and repairs to the Demised Premises as may be necessary in order to relet the Demised Premises, and may, but shall have no obligation to, relet the Demised Premises or any part thereof for such Term or Terms (which may be for a Term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, and upon each such reletting all monies received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than Tenant Payments due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys fees and costs of such alterations, improvements and repairs; third, to the payment of any Tenant Payments due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied towards the payment of future Tenant Payments due hereunder as the same may become due and payable hereunder. In no event shall Tenant have any right to any monies received by Landlord from any reletting other than to have such monies applied towards the indebtedness of Tenant to Landlord as aforesaid, and to the extent such monies exceed any indebtedness of Tenant, same shall be the sole property of Landlord. If such rentals and other monies received from such reletting during any month is less than the Tenant Payments to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. Landlord shall in no event be liable in any way whatsoever for failure to relet the Demised Premises and same shall not affect Tenant's liability for damages. No such entry or taking of possession of the Demised Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous default by written notice to Tenant. Should Landlord at any time terminate this Lease for any default, in addition to any other remedies it may have, it may recover from Tenant all damages incurred by reason of such breach, including the cost of recovering and reletting the Demised Premises as referred to above, reasonable attorneys fees and including the worth at the time of such termination of the excess, if any, of the amount of all Tenant Payments reserved in this Lease for the remainder of the Term, over the then reasonable rental value of the Demised Premises for the remainder of the Term, all of which amount shall be immediately due and payable from Tenant to Landlord, or Landlord may retain Tenant's Security Deposit as liquidated damages. In any event, this paragraph shall not be deemed to require Landlord to re-enter the Demised Premises upon default by Tenant, but Landlord may, at its option, do nothing with respect to the Demised Premises and hold Tenant responsible for all Tenant Payments due Landlord as and when same accrue, from time to time thereafter, or Landlord may accelerate any or all of the Minimum Rent installments remaining due throughout the Term, whereupon same shall become due and payable immediately. However, Landlord may, at its option, not pursue any of the remedies aforementioned and may avail itself of any other remedies available to Landlord as provided by law.

22.2.2. It is hereby expressly understood and agreed by and between the parties hereto, that Tenant herein shall not be entitled to any abatement or reduction of any Tenant Payment due Landlord in any eviction action or proceeding instituted by Landlord for non-payment of any Tenant Payment or in any eviction action or proceeding by reason of any breach of Tenant of any covenant contained in this Lease on its part to be performed.

22.3. Waiver of Trial by Jury. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant created hereby, Tenant's use or occupancy of the Demised Premises, and/or any claim for injury or damage.

22.4. Landlord's Self-Help. In the event Tenant fails to perform any of its obligations under this Lease in a manner reasonably satisfactory to Landlord, or in the event Tenant fails to pay for anything which, under the terms of this Lease Tenant is required to pay for, Landlord shall have the right, but not the obligation, upon giving Tenant at least three (3) days prior written notice of its election to do so (in the event of any emergency no prior notice shall be required) to perform such obligations on behalf of and for the account of Tenant and to take all such action to perform such obligations, or to pay for Tenant's obligations. In such event, Landlord's costs and expenses incurred in connection with performing or paying for any obligation of Tenant shall be paid by Tenant as an additional Tenant Payment forthwith upon written demand by Landlord, with interest from the date Landlord incurs such expense at the highest lawful rate. The payment by Landlord of any obligation of Tenant shall not constitute a release or waiver of Tenant therefrom.

22.5. Special Provisions Regarding Bankruptcy. In the event of an assignment by operation of law under the Federal Bankruptcy Code, or any state bankruptcy or insolvency law, or if Landlord elects not to terminate this Lease as hereinabove provided, the assignee at the request of Landlord as a condition to such assignment shall provide Landlord with adequate assurance of future performance of all of the terms, conditions and covenants of the Lease, which shall include, but shall not be limited to, assumption of all of the terms, covenants and conditions of this Lease by the assignee and the making by the assignee of the following express covenants to Landlord.

22.5.1. That the assignee has sufficient capital to pay all Tenant Payments and other charges due under this Lease for the entire Term; and

22.5.2. That the annual Percentage Rent due under this Lease will not decline from the highest annual Percentage Rent paid by Tenant prior to such bankruptcy or insolvency proceedings; and

22.5.3. That assumption of this Lease by the assignee will not cause Landlord to be in violation or breach of any provision in any other Lease, financing agreement or operating agreement relating to the Center; and

22.5.4. That such assignment and assumption by the assignee will not cause any change in the business conducted within the Demised Premises which would violate any provision of this Lease.

22.6. Landlord's Default. Except as otherwise provided in this Lease, Landlord shall be in default under this Lease if Landlord fails to perform any of its obligations hereunder and said failure continues for a period of thirty (30) days after written notice from Tenant to Landlord (unless such failure cannot reasonably be cured within thirty (30) days and in that event Landlord shall commence to cure said failure within the thirty (30) day period and thereafter diligently continue to cure the failure). Tenant shall not have the right of setoff by way of damages, recoupment, or counterclaim for any damages which Tenant may have sustained by reason of Landlord's failure to perform any of the Terms, covenants or conditions contained in this Lease on its part to be performed, except and to the extent Tenant has received a judgment against Landlord. If Landlord is in default under this Lease, and if Tenant has been notified of any mortgage encumbering the Center, then Tenant shall not have the right to terminate this Lease or to vacate the Demised Premises unless Tenant gives the holder of such mortgage written notice and an additional forty-five (45) days to cure Landlord's default. If Tenant receives a money judgment against Landlord arising out of Landlord's default, and if Landlord fails to pay such judgment, such judgment shall be satisfied only by set-off against the Tenant Payments due hereunder and/or out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Center as same may then be encumbered, and Landlord shall not be liable for any deficiency. In no event shall Tenant have the right to levy execution against any property of Landlord other than its interest in the Center.

23. LANDLORD'S LIEN FOR RENT. Tenant pledges and assigns unto Landlord all the improvements, furnishings, fixtures, equipment, merchandise and other personal property of Tenant, which may be brought or put on the Demised Premises, as security for the Payment of all Tenant Payments due Landlord herein, and agrees that Landlord's lien for such Payment may be enforced by distress, foreclosure or otherwise, at the option of Landlord, and the Tenant agrees that such lien is granted to and vested in said Landlord. In any distress for rent action filed by Landlord against Tenant, Tenant waives the requirement under Section 83.12, Florida Statutes, that Landlord file a bond payable to Tenant in at least double the sum demanded by Landlord, and Tenant agrees that no bond shall be required in any such action, and Tenant further waives the right under Section 83.14, Florida Statutes, to replevy distrained property.

24. NO WAIVER. The failure of Landlord to insist upon the strict performance of any provisions of this Lease, or the failure of Landlord to exercise any right, option or remedy hereby reserved shall not be construed as a waiver for the future of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof. The consent or approval by Landlord of any act by Tenant requiring Landlord's consent or approval shall not be construed to waive or render unnecessary the requirement for Landlord's consent or approval of any subsequent similar act by Tenant. The receipt by Landlord of any Tenant Payment with knowledge of a breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the Tenant Payments hereby reserved shall be deemed to be other than on account of the earliest Tenant Payment then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check

or payment by Tenant be deemed an accord and satisfaction, and Landlord may accept any such check or Payment without prejudice to Landlord's right to recover the balance of such Tenant Payments due or Landlord may pursue any other remedy in this Lease provided, and no waiver by Landlord in favor of any other tenant or occupant of the Center shall constitute a waiver in favor of the Tenant herein.

25. SURRENDER OF PREMISES. Upon the expiration of the Term or sooner termination of this Lease, Tenant agrees to quit and surrender the Demised Premises, broom clean, in good condition and repair, reasonable wear and tear and casualty excepted, together with all keys and combinations to locks, safes and vaults and all improvements alterations, additions, fixtures and equipment at any time made or installed in or upon or to the interior or exterior of the Demised Premises, except personal property and other unattached movable trade fixtures put in at Tenant's expense, all of which shall thereupon become the property of Landlord without any claim by Tenant therefore but the surrender of such property to Landlord shall not be deemed to be a payment of, or in lieu of, any Tenant Payment due Landlord. Before surrendering the Demised Premises, Tenant (if not in default) shall remove all of Tenant's personal property and unattached movable trade fixtures and, at Landlord's option, Tenant shall also remove any or all improvements, alterations, additions, fixtures, equipment and decorations at any time made or installed by Tenant in, upon or to the interior or exterior of the Demised Premises, and Tenant shall repair any damage caused thereby. If Tenant fails to remove any of Tenant's Property and trade fixtures, said property shall, at the option of Landlord, either be deemed abandoned and become the exclusive property of Landlord, or Landlord shall have the right to remove said property, at the expense of Tenant, without further notice to or demand upon Tenant, and hold Tenant responsible for any and all charges and expenses incurred by Landlord. If the Demised Premises is not so surrendered, Tenant shall indemnify Landlord against all loss or liability resulting from the delay by Tenant in so surrendering the same, including, without limitation, any claims made by any succeeding occupant founded on such delay. Tenant's obligations under this paragraph shall survive the expiration or sooner termination of the Term.

26. HOLDING OVER. Should Tenant remain in possession of the Demised Premises after the expiration of the Term or earlier termination of this Lease, with or without the consent of Landlord, express or implied, such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created and be construed to be a tenancy from month to month Terminable on fifteen (15) days written notice by either party to the other, at double the Minimum Rent installments (prorated on a monthly basis) in effect during the Lease Year immediately preceding the expiration of the Term, and otherwise subject to all of the other terms, covenants and conditions of this Lease insofar as the same may be applicable to a month to month tenancy, without prejudice to any remedy which Landlord may have against Tenant for holding over unlawfully, provided, however, that if Tenant holds over with the prior written consent of Landlord, the Minimum Rent installments will not be doubled as hereinabove provided.

27. ASSIGNMENT AND SUBLETTING. Tenant shall not voluntarily, involuntarily or by operation of law assign, transfer or mortgage or otherwise encumber this Lease or any interest of Tenant herein, in whole or in part, nor sublet the whole or any part of the Demised Premises or permit the Demised Premises or any part thereof to be used or occupied by others, without first obtaining in each and every instance the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. Any request for Landlord's consent shall be in writing, shall contain such information concerning the proposed assignee, sublessee, transferee or mortgagee as Landlord may require, and shall include a non-refundable processing fee in the amount of \$1,000.00. In addition, if Tenant requests Landlord to consent to an assignment of this Lease, or a sublease of all of the Demised Premises for the remainder of the Term, then Landlord shall have the right to terminate this Lease upon written notice to Tenant within 15 days after Landlord receives Tenant's request. Any consent by Landlord shall be held to apply only to the specific transaction thereby authorized and shall not constitute a waiver of the necessity for such consent to any subsequent assignment, subletting, or other transaction. If this Lease or any interest therein be assigned or if the Demised Premises or any part thereof be sublet or occupied by anyone other than Tenant without Landlord's prior written consent having been obtained thereto, Landlord may nevertheless collect rent from the assignee, sublessee or occupant and apply the net amount collected to the Tenant Payments herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of the covenant herein against assignment and subletting or the acceptance of the assignee, subtenant or occupant as Tenant hereunder, or constitute a release of Tenant from the further performance by Tenant of the terms and provisions of this Lease. If this Lease or any interest of Tenant therein be assigned or if the whole or any part of the Demised Premises be sublet, after having obtained Landlord's prior written consent thereto, Tenant and any Guarantors shall nevertheless remain fully liable for the full performance of all obligations under this Lease to be performed by Tenant and Tenant and any Guarantors shall not be released therefrom in any manner. For purposes of this paragraph, if Tenant or any Guarantor is a corporation, unincorporated association or partnership, any transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership so as to result in a change in the control thereof by the person, persons or entities owning a majority interest therein as of the date of this Lease shall be deemed an assignment, provided, however, that this sentence shall not apply to Tenant or any guarantor the outstanding voting stock of which is traded upon a national stock exchange.

Notwithstanding the foregoing, Tenant shall be allowed to assign its entire interest in this Lease to ABS School Services, LLC, an Arizona limited liability company, provided that at the time of such assignment, Tenant shall not be in default of this Lease, and ABS School Services, LLC shall enter into a written agreement with Landlord assuming all duties, obligations and liabilities of Survivors Charter School, Inc. under this Lease. Such assignment shall not serve as a release of Survivors Charter School, Inc. nor any Guarantor of this Lease.

28. SUBORDINATION AND ATTORNMENT.

28.1. Subordination. This Lease is subject and subordinate to any and all mortgages which may now or hereafter encumber the real property of which the Demised Premises is a part thereof, and to all renewals, modifications and extensions thereof. Tenant shall, upon request of Landlord, execute any subordination documents which Landlord may deem necessary and/or any modification of this Lease that might be required by any lending institution or other entity that may become a mortgagee as to the property of which the Demised Premises is a part, but no such document shall be required to effectuate said subordination. Tenant also agrees that if it shall fail at any time to execute, acknowledge or deliver any such instrument or document requested by Landlord, Landlord may, in addition to any other remedies available to it, execute, acknowledge and deliver such instrument as the attorney-in-fact of Tenant and in Tenant's name, and Tenant hereby makes, constitutes and irrevocably appoints Landlord as its

attorney-fact for that purpose.

28.2 Attornment. Notwithstanding any other provision of this Lease, all rights of Landlord, including property rights and the rights in this Lease, are freely saleable, transferable and conveyable. Tenant agrees that in the event of a sale, transfer or assignment of Landlord's interest in the Center or any part thereof, including the Demised Premises, or in the event any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage made by Landlord encumbering the Center or any part thereof, including the Demised Premises, to attorn to and to recognize such transferee, purchaser or mortgagee as Landlord under this Lease.

29. QUIET ENJOYMENT. Tenant, upon paying the rents herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peaceably and quietly have, hold and enjoy the Demised Premises during the Term, subject, nevertheless, to the terms of this Lease and to any mortgages, agreements and encumbrances to which this Lease is or may be subordinated.

30. FORCE MAJEURE. Landlord shall be excused for the period or periods of delay in the opening of the Center or in the performance of any of Landlord's obligations hereunder when delayed, hindered or prevented from so doing by any cause or causes beyond Landlord's control, which shall include, without limitation, all delays caused by Tenant, labor disputes, riots, civil commotion or insurrection, war or war-like operation, invasion, rebellion, military or usurped power, sabotage, governmental restrictions, regulations or controls, inability to obtain any materials, services or financing, fire or other casualties or acts of God. If as a result of any of such events Landlord shall be unable to exercise any right or option within any time limit provided therefor in this Lease, such time limit shall be deemed extended of a period equal to the duration of such event.

31. INDEMNITY AND WAIVER.

31.1. Indemnity. Tenant agrees to indemnify and hold Landlord harmless from and against any and all liabilities, expenses, damages, claims and losses incurred by Landlord as a result of: the failure by Tenant to perform any covenant required to be performed by Tenant hereunder; any accident, injury or damage that shall happen in or about the Demised Premises or the Center resulting from any act or omission of Tenant or Tenant's agents, employees or invitees, or resulting from the condition, maintenance or operation of the Demised Premises by Tenant, the failure of Tenant to comply with any statute, law, ordinance, rule or regulation or any other requirement of any controlling governmental authorities; any construction or mechanic's lien or security agreement filed against the Demised Premises on account of labor and/or materials supplied to or for Tenant, and any attorney's fees incurred by Landlord in connection with any of the foregoing regardless of whether such attorney's fees are incurred in legal proceedings or otherwise. If any legal proceedings are brought against Landlord by reason of any of the foregoing, Tenant will, at its expense and upon written demand by Landlord, defend such proceedings by counsel approved by Landlord, except that if such proceedings are commenced by Tenant, Tenant shall pay Landlord's attorney's fees if Landlord is the prevailing party in such proceedings.

31.2. Waiver of Certain Claims. Tenant waives all claims it may have against Landlord for damage or injury to person or property sustained by Tenant or any persons claiming through Tenant or by any occupant of the Demised Premises, or by any other person, resulting from any part of the Center for any of its improvements, equipment or appurtenances coming out of repair, or resulting from any accident on or about the Center or resulting directly or indirectly from any act or neglect of any Tenant or occupant of any part of the Center or of any other person, including Landlord, to the extent permitted by law. This waiver shall include, but not be limited to, damage caused by electricity, water, steam, excessive heat or cold, sewage, gas, odors or noise, or caused by bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether such damage results from the act or neglect of Tenant or other tenants, or occupants of any part of the Center or of any person, including Landlord, to the extent permitted by law, and whether such damage be caused by or result from any thing or circumstance above mentioned or referred to, or due to any other thing or circumstance whether of a like nature or of a wholly different nature. All personal property belonging to Tenant or any occupant of the Demised Premises that is in or on any part of the Center shall be there at the risk of Tenant or of such other person only, and Landlord shall not be liable for any damage thereto or for the fact or misappropriation thereof. The foregoing waiver shall not apply to claims arising out of Landlord's negligence or willful acts.

31.3. Waiver of Personal Liability. Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of Landlord in the land and buildings comprising the Center for the collection of any judgment (or other judicial process) requiring the Payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease to be observed and/or performed by Landlord, subject, however, to the prior rights of any holder of any mortgage encumbering the Center, and no other assets of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of any claim of Tenant against Landlord. In the event Landlord conveys or transfers its interest in the Center or in this Lease, except as collateral security for a loan, upon such conveyance or transfer, Landlord (and in the case of any subsequent conveyances or transfers the then grantor or transferor) shall be entirely released and relieved from all liability with respect to the performance of any covenants and obligations on the part of Landlord to be performed hereunder from and after the date of such conveyance or transfer, provided that any amounts then due and payable to Tenant by Landlord (or by the then grantor or transferor) or any other obligation then to be performed by Landlord (or by the then grantor or transferor) for Tenant under any provisions of this Lease, shall either be paid or performed by Landlord (or by the then grantor or transferor) or such Payment or performance assumed by the grantee or transferee; it being intended hereby that the covenants and obligations on the part of Landlord to be performed hereunder shall, subject as aforesaid, be binding on Landlord, its successors and assigns only during and in respect of their respective periods of ownership of an interest in the Center and/or in this Lease. This provision shall not be deemed, construed or interpreted to be or constitute an agreement, express or implied, between Landlord and Tenant that Landlord's interest hereunder and in the Center shall be subject to impressment of an equitable lien or otherwise.

32. RADON GAS. The following disclosure is required by Florida Statutes, Section 404.056(8): "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." Landlord has not conducted radon testing with respect to the Center or the Demised Premises, and Landlord disclaims any and all representations and warranties as to the absence of radon gas or radon gas-producing conditions in connection with the Demised Premises.

33. SECURITY. Tenant acknowledges and agrees Landlord may, but will not be required to, adopt and provide security services for the Center from time to time. However, Landlord will not be required to provide any such services for the Demised Premises or for the Center, and any security services that are voluntarily undertaken by Landlord may be changed or discontinued from time to time in Landlord's sole and absolute discretion, without liability to Tenant, its employees, agents, customers and invitees. Tenant waives any claims it may have against Landlord arising out of any security services provided by Landlord, or the inadequacy or absence thereof, specifically including Landlord's negligence with respect to the providing or failure to provide such services. Tenant assumes the total and sole responsibility for pursuing any civil or criminal remedies against any other person or entity, including any other tenants of the Center, their employees, agents, customers and invitees, who interfere with Tenant's quiet enjoyment of the Demised Premises.

34. CORPORATE OR PARTNERSHIP TENANT. If Tenant is or will be a corporation, partnership, or other entity, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that Tenant has been duly organized and is qualified or authorized to do business in the State of Florida; and that the person(s) executing this Lease on behalf of Tenant is (are) duly authorized to sign and execute this Lease. Furthermore, prior to the Commencement Date, Tenant shall provide Landlord with evidence of the foregoing which, where applicable, will include a certificate from the State of Florida that Tenant is qualified to do business in that state, and a certified resolution of the Board of Directors or partners of Tenant that the person(s) executing this Lease on behalf of Tenant was (were) duly authorized to do so. Furthermore, Tenant agrees to take any and all necessary action to keep its existence as an entity in good standing throughout the Term of this Lease in the state in which Tenant has been organized and, if such state is other than the State of Florida, to continue to be qualified to do business in the State of Florida.

35. NOTICES. Every notice, demand, request or other communication which may be or is required to be given under this Lease or by law shall be either hand delivered or sent to the parties at the following addresses:

35.1. If to Landlord, to Landlord's mailing address;

35.2. If to Tenant, to the Demised Premises, or to the Tenant's mailing address; and

35.3. If to Guarantor, to Guarantor's mailing address.

The mailing addresses of the parties shall be the addresses set forth in Paragraph 1, unless any party designates by similar written notice to the other party any other address for such purposes. Each of the parties hereto waive the absolute requirement of personal service or any other service than as provided for in this paragraph. Notice sent by United States certified or registered mail, postage prepaid, return receipt requested, shall be effective the day after mailing. Notice by any other means shall be effective upon actual delivery to the party being notified. In addition to the foregoing, upon written notice by Landlord, Tenant shall send all notices sent to Landlord to the holder of any mortgage encumbering the Center or to any other person having an interest in the Center.

36. RECORDING. Tenant shall not record this Lease or any memorandum thereof without the written consent of Landlord.

37. PARTIAL INVALIDITY. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

38. SEPARABILITY. Each and every covenant and agreement contained in this Lease shall for all purposes be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein.

39. BROKER'S COMMISSIONS. Except for brokers employed by Landlord or brokers representing Tenant acknowledged by separate writing by Landlord, Tenant covenants, warrants and represents to Landlord that there was no broker instrumental in consummating this Lease and that no conversations or prior negotiations were had by Tenant with any such broker concerning the renting of the Demised Premises. Landlord acknowledges its responsibility for compensation for commissions due, if any, for brokers employed or acknowledged by it in writing, if any. Tenant agrees to indemnify and hold Landlord harmless against and from all liabilities, including attorneys fees, arising from any claims for brokerage commissions or finder's fees resulting from any conversations or negotiations had by Tenant with any broker or any other person, other than a broker employed or acknowledged in writing by Landlord.

40. ENTIRE AGREEMENT, ETC. This Lease, including the exhibits, riders and/or addenda, if any, attached hereto, set forth the entire agreement between the parties. All prior and contemporaneous conversations and all prior writings between the parties hereto or their representatives are merged herein and extinguished. This Lease shall not be modified except in writing subscribed to by all parties, nor may this Lease be canceled by Tenant or the Demised Premises surrendered except with the written consent of Landlord, unless otherwise specifically provided herein. The submission by Landlord to Tenant of this Lease in draft form shall be deemed submitted solely for Tenant's consideration and not for acceptance and execution. Such submission shall have no binding force or effect,

shall not constitute an option for the leasing of the Demised Premises, nor confer any rights or impose any obligations upon either party. The submission by Landlord of this Lease for execution by Tenant and the actual execution and delivery thereof by Tenant to Landlord shall similarly have no binding force and effect unless and until Landlord shall have executed this Lease and a duplicate signed original thereof shall have been delivered to Tenant. If any provision contained in any rider or addenda hereto is inconsistent with any printed provision of this Lease, the provision contained in such rider or addenda shall supersede said printed provision.

41. PROVISIONS BINDING. Except as otherwise expressly provided in this Lease, all covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by the provisions of this Lease.

42. HEADINGS AND TERMS. The headings to the various paragraphs of this Lease have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

43. RELATIONSHIP OF PARTIES. Nothing contained in this Lease shall be deemed to constitute or be construed to create the relationship of principal and agent, partnership, joint venturers or any other relationship between the parties hereto, other than the relationship of Tenant and Landlord.

44. TERMS "LANDLORD" AND "TENANT". Landlord and Tenant wherever used herein, though expressed in the singular number, shall describe and apply to all persons, one or more, male or female, partnerships or corporations, as the case may be.

45. ESTOPPEL CERTIFICATE. Tenant shall at any time and from time to time within five (5) days after written request from Landlord execute, acknowledge and deliver to Landlord, in a form reasonably satisfactory to Landlord and/or Landlord's mortgagee, a written statement certifying, as to the truth of various facts concerning the Lease which may include, but not be limited to, the following: (i) that Tenant has accepted possession and is in occupancy of the Demised Premises; (ii) that any improvements to the Demised Premises or to the Common Areas required by the terms of the Lease to be made by Landlord have been completed as required by the Lease; (iii) that the Lease is in full force and effect and has not been modified, altered or amended except as is expressly set forth in the written statement, and that the Lease, with any specified modifications, alterations or amendments constitutes the entire agreement between Landlord and Tenant with respect to the Demised Premises; (iv) that Landlord has fulfilled all of its duties of an inducement nature required by the Lease; (v) that Tenant has no charge, lien, claim, credit or offset under the Lease or otherwise, against any Tenant Payment due or to become due hereunder and that Tenant has no claims or defenses to enforcement of the Lease; (vi) that Tenant has no notice of a prior assignment, hypothecation or pledge of any Tenant Payment due Landlord, or the Lease by Landlord; (vii) confirmation as to the Initial Term, and as to the number of Option Periods and Term of each Option Period, and as to the Commencement Date and termination date of the Initial Term and any applicable Option Period; (viii) confirmation as to the Minimum Rent, and, if rent has not yet commenced, confirmation as to the date installments of Minimum Rent are to commence, and confirmation that no Minimum Rent installment has been paid more than thirty (30) days in advance of its due date except as required by the terms of the Lease; (ix) that Landlord is not in default under the terms of the Lease; (x) and any other accurate certification as may reasonably be required by Landlord or Landlord's mortgagees. If any of the foregoing are not true, then Tenant shall indicate same, and shall provide a detailed explanation concerning the untruth of the foregoing facts or concerning matters bearing upon the truthfulness of the foregoing facts. The foregoing statement to be executed by Tenant may be relied upon by any prospective purchaser or mortgagee of the Center and their respective successors and assigns. Furthermore, at the request of Landlord or of any of Landlord's mortgagees, Tenant shall agree in form reasonably satisfactory to Landlord or to Landlord's mortgagee that Tenant will (i) not pay any Tenant Payment under the Lease more than thirty (30) days in advance of its due date; (ii) not surrender or consent to the modification of any of the terms of the Lease, nor to the termination thereof by Landlord, and not seek to terminate the Lease or take any offset against any Tenant Payment by reason of any act or omission of Landlord until Tenant shall have given written notice of such act or omission to Landlord's mortgagee following the giving of such notice, during which period Landlord's mortgagee shall have the right, but not the obligation, to remedy such act or omission; and (iii) not to invoke any of Tenant's remedies under the Lease during any period that Landlord's mortgagee is proceeding to cure any default on the part of Landlord with due diligence, or is taking steps with due diligence to obtain the legal right to enter the Demised Premises and cure the default.

46. OTHER TENANTS. Landlord reserves the absolute right to effect such other tenancies in the Center under such terms and conditions, which may be different from the terms and conditions set forth in this Lease, as Landlord shall determine in the exercise of its sole business judgment. Notwithstanding the foregoing, so long as Tenant is not in default of this Lease, Landlord agrees that it shall not Lease any portion of the Center to any tenant, which tenant or the nature of such tenant's business operations would constitute a violation of Tenant's regulatory restrictions with regard to prohibited activities within close proximity of Tenant. Tenant acknowledges and agrees that it does not rely on the fact, nor does Landlord represent, that any specific Tenant or occupant or number of tenants or occupants shall during the Term occupy or not occupy any space in the Center.

47. ATTORNEYS' FEES. In the event either party is required to commence legal proceedings in order to enforce its rights or protect its interests hereunder, the prevailing party in such legal proceedings shall be paid its reasonable attorneys' fees from the other party.

48. DELETIONS, CHANGES, AND NON-APPLICABILITY OF PARAGRAPHS. No inference or special significance shall be given to any changes to or deletions from this Lease, and if any provision of this Lease is deleted, such deletion shall not imply that the parties agreed to the contrary, but this Lease shall be interpreted as if the deleted language had never been inserted in this Lease. If any information is not inserted in any sub-part of Paragraph of this Lease, or if any such sub-part is crossed off or deleted, unless otherwise provided in this Lease or by addendum, such sub-part and the paragraphs of this Lease directly relating to such sub-part shall not apply.

49. CONSTRUCTION OF DEMISED PREMISES.

49.1. Tenant's Work. Tenant's Work shall be deemed to be all of that Work necessary to completely improve the Demised Premises so that the Demised Premises will be ready for occupancy and use for the Permitted Uses for which the Demised Premises are leased pursuant to the terms hereof. Tenant will be responsible for obtaining any building permit required by any controlling governmental authority in connection with Tenant's Work, and Tenant's Work shall be performed in conformance with all controlling governmental codes, ordinances, laws (including without limitation compliance with all requirements of The Americans with Disabilities Act), statutes, Rules and Regulations, and in conformance with any building permit issued by any controlling governmental authority. All of Tenant's Work shall be performed pursuant to properly and competently prepared plans and specifications, and by qualified, licensed and Insured contractors and subcontractors. Landlord reserves the right to approve and disapprove, permit and prohibit, review or not review, Tenant's plans and specifications, contractors and subcontractors, materials, workmanship and construction and completion of improvements. Tenant agrees to perform and cause Tenant's contractor and subcontractors to perform Tenant's Work in a manner so as to comply with all construction procedures and regulations described by Landlord for the prosecution of Tenant's Work.

49.2. Approval of Plans and Specifications for Tenant's Work. Tenant shall prepare and submit to Landlord, for Landlord's approval which shall not be unreasonably withheld, professionally prepared plans and specifications for Tenant's Work, which shall be in such detail as Landlord may reasonably require and shall include all improvements to be constructed by Tenant, any proposed storefront, signs, interior finishes and colors, lighting, fixtures, equipment, decorations, furnishings, and display cases and materials proposed to be installed in or on the Demised Premises. Such plans and specifications shall be submitted to Landlord within fifteen (15) days from the date of execution of this Lease. Within ten (10) business days after the plans and specifications are delivered to Landlord, Landlord shall approve or notify Tenant in writing of any objections to same, and if Landlord fails to notify Tenant in writing of its objections within said thirty (30) day period, Landlord shall be deemed to have approved the plans and specifications. Tenant shall have ten (10) days after receipt of Landlord's written objections to the detailed plans and specifications to revise same so as to satisfy any reasonable objections of Landlord, and in connection therewith shall be required to incorporate any reasonable changes requested by Landlord. If the parties are unable, in good faith, to resolve any dispute as to the plans and specifications within said ten (10) day period, then Landlord shall have the right to accept Tenant's Plans and Specifications as previously submitted by Tenant, or to terminate this Lease upon written notice to Tenant, in which event all deposits shall be returned to Tenant and the parties shall be relieved of any further obligations or liabilities hereunder, provided, however, that in the event either party shall act in bad faith in connection with the preparation or approval of any plans or specifications, such party acting in bad faith shall be deemed to have breached its obligations under this Lease.

49.3. Commencement of Tenant's Work. Tenant agrees to accept from Landlord possession of the Demised Premises prior to the Commencement Date if Landlord is able to deliver early possession, and to commence Tenant's Work within ten (10) days thereafter.

49.4. Tenant's Work Escrow. In order to more fully secure the Landlord against claims and liens arising from Tenant's Work, Tenant shall, prior to the commencement of Tenant's Work, pay into escrow (the "Tenant's Work Escrow") with _____ (the "Escrow Agent"), all funds necessary to fully pay for all Tenant's Work as evidenced by Tenant's budget therefor and executed contracts for the accomplishment of all of Tenant's Work. Disbursements shall be made from the Tenant's Work Escrow on a monthly basis for work completed within budgetary amounts therefore, in accordance with the terms of Tenant's construction contract, and upon such certificates, affidavits, releases and similar assurances as the Escrow Agent may require with the intent that the Tenant Work be fully complete and all labor, services and materials incorporated therein be fully paid for from the Tenant's Work Escrow. In the event that at any time it appears in the reasonable discretion of the Escrow Agent that the Tenant's Work Escrow shall be insufficient to fully pay for the completion of all of Tenant's Work, Escrow Agent shall be authorized to cease disbursements from the Tenant's Work Escrow until Tenant shall pay into the Tenant's Work Escrow such additional funds as are necessary to assure same. In addition to the foregoing, Landlord may require Tenant at any time or from time to time prior to the completion of Tenant's Work to furnish to Landlord a bond in an amount satisfactory to Landlord, written by a surety company licensed and authorized to issue such bonds in the State of Florida, guaranteeing the payment and performance of Tenant's Work, free of construction or mechanic's or other liens.

49.5. Payment for Tenant's Work. Upon completion of Tenant's Work, Tenant shall obtain lien waivers from all contractors, subcontractors and suppliers, and at the request of Landlord Tenant shall provide Landlord with copies of such lien waivers and with any other evidence reasonably required by and satisfactory to Landlord that Tenant's Work has been paid for.

50. APPROVAL CONTINGENCY. This Lease shall be terminable by Landlord or Tenant upon written notice to the other in the event that Tenant shall fail to obtain, on or before July 12, 2001, all governmental approvals and consents as are necessary to operate and conduct the Permitted Use as specified within Paragraph 1.9 of this Lease within the Demised Premises. Prior to receiving all governmental approvals and consents, Tenant shall accomplish only such portions of Tenant's Work as shall be determined by Landlord not to be detrimental to the Demised Premises in the event of failure of Tenant to receive such governmental approvals and consents. Upon any such termination, other than as provided in Paragraph 9 hereof, Landlord shall have no obligation to reimburse Tenant for any demolition or improvements to the Demised Premises, any costs, expenses or fees incurred by Tenant in connection with the Demised Premises or this Lease, and Tenant shall have no lien (equitable or otherwise), claim or demand against Landlord other than as provided in Paragraph 9 of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease this _____ day of _____, 2001.

WITNESSES:

1310 CONGRESS PARTNERS, LLC, a Florida limited liability company

~~M. & K.S.~~
Belibi J. Frank
(As to Landlord)

By: [Signature]
Manager

[Signature]
Belibi J. Frank
(As to Tenant)

SURVIVORS CHARTER SCHOOL, INC., a Florida corporation
By: [Signature]

EXHIBIT "A"

SITE PLAN

CAPTION B

Rules and Regulations

Tenant agrees that:

(a) all deliveries or shipments of any kind to and from the Demised Premises, including loading and unloading of goods, shall be made only by way of the rear of the Demised Premises (unless the Demised Premises does not have a rear entrance) or at any other location designated by Landlord, and only at such times designated for such purpose by Landlord, trailers and/or trucks servicing the Demised Premises shall remain parked in the Center only during those periods necessary to service Tenant's operations, but in no event shall such trailers or trucks remain parked in the Center overnight or beyond the closing hour of the Center;

(b) all garbage and refuse shall be placed in the container (all boxes shall be flattened prior to placement in container) at the locations within the Center designated by Landlord, for collection (at time specified by Landlord) by contractors, as may from time to time be designated by Landlord;

(c) no radio, television, phonograph or other similar devices, or aerial attached thereto outside the Demised Premises shall be installed without first obtaining in each instance the Landlord's written consent, and if such consent be given, unless otherwise approved, no such device shall be used in a manner so as is to be heard or seen outside of the Demised Premises;

(d) Tenant shall keep the areas immediately adjoining the Demised Premises in the front and at the rear of the Demised Premises clean and free from dirt and rubbish, and Tenant shall not place, suffer or permit any obstructions or property in such areas or in any area outside of the Demised Premises;

(e) Tenant shall not use the Common Areas of the Center, or any portion of the Center outside of the Demised Premises, for business or promotional purposes unless permitted by Landlord in writing;

(f) Tenant and Tenant's employees shall park their cars only in those portions of the parking areas designated for that purpose by Landlord. If Tenant or Tenant's employees shall fail to park their cars in such designated parking areas, then Tenant hereby authorizes Landlord to remove from the Center any of Tenant's cars or cars belong to Tenant's employees and/or to attach violation stickers or notices to such cars, and/or to have such cars removed at the owner's expense, and Tenant hereby waives and releases Landlord and hereby indemnities and agrees to hold Landlord harmless from all claims, liabilities, costs and expenses which may result or arise therefrom. Landlord reserves the right to designate certain parking spaces in the parking areas for the exclusive use of designated tenants, and, in that event, such spaces shall be for the exclusive use of the tenant designated, and the Tenant's employees, invitees, and agents;

(g) the plumbing facilities within or serving the Demised Premises shall not be used for any purposes other than for which they were constructed, and no foreign substances of any kind shall be thrown therein;

(h) Tenant shall not burn trash or garbage in or about the Demised Premises, or the Center;

(i) Tenant shall not use, permit or suffer the use of any portion of the Demised Premises as living, sleeping or lodging quarters;

(j) no load will be placed on any floor of the Demised Premises which exceeds the floor load per square foot area which such floor area was designated to carry;

(k) all mechanical equipment and machinery will be kept free of noise and vibrations which may be transmitted to any part of the walls or building in which the Demised Premises are located or beyond the confines of the Center;

(l) no odors or vapors will be permitted or caused to emanate from the Demised Premises which would adversely or unreasonably affect other tenants of the Center;

(m) no live animals will be kept on or within the Demised Premises;

(n) the Landlord, at its option and from time to time, may, at the expense of the Tenant, employ a pest extermination contractor to service the Demised Premises in such intervals as Landlord may require, and Tenant shall permit said contractor to enter the Demised Premises to perform pest extermination services;

(o) Tenant shall not lay linoleum or other similar floor covering so that such floor covering shall come in direct contact with the floor of the Demised Premises and if linoleum or other similar floor covering is so used, in interlinear of builder's deadening felt shall first be affixed to the floor by paste or other material soluble in water, so that such floor covering may be easily removed. The use of cement or other similar material is prohibited.

(p) no automobiles, trucks or other vehicles may be stored on the Center, or may be parked on the Center which are not capable of being run under their own power.

(q) it will not display, paint or place, or cause to be displayed, painted or placed, any handbills, bumper stickers or other advertising or promotional materials or devices on any vehicles parked in the parking areas of the Center, whether belong to Tenant or to Tenant's agent or to any other person;

(r) Tenant shall not place, suffer or permit displays or decorations on the sidewalks in front of or at the rear of the Demised Premises or on or upon any of the parking or other Common Areas of the Center;

(s) Tenant shall not affix or place any signs, notices, advertisements or materials of any kind in its entrance or windows without the prior written consent of Landlord, except those allowed under Paragraph 12.2.11 of the Lease.

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1	1-5	4% increase over Annual Minimum Rent and Monthly Installments for prior Lease Year
2	1-5	4% increase over Annual Minimum Rent and Monthly Installments for prior Lease Year

1.8. SECURITY DEPOSIT (Par. 10): \$ 25,000.00

1.9. PERMITTED USE (Par. 12): Operation as a middle school and high school level charter school.

Exhibit "A" - SITE PLAN

Exhibit "B" - RULES AND REGULATIONS

LETTER OF CONFIRMATION

Between

1310 Congress Partners, LLC
c/o Florida Executive Realty Management
5201 Village Boulevard
West Palm Beach, FL 33407

and

Survivors Charter School, Inc.
1310 North Congress Avenue
West Palm Beach, FL

Inasmuch as Survivors Charter School, Inc. ("Tenant") has requested of 1310 Congress Partners, LLC ("Landlord") to be allowed to enter the Demised Premises prior to the Commencement Date under that certain lease between Landlord and Tenant of even date herewith for the purpose of doing demolition to the Demised Premises, and the Landlord has consented thereto, provided that Tenant place with Landlord a \$25,000 demolition security deposit over and in addition to the security deposit as provided in Section 1.8 of the Lease and payment of first month's rent and sales tax in the amount of \$15,900, with respect to the foregoing, based thereon the parties agree as follows:

- 1) Tenant shall, upon execution of the Lease Agreement, pay to Landlord the security deposit under the lease in the amount of \$25,000, the first month's rent in the amount of \$15,900 and \$25,000 as demolition security deposit.
- 2) In the event that Tenant shall receive the governmental approvals as provided in Section 50 of the Lease, Tenant's demolition security deposit shall be applied in full against cost of Tenant improvements being performed by and at the expense of Tenant under the Lease.
- 3) In the event of a failure of Tenant to receive the governmental approvals as provided in Section 50 of the Lease, Landlord shall perform an evaluation of damage and expense which shall be reasonably incurred by Landlord on account of Tenant's demolition activities, and may apply all or any portion of the aggregate of the demolition security deposit, security deposit under Section 1.8 of the Lease, and the first month's rent and sales tax against its damage, cost and expense. In the event that such damage, cost and expense of Landlord is less than the amount of the aforesaid aggregate amount, such excess shall be paid to Tenant.

Dated this 5th day of July, 2001.

1310 CONGRESS PARTNERS, LLC, a
Florida limited liability company

By: [Signature]

Manager

SURVIVORS CHARTER SCHOOL, INC., a
Florida corporation

By: Max Elam

letterofconfirmation6292001.wpd