

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

_____	X	
In re	:	
	:	
	:	Chapter 11 Case No.
Allegiance Telecom, Inc., <u>et al.</u> ,	:	03-13057 (RDD)
	:	
Debtors.	:	Jointly Administered
_____	X	

**STIPULATION AND AGREED ORDER RESOLVING CLAIMS OF
GAEDEKE HOLDINGS, LTD.**

This STIPULATION AND AGREED ORDER is by and between the Allegiance Telecom Liquidating Trust (the "ATLT"), as successor to the Debtors (as defined below), and Gaedeke Holdings, Ltd. ("Claimant"). The parties hereby stipulate and agree as follows:

WHEREAS, on or about February 24, 2001, Debtor Allegiance Telecom of Florida, Inc. ("Allegiance Florida") entered into a lease with the Claimant for office space at 2101 West Commercial Blvd., Suite 2101, Ft. Lauderdale, FL 33309 (the "Lease"); and

WHEREAS, the Lease required Allegiance Florida to pay a security deposit to Claimant in the amount of \$13,543.73 (the "Security Deposit"); and

WHEREAS, on May 14, 2003, Allegiance Telecom, Inc. and its direct and indirect subsidiaries (collectively, the "Debtors") commenced voluntary cases (the "Chapter 11 Cases") under Chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the Bankruptcy Court for the Southern District of New York, Case No. 03-13057 (RDD) (the "Bankruptcy Court"); and

claim 1850 and
2906

Docket #2029
eod 1/21/05

WHEREAS, the Chapter 11 Cases were consolidated for procedural purposes only and were jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure; and

WHEREAS, on or about November 25, 2003, Claimant filed a proof of claim numbered 1850 (the "First Proof of Claim") for Claims (as such term is defined in the Plan) against Allegiance Florida in the amount of \$4,485.30 plus unspecified additional amounts (the "First Claim"); and

WHEREAS, the Debtors included in their schedule of liabilities a claim numbered s2041 in the amount of \$5,302.31 relating to Claimant (the "Scheduled Claim"); and

WHEREAS, the Debtors filed their Third Amended Joint Plan of Reorganization dated June 8, 2004 (the "Plan") with the Bankruptcy Court and the Court entered its Findings of Fact, Conclusions of Law, and Order Confirming Debtors' Third Amended Joint Plan of Reorganization on June 10, 2004 (the "Confirmation Order"); and

WHEREAS, in accordance with the terms of the Plan, on the Initial Effective Date, the ATLT was created; and

WHEREAS, pursuant to the Plan, Eugene I. Davis was appointed as the plan administrator (the "Plan Administrator") for the ATLT; and

WHEREAS, among other things, the purpose of the ATLT is to (i) wind-down the Debtors' affairs, including making distributions as contemplated in the Plan, (ii) investigate, enforce and prosecute avoidance and other causes of action, (iii) object to, settle, compromise, dispute and/or prosecute disputed claims, and (iv) administer the Plan and take such actions as are necessary to

effectuate the terms of the Plan; and

WHEREAS, the ATLT, as the successor to the rights of the Debtors, and the Plan Administrator has the authority to, *inter alia*, perform the duties, exercise the powers, and assert the rights of a trustee under Sections 704 and 1106 of the Bankruptcy Code; and

WHEREAS, section 6.1(a) of the Plan provides in relevant part that “[p]ursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, and subject to the terms and conditions of the Purchase Agreement, all executory contracts and unexpired leases between the Debtors and any Person or Entity that are not listed on Schedules 2, 3 and 4 . . . shall be deemed rejected by the Debtors on the Initial Effective Date.”; and

WHEREAS, pursuant to section 6.1(a) of the Plan, the Debtors rejected the Lease on the Initial Effective Date; and

WHEREAS, on or about July 10, 2004, Claimant filed a proof of claim numbered 2906 (the “Second Proof of Claim” and, collectively with the First Proof of Claim, the “Proofs of Claim”) for Claims (as such term is defined in the Plan) against Allegiance Florida in the amount of \$405,551.12 (the “Second Claim”); and

WHEREAS, Claimant has not filed any proofs of claim in the Chapter 11 Cases besides the Proofs of Claim; and

WHEREAS, the ATLT disputes the amounts sought by Claimant in the Proofs of Claim; and

WHEREAS, on or about September 2, 2004, the ATLT filed its Eleventh Omnibus Objection to Certain Lease Rejection Damages Claims, which included an objection to the Second

Proof of Claim and the Second Claim; and

WHEREAS, the ATLT and Claimant have negotiated in good faith at arm's length and have reached a consensual resolution, as set forth below, with respect to the Proofs of Claim to avoid incurring significant additional litigation expenses that would necessarily be incurred in litigating this matter to an uncertain conclusion.

ACCORDINGLY, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

1. Upon the entry of a Final Order (as defined below) approving this Stipulation, the ATLT is hereby authorized and directed to grant Claimant an allowed ATI Unsecured Claim (as such term is defined in the Plan) of \$111,375.66 (the "Allowed Unsecured Claim") and an allowed Secured Claim (as such term is defined in the Plan) of \$13,543.73 (the "Paid Secured Claim") in full and complete satisfaction of all Claims held by Claimant with respect to the Debtors, the Debtors' estates, and/or the ATLT, including, but not limited to, the First Claim and the Second Claim.

2. The ATLT and Claimant hereby stipulate and agree that (i) the Security Deposit constitutes full and final satisfaction of the Paid Secured Claim, (ii) no further amounts are due with respect to the Paid Secured Claim, and (iii) upon entry of the Final Order, Claimant can apply or setoff the Security Deposit to the Paid Secured Claim.

3. Claimant hereby stipulates and agrees to elect the Cash Recovery (as defined in the Plan) on account of the Allowed Unsecured Claim, regardless of any prior election to the contrary.

4. Upon the entry of a Final Order approving this Stipulation, the ATLT is hereby authorized and directed to expunge from the ATLT's claims register all proofs of claims, including the

Proofs of Claim and the Scheduled Claim, filed by Claimant and/or related to the (i) First Claim, (ii) Second Claim, and/or (iii) Scheduled Claim.

5. Claimant hereby stipulates and agrees that it will not file any proofs of claim or requests for the payment of administrative expenses against the ATLT, the Debtors, or the Debtors' estates, whether in the Chapter 11 Cases or otherwise.

6. Upon entry of a Final Order approving this Stipulation and except for the Allowed Unsecured Claim and the Paid Secured Claim, Claimant hereby irrevocably, unconditionally and without reservation of any kind waives, releases and forever discharges the ATLT, the Debtors, and the Debtors' estates, and their respective parent firms and affiliates, and their officers, directors, employees, attorneys, professionals, and agents, acting in such capacity (collectively, the "Estate Parties"), from and against any and all past, present and future actions, causes of action, Claims, liabilities, suits, debts, judgments, and damages, of any kind whatsoever, whether matured or unmatured, whether at law or in equity, whether known or unknown, liquidated or unliquidated, foreseen or unforeseen, discoverable or undiscoverable, contingent or non-contingent, which Claimant has, had, or may have in the future against the Estate Parties.

7. This Stipulation shall be governed by the law of the State of New York, excluding its conflicts of laws principles and this Court shall retain jurisdiction to resolve any disputes between the parties arising with respect to this Stipulation.

8. The undersigned on behalf of the ATLT and Claimant each warrants and represents that he or she has been duly authorized and empowered to execute and deliver this Stipulation on behalf of such party.

9. Claimant represents and warrants to the ATLT that, as of the date hereof, it is the sole holder of both of the Proofs of Claim against the Debtors, the Debtors' estates, and the ATLT, and that Claimant has not assigned, sold, hypothecated or otherwise transferred any Claims against the Debtors, the Debtors' estates, or the ATLT.

10. This Stipulation is subject to approval by the Court and the entry of a Final Order by the Court approving this Stipulation; provided, however, that the parties shall support such Court approval and comply with this Stipulation pending the Court's entry of a Final Order approving or disapproving this Stipulation. For the purposes of this Stipulation, the term "Final Order" shall mean an order approving this Stipulation that has not been stayed, reversed or amended and the time, as computed under the Bankruptcy Rules, to appeal or seek review or rehearing of such order (or any revision, modification or amendment thereof) has expired and no appeal or petition for review or rehearing of such order was filed, or if filed, remains pending.

11. Nothing contained in this Stipulation nor any negotiations or proceedings in connection herewith shall constitute or be deemed to be evidence of an admission by any party hereto of any liability or wrongdoing whatsoever, or the truth or untruth, or merit or lack of merit, of any claim or defense of any party. Neither this Stipulation nor any negotiations or proceedings in connection herewith may be used in any proceeding against any party for any purpose whatsoever except with respect to effectuation and enforcement of this Stipulation.

12. This Stipulation contains the entire agreement of the parties with respect to its subject matter and supersedes any prior or contemporaneous oral or written agreements. The parties acknowledge that no promise, inducement, or agreement not stated herein has been made to them in

connection with this Stipulation. The parties understand and agree that this Stipulation may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by both parties and the Court. The parties agree and acknowledge that they will make no claim at any time or place that this Stipulation has been orally altered or modified or otherwise changed by oral communication of any kind or character. Each party hereto agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be employed in the interpretation, construction, or enforcement of this Stipulation.

13. This Stipulation may be executed simultaneously or in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. A facsimile copy of a signature page is the equivalent of an original signature page.

14. This Stipulation shall be binding upon the ATLT, as successor to the Debtors, and Claimant, and their predecessors, successors, heirs, subsidiaries, affiliates, assignees, agents, directors, officers, employees, the Plan Administrator, and any trustee appointed under Chapter 7 of the Bankruptcy Code.

Dated: New York, New York
January 20, 2005

**ALLEGIANCE TELECOM LIQUIDATING
TRUST**

By: /s/ Mark Stachiw
Mark Stachiw
Allegiance Telecom Liquidating Trust
1405 S. Beltline Road, Suite 100
Coppell, Texas 75019

and

**AKIN GUMP STRAUSS HAUER & FELD
LLP**

By: /s/ Jeffrey M. Anapolsky
Ira S. Dizengoff, Esq. (ID-9980)
Phil C. Dublin, Esq. (PD-4919)
Kenneth A. Davis, Esq. (KD-9070)
Jeffrey M. Anapolsky, Esq. (JA-8867)
590 Madison Avenue
New York, New York 10022
Telephone: (212) 872-1000

Counsel to the Allegiance Telecom
Liquidating Trust

GAEDEKE HOLDINGS, LTD.

By: /s/ Barbara S. Graw
Barbara S. Graw

and

**MANDEL, WEISMAN, HEIMBERG,
BRODIE & GRIFFIN, P.A.**

By: /s/ Daniel S. Mandel
Daniel S. Mandel, Esq.
Boca Corporate Center
2101 Corporate Boulevard, Suite 300
Boca Raton, Florida 33431
Telephone: (561) 989-0300

Counsel to Gaedeke Holdings, Ltd.

SO ORDERED, this 21st day of January 2005

/s/Robert D. Drain

UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM	
In re ALLEGIANTE TELECOM OF FLORIDA, INC.		Case Number 03-13073 TAX 104 75-2777353	
NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if this address differs from the address on the envelope sent to you by the court.	
Name of Creditor and Address GAEDEKE HOLDINGS INC — PO 2101 W COMMERCIAL BLVD STE 4200 FT LAUDERDALE FL 33309 ste. 1600 My Phone: (561)-241-7588		FILED U.S. BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK ALLEGIANTE TELECOM, INC 03-13057 (RRD) 2119	
Creditor Telephone Number ()		If you have already properly filed a proof of claim with the Bankruptcy Court, you do not need to file again.	
CREDITOR TAX ID # 75-2777353	ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR	Check here <input type="checkbox"/> replaces or amends a previously filed claim dated _____	
1 BASIS FOR CLAIM <input type="checkbox"/> Goods sold <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Services performed <input type="checkbox"/> Taxes <input type="checkbox"/> Wages, salaries and compensation (Fill out below) <input type="checkbox"/> Money loaned <input type="checkbox"/> Other (describe briefly below) _____ Your social security number _____ Unpaid compensation for services performed from _____ to _____ (date) (date) Rental fees (operating expenses)			
2 DATE DEBT WAS INCURRED 5/1/03		3 IF COURT JUDGMENT, DATE OBTAINED	
4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED \$ 4,485.30 (unsecured)		\$ 4,485.30 (total) Plus interest + late fees	
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.			
5 SECURED CLAIM <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief description of collateral: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim above if any \$ _____		6 UNSECURED PRIORITY CLAIM <input type="checkbox"/> Check this box if you have an unsecured priority claim. Specify the priority of the claim: <input type="checkbox"/> Wages, salaries or commissions (up to \$4,650*) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, child, or dependent child. 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8) <input checked="" type="checkbox"/> Other: Please on suite Specify applicable paragraph of 11 U.S.C. § 507(a) _____ <small>Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>	
7 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.			
8 SUPPORTING DOCUMENTS Attach copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.			
9 DATE-STAMPED COPY To receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and an additional copy of this proof of claim.			
The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 5:00 p.m., November 26, 2003, Prevailing Eastern Time.			
BY MAIL: United States Bankruptcy Court Southern District of New York Allegiance Claims Docketing Center Bowling Green Station P.O. Box 95 New York, NY 10274-0095		BY HAND OR OVERNIGHT DELIVERY TO: United States Bankruptcy Court Southern District of New York Allegiance Claims Docketing Center One Bowling Green, Room 534 New York, NY 10004-1408	
DATE SIGNED 11/25/03	SIGN and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any). Barbara J. Green Property Mgr BARBARA J. Green		
Penalty for presenting fraudulent claim is a fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 AND 357. CLAIMS TO ESD GOV. BY JSPLC			

See Other Side For Instructions



TENANT ACCEPTANCE LETTER

Ken Close
Allegiance Telecom
2101 W Commercial Blvd
Suite 4000
Ft Lauderdale, Florida 33309

RE Office Lease Agreement (the "Lease") dated February 24, 2001 between Gaedeke Landers ("Landlord") and Allegiance Telecom ("Tenant") covering 4,730 Square Feet of Rentable Area on the Fourth Floor of the 2101 Commercial Office Building ("the Premises")

Dear Mr Close

Please accept this letter as confirmation by the Tenant of the following

- 1 Tenant has accepted possession of the Premises
- 2 All improvements to the Premises required to be performed by Landlord for Phase I under the Lease, other than the Punch List Items, have been completed per the Lease A list of the Punch List Items is forthcoming
- 3 All allowances to be received by Tenant under the Lease will be paid upon receipt of the final contractor invoice and lien waiver
- 4 The Commencement Date under the Lease is June 18, 2001 The Lease Term shall expire upon May 31, 2007, subject to any renewal options contained in the Lease
- 5 The monthly rental amount will be

06/18/01-06/30/01	\$2,373 61
07/01/01-05/31/02	\$5,167 53
06/01/02-05/31/03	\$5,317 31
06/01/03-05/31/04	\$5,467 09
06/01/04-05/31/05	\$5,624 76
06/01/05-05/31/06	\$5,786 37
06/01/06-05/31/07	\$5,951 92
- 6 Tenant certifies that they have a current Certificate of Insurance
- 7 As of the date hereof, Tenant has no claims against Landlord for damages or any abatement or offset against Rent

Tenant

Printed
Name

Title

Date

Tenant Ledger

ALLEGIANCE TELECOM
9201 North Central Expressway
Dallas, TX 75231

Date 11/25/03
 Tenant Code 68-4000
 Property 68
 Unit 4000
 Status Current
 Rent 5 467 09
 Deposit 13,534 73
 Move In Date 06/18/01
 Move Out Date
 Due Day 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			0 00
01/21/01	MANAGEMENT FEE FOR WORK ORDER AUTHOR	45 33		45 33
01/21/01	TENANT FINISH OUT	-45 33		0 00
03/27/01	(68-4200) 11 Keys	77 00		77 00
03/27/01	(68-4200) SALES TAX	4 62		81 62
03/27/01	(68-4200) TENANT REIMBURSEMENT AFTER HO	90 00		171 62
03/27/01	(68-4200) SALES TAX	5 40		177 02
03/27/01	(68-4200) 2 HOURS SUPERVISION FOR MOVE IN	100 00		277 02
03/27/01	(68-4200) SALES TAX	6 00		283 02
03/27/01	(68-4200) INSTALL AND WIRE ON DEDICATED 12	360 00		643 02
03/27/01	(68-4200) SALES TAX	21 60		664 62
03/29/01	(68-4200) SECURITY DEP REC FLA ONLY	4 800 00		5,464 62
03/29/01	(68-4200) BASE RENT	2,400 00		7,864 62
03/29/01	(68-4200) chk# 51935 FIRST MONTH RENT & SEC		7,200 00	664 62
04/01/01	(68-4200) Rent	2,400 00		3,064 62
04/10/01	(68-4200) BASE RENT	-2 400 00		664 62
04/10/01	(68-4200) RENT FOR THE MONTH OF MARCH PR	1,393 56		2 058 18
04/10/01	(68-4200) SALES TAX	83 61		2 141 79
04/24/01	(68-4200) HOURLY CHARGE FOR MANNY TO HA	50 00		2 191 79
04/24/01	(68-4200) SALES TAX	3 00		2 194 79
04/24/01	(68-4200) AFTER HOUR STAY FOR REPAIR & PAI	450 00		2,644 79
04/24/01	(68-4200) SALES TAX	27 00		2 671 79
04/24/01	(68-4200) 2 HOUR CHARGE FOR HANGING UP B	100 00		2 771 79
04/24/01	(68-4200) SALES TAX	6 00		2 777 79
05/03/01	(68-4200) chk# 55331 APRIL & PORTION OF MAY		4,200 00	-1,422 21
06/01/01	(68-4200) MONTHLY RENT	2,400 00		977 79
06/01/01	(68-4200) SALES TAX (06/01)	144 00		1 121 79
06/04/01	(68-4200) chk# 57549 JUNE RENT & SECURITY D		20,358 71	-19 236 92
06/18/01	(68-4200) SECURITY DEP REC FLA ONLY	8 734 73		-10 502 19
06/18/01	(68-4200) CREDIT FOR PRORATION OF JUNE	-1 040 00		-11 542 19
06/18/01	(68-4200) PRORATION FOR 6/18/01-6/30/01	2,373 61		-9 168 58
06/18/01	(68-4200) SALES TAX	142 42		-9 026 16
06/18/01	(68-4200) ESCALATION PRORATED 6/18/01-6/30/0	1,564 55		-7 461 61
06/18/01	(68-4200) SALES TAX	93 87		-7 367 74
06/27/01	(68-4200) chk# 60389 JULY RENT		12,439 23	-19 806 97
07/01/01	(68-4200) BASE RENT (07/01)	5,167 53		-14 639 44
				CONTINUED

Tenant Ledger

ALLEGIANCE TELECOM
9201 North Central Expressway
Dallas, TX 75231

Date 11/25/03
 Tenant Code 68-4000
 Property 68
 Unit 4000
 Status Current
 Rent 5,467 09
 Deposit 13,534 73
 Move In Date 06/18/01
 Move Out Date
 Due Day 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			-14,639 44
07/01/01	(68-4200) SALES TAX (07/01)	310 05		-14,329 39
07/01/01	(68-4200) ESCALATION (07/01)	3,610 57		-10,718 82
07/01/01	(68-4200) SALES TAX (07/01)	216 63		-10,502 19
07/23/01	(68-4200) HANG UP A BOARD ON 7/3	50 00		-10,452 19
07/23/01	(68-4200) SALES TAX	3 00		-10,449 19
07/23/01	(68-4200) HANG UP 2 BOARDS ON 7/19	100 00		-10,349 19
07/23/01	(68-4200) SALES TAX	6 00		-10,343 19
07/30/01	(68-4200) chk# 62680 AUGUST RENT		9,304 78	-19,647 97
08/01/01	(68-4200) BASE RENT (08/01)	5,167 53		-14,480 44
08/01/01	(68-4200) SALES TAX (08/01)	310 05		-14,170 39
08/01/01	(68-4200) ESCALATION (08/01)	3,610 57		-10,559 82
08/01/01	(68-4200) SALES TAX (08/01)	216 63		-10,343 19
08/15/01	TENANT OVERAGE	8,512 13		-1,831 06
09/01/01	(68-4200) BASE RENT (09/01)	5,167 53		3,336 47
09/01/01	(68-4200) SALES TAX (09/01)	310 05		3,646 52
09/01/01	(68-4200) ESCALATION (09/01)	3,610 57		7,257 09
09/01/01	(68-4200) SALES TAX (09/01)	216 63		7,473 72
09/04/01	chk# 070106		9,463 78	-1 990 06
09/19/01	2 LADIES RM KEYS, 2 MAIN DOOR KEYS	28 00		-1,962 06
09/19/01	SALES TAX	1 68		-1,960 38
09/19/01	HANG UP BULLETIN BOARD	50 00		-1,910 38
09/19/01	SALES TAX	3 00		-1,907 38
09/19/01	2 ACCESS CARDS	30 00		-1,877 38
09/19/01	SALES TAX	1 80		-1,875 58
10/01/01	Rent	5,167 53		3,291 95
10/01/01	(68-4200) BASE RENT (10/01)	5,167 53		8,459 48
10/01/01	(68-4200) SALES TAX (10/01)	310 05		8,769 53
10/01/01	(68-4200) ESCALATION (10/01)	3,610 57		12,380 10
10/01/01	(68-4200) SALES TAX (10/01)	216 63		12,596 73
10/01/01		-5,167 53		7,429 20
10/01/01	(68-4200) chk# 72435		570 05	6,859 15
10/01/01	chk# 72435		17,246 86	-10,387 71
10/22/01	SUITE SIGN	159 00		-10,228 71
11/01/01	Rent	5,167 53		-5,061 18
11/01/01	(68-4200) BASE RENT (11/01)	5,167 53		106 35

CONTINUED

Tenant Ledger

ALLEGIANCE TELECOM
9201 North Central Expressway
Dallas, TX 75231

Date 11/25/03
 Tenant Code 68-4000
 Property 68
 Unit 4000
 Status Current
 Rent 5,467 09
 Deposit 13,534 73
 Move In Date 06/18/01
 Move Out Date
 Due Day 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			106 35
11/01/01	(68-4200) SALES TAX (11/01)	310 05		416 40
11/01/01	(68-4200) ESCALATION (11/01)	3,610 57		4,026 97
11/01/01	(68-4200) SALES TAX (11/01)	216 63		4,243 60
11/02/01	chk# 75674		9,419 26	-5,175 66
12/01/01	Rent	5,167 53		-8 13
12/01/01	(68-4200) BASE RENT (12/01)	5,167 53		5,159 40
12/01/01	(68-4200) SALES TAX (12/01)	310 05		5,469 45
12/01/01	(68-4200) ESCALATION (12/01)	3,610 57		9,080 02
12/01/01	(68-4200) SALES TAX (12/01)	216 63		9,296 65
12/04/01	chk# 78484		9,463 78	-167 13
12/28/01	chk# 81260		9,304 78	-9,471 91
01/01/02	BASE RENT (01/02)	5,167 53		-4,304 38
01/01/02	SALES TAX (01/02)	310 05		-3,994 33
01/01/02	ESCALATION (01/02)	3,610 57		-383 76
01/01/02	SALES TAX (01/02)	216 63		-167 13
01/21/02	TENANT FINISH OUT FOR WORK AUTHORIZATIO	906 55		739 42
01/21/02	MANAGEMENT FEE FOR WORK AUTHORIZATIO	45 33		784 75
01/28/02	chk# 83692		9,304 78	-8,520 03
02/01/02	BASE RENT (02/02)	5,167 53		-3,352 50
02/01/02	SALES TAX (02/02)	310 05		-3,042 45
02/01/02	ESCALATION (02/02)	3,610 57		568 12
02/01/02	SALES TAX (02/02)	216 63		784 75
03/01/02	BASE RENT (03/02)	5,167 53		5,952 28
03/01/02	SALES TAX (03/02)	310 05		6,262 33
03/01/02	ESCALATION (03/02)	3,610 57		9,872 90
03/01/02	SALES TAX (03/02)	216 63		10,089 53
03/01/02	chk# 86651		9,304 78	784 75
03/29/02	chk# 90112 Paid old esc and old esc tax only		9,304 78	-8 520 03
04/01/02	ESCALATION - PRIOR YEAR	291 96		-8,228 07
04/01/02	SALES TAX on 2001 prior year escalation	17 52		-8,210 55
04/01/02	ESCALATION Jan - Mar 2002	449 34		-7 761 21
04/01/02	SALES TAX on 2002 Jan - Mar escalation	26 96		-7,734 25
04/01/02	BASE RENT (04/02)	5,167 53		-2,566 72
04/01/02	SALES TAX (04/02)	310 05		-2,256 67
04/01/02	ESCALATION (04/02)	3,760 35		1,503 68

CONTINUED

Tenant Ledger

ALLEGIANCE TELECOM
9201 North Central Expressway
Dallas, TX 75231

Date 11/25/03
 Tenant Code 68-4000
 Property 68
 Unit 4000
 Status Current
 Rent 5,467 09
 Deposit 13,534 73
 Move In Date 06/18/01
 Move Out Date
 Due Day 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			1,503 68
04/01/02	SALES TAX (04/02)	225 62		1,729 30
04/26/02	chk# 092877		10,408 10	-8,678 80
04/29/02	chk# 092876		951 88	-9,630 68
05/01/02	Install dedicated circuit/power to panel	440 00		-9,190 68
05/01/02	Administrative fee on circuit	66 00		-9,124 68
05/01/02	BASE RENT (05/02)	5,167 53		-3,957 15
05/01/02	SALES TAX (05/02)	310 05		-3,647 10
05/01/02	ESCALATION (05/02)	3,760 35		113 25
05/01/02	SALES TAX (05/02)	225 62		338 87
05/31/02	chk# 96221		9,463 55	-9,124 68
06/01/02	(68-4200) LATE CHARGE-RECEIVED 4/29	11 28		-9,113 40
06/01/02	BASE RENT (06/02)	5,317 31		-3,796 09
06/01/02	SALES TAX (06/02)	319 04		-3,477 05
06/01/02	ESCALATION (06/02)	3,760 35		283 30
06/01/02	SALES TAX (06/02)	225 62		508 92
06/24/02	(68-4200) LATE CHARGE-MAY 2002	34 36		543 28
06/28/02	chk# 99230		9,781 09	-9,237 81
07/01/02	BASE RENT (07/02)	5,317 31		-3,920 50
07/01/02	SALES TAX (07/02)	319 04		-3,601 46
07/01/02	ESCALATION (07/02)	3,760 35		158 89
07/01/02	SALES TAX (07/02)	225 62		384 51
07/25/02	chk# 102511		10,006 83	-9,622 32
08/01/02	BASE RENT (08/02)	5,317 31		-4,305 01
08/01/02	SALES TAX (08/02)	319 04		-3,985 97
08/01/02	ESCALATION (08/02)	3,760 35		-225 62
08/01/02	SALES TAX (08/02)	225 62		0 00
08/29/02	chk# 105827		9,622 32	-9,622 32
09/01/02	BASE RENT (09/02)	5,317 31		-4,305 01
09/01/02	SALES TAX (09/02)	319 04		-3,985 97
09/01/02	ESCALATION (09/02)	3,760 35		-225 62
09/01/02	SALES TAX (09/02)	225 62		0 00
09/26/02	chk# 109214		9,622 32	-9,622 32
10/01/02	BASE RENT (10/02)	5,317 31		-4,305 01
10/01/02	SALES TAX (10/02)	319 04		-3,985 97
10/01/02	ESCALATION (10/02)	3,760 35		-225 62

CONTINUED

Tenant Ledger

ALLEGIANCE TELECOM
9201 North Central Expressway
Dallas, TX 75231

Date 11/25/03
 Tenant Code 68-4000
 Property 68
 Unit 4000
 Status Current
 Rent 5,467 09
 Deposit 13,534 73
 Move In Date 06/18/01
 Move Out Date
 Due Day 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			-225 62
10/01/02	SALES TAX (10/02)	225 62		0 00
10/28/02	chk# 112597		9,622 32	-9,622 32
11/01/02	BASE RENT (11/02)	5,317 31		-4,305 01
11/01/02	SALES TAX (11/02)	319 04		-3,985 97
11/01/02	ESCALATION (11/02)	3,760 35		-225 62
11/01/02	SALES TAX (11/02)	225 62		0 00
12/01/02	BASE RENT (12/02)	5,317 31		5,317 31
12/01/02	SALES TAX (12/02)	319 04		5,636 35
12/01/02	ESCALATION (12/02)	3,760 35		9,396 70
12/01/02	SALES TAX (12/02)	225 62		9,622 32
12/02/02	chk# 116058		9,622 32	0 00
12/30/02	chk# 119071		9,622 32	-9,622 32
01/01/03	BASE RENT (01/03)	5,317 31		-4,305 01
01/01/03	SALES TAX (01/03)	319 04		-3,985 97
01/01/03	ESCALATION (01/03)	3,760 35		-225 62
01/01/03	SALES TAX (01/03)	225 62		0 00
01/31/03	chk# 121637		9,622 32	-9,622 32
02/01/03	Keys (2)	16 10		-9,606 22
02/01/03	Sales Tax on Keys	0 97		-9,605 25
02/01/03	BASE RENT (02/03)	5,317 31		-4,287 94
02/01/03	SALES TAX (02/03)	319 04		-3,968 90
02/01/03	ESCALATION (02/03)	3,760 35		-208 55
02/01/03	SALES TAX (02/03)	225 62		17 07
03/01/03	BASE RENT (03/03)	5,317 31		5,334 38
03/01/03	SALES TAX (03/03)	319 04		5,653 42
03/01/03	ESCALATION (03/03)	3,760 35		9,413 77
03/01/03	SALES TAX (03/03)	225 62		9,639 39
03/03/03	chk# 124558		9,639 39	0 00
03/31/03	chk# 127063		9,622 32	-9,622 32
04/01/03	BASE RENT (04/03)	5,317 31		-4,305 01
04/01/03	SALES TAX (04/03)	319 04		-3,985 97
04/01/03	ESCALATION (04/03)	3,760 35		-225 62
04/01/03	SALES TAX (04/03)	225 62		0 00
05/01/03	ESCALATION - PRIOR YEAR	3,121 80		3,121 80
05/01/03	SALES TAX	187 31		3,309 11

CONTINUED

Tenant Ledger

ALLEGIANCE TELECOM
9201 North Central Expressway
Dallas, TX 75231

Date 11/25/03
 Tenant Code 68-4000
 Property 68
 Unit 4000
 Status Current
 Rent 5,467 09
 Deposit 13,534 73
 Move In Date 06/18/01
 Move Out Date
 Due Day 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			3,309 11
05/01/03	BASE RENT (05/03)	5,317 31		8,626 42
05/01/03	SALES TAX (05/03)	319 04		8,945 46
05/01/03	ESCALATION (05/03)	3,346 48		12,291 94
05/01/03	SALES TAX (05/03)	200 79		12,492 73
05/01/03	ESCALATION (05/03)	946 00		13,438 73
05/01/03	SALES TAX (05/03)	56 76		13,495 49
05/01/03	UTILITY INCOME (05/03)	693 73		14,189 22
05/01/03	UTILITY INCOME (05/03)	173 43		14,362 65
05/06/03	chk# 130557		9,622 32	4,740 33
06/01/03	BASE RENT (06/03)	5,467 09		10,207 42
06/01/03	SALES TAX (06/03)	328 03		10,535 45
06/01/03	ESCALATION (06/03)	3,346 48		13,881 93
06/01/03	SALES TAX (06/03)	200 79		14,082 72
06/01/03	UTILITY INCOME (06/03)	693 73		14,776 45
06/01/03	LATE CHARGE (May)	7 08		14,783 53
06/16/03	chk# 133376		10,206 85	4,576 68
07/01/03	After-hrs Access Cards (2)	34 50		4,611 18
07/01/03	Sales Tax on Cards	2 07		4,613 25
07/01/03	BASE RENT (07/03)	5,467 09		10,080 34
07/01/03	SALES TAX (07/03)	328 03		10,408 37
07/01/03	ESCALATION (07/03)	3,346 48		13,754 85
07/01/03	SALES TAX (07/03)	200 79		13,955 64
07/01/03	UTILITY INCOME (07/03)	693 73		14,649 37
07/01/03	Late Charge, June (10%)	1,477 65		16,127 02
07/01/03	Late Charge, June (11 days)	80 19		16,207 21
07/01/03	Late Charge, May (10%)	1,477 65		17,684 86
07/08/03	Erroneous Late Charges, June	-1,557 84		16,127 02
07/08/03	Late Charge, June (10%)	1,612 70		17,739 72
07/08/03	Late Charge, June (11 days)	87 45		17,827 17
07/10/03	chk# 135283		9,342 39	8,484 78
08/01/03	Late Charge, 10%, July	1,464 94		9,949 72
08/01/03	Late Charge, 4 days, July	28 88		9,978 60
08/01/03	BASE RENT (08/03)	5,467 09		15,445 69
08/01/03	SALES TAX (08/03)	328 03		15,773 72
08/01/03	ESCALATION (08/03)	3,346 48		19,120 20

CONTINUED

Tenant Ledger

ALLEGIANCE TELECOM
9201 North Central Expressway
Dallas, TX 75231

Date 11/25/03
 Tenant Code 68-4000
 Property 68
 Unit 4000
 Status Current
 Rent 5,467 09
 Deposit 13,534 73
 Move In Date 06/18/01
 Move Out Date
 Due Day 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			19,120 20
08/01/03	SALES TAX (08/03)	200 79		19,320 99
08/01/03	UTILITY INCOME (08/03)	693 73		20,014 72
08/04/03	chk# 137429		10,036 12	9,978 60
09/01/03	Keys (2)	16 10		9,994 70
09/01/03	Salaes Tax on Keys	0 84		9,995 54
09/01/03	BASE RENT (09/03)	5,467 09		15,462 63
09/01/03	SALES TAX (09/03)	328 03		15,790 66
09/01/03	ESCALATION (09/03)	3,346 48		19,137 14
09/01/03	SALES TAX (09/03)	200 79		19,337 93
09/01/03	UTILITY INCOME (09/03)	693 73		20,031 66
09/03/03	chk# 139844		10,072 69	9 958 97
09/30/03	chk# 141789		10,053 06	-94 09
10/01/03	BASE RENT (10/03)	5,467 09		5,373 00
10/01/03	SALES TAX (10/03)	328 03		5,701 03
10/01/03	ESCALATION (10/03)	3,346 48		9,047 51
10/01/03	SALES TAX (10/03)	200 79		9,248 30
10/01/03	UTILITY INCOME (10/03)	693 73		9,942 03
10/31/03	chk# 143838		10,036 12	-94 09
11/01/03	BASE RENT (11/03)	5,467 09		5,373 00
11/01/03	SALES TAX (11/03)	328 03		5,701 03
11/01/03	ESCALATION (11/03)	3,346 48		9,047 51
11/01/03	SALES TAX (11/03)	200 79		9,248 30
11/01/03	UTILITY INCOME (11/03)	693 73		9,942 03
12/01/03	BASE RENT (12/03)	5,467 09		15,409 12
12/01/03	SALES TAX (12/03)	328 03		15,737 15
12/01/03	ESCALATION (12/03)	3,346 48		19,083 63
12/01/03	SALES TAX (12/03)	200 79		19,284 42
12/01/03	UTILITY INCOME (12/03)	693 73		19,978 15

Current	30 Days	60 Days	90 Days	Amount Due
9,942 03	0 00	0 00	0 00	19,978 15

**LEASE AGREEMENT
BETWEEN**

**GAEDEKE HOLDINGS, LTD
a Texas Limited Partnership
("LANDLORD")**

AND

ALLEGIANCE TELECOM OF FLORIDA, INC

**a Delaware corporation
("TENANT")**

**THE 2101 BUILDING
2101 West Commercial Boulevard
Fort Lauderdale, Florida 33309**

**BASIC LEASING INFORMATION
2101 BUILDING**

LEASE DATE	February 24, 2001		
TENANT	Allegiance Telecom of Florida, Inc , a Delaware corporation		
ADDRESS OF TENANT	700 East Butterfield Road, Suite 400, Lombard, Illinois 60148		
TENANT'S CONTACT	Attn Real Estate Department TELEPHONE (630) 522-5215		
LANDLORD	GAEDEKE HOLDINGS, LTD , a Texas limited partnership		
ADDRESS OF LANDLORD	2101 West Commercial Boulevard Fort Lauderdale, Florida 33309		
LANDLORD'S CONTACT	Ms Barbara Graw, Property Manager TELEPHONE(561) 241-7588		
DEMISED PREMISES	Suite No 4000, which is located in the office building which has been constructed, and known as the 2101 BUILDING (the "Building"), located at 2101 West Commercial Blvd , Fort Lauderdale, FL 33309		
LEASE TERM	Six (6) years		
TARGET DATE	July 1, 2001		
BASE RENT	<u>YEAR</u>	<u>SQUARE FOOT</u>	<u>BASE MONTHLY* RENTAL RATE</u> <u>BASE ANNUAL* RENTAL RATE</u>
	1	\$13 11	\$5,167 53 \$62,010 30
	2	\$13 49	\$5,317 31 \$63,807 70
	3	\$13 87	\$5,467 09 \$65,605 10
	4	\$14 27	\$5,624 76 \$67,497 10
	5	\$14 68	\$5,786 37 \$69,436 40
	6	\$15 10	\$5,951 92 \$71,423 00
	*plus applicable sales tax		
ADDITIONAL RENT	Currently estimated to be approximately \$9 05 per rentable square foot per year (plus applicable sales tax), subject to decrease/increase/adjustment as provided within the Lease		
TENANT'S PROPOR-TIONATE SHARE	4 98%		
SECURITY DEPOSIT	\$8,734 73 due and payable upon execution of the Lease		
PREPAID RENT/ INITIAL PAYMENT	\$9,258 81 due and payable upon execution of the Lease		
RENTABLE SQUARE FEET IN THE BUILDING (RSF)	94,980 RSF**		
RENTABLE SQUARE FEET (DEMISED PREMISES)	4,730 RSF**		
PERMITTED USE	General Office		
OPTION TO RENEW	One (1) Additional three (3) year term (36 months)		
EXPANSION RIGHT/ CONTIGUOUS PREMISES	Right of First Refusal for Suite # 4500 of 8,353 square feet		
BROKER(S)	CB Richard Ellis & Partners National Real Estate Group, Inc		
GUARANTOR	Allegiance Telecom, Inc , a Delaware corporation		
PARKING SPACES	Twenty (20) non-reserved parking spaces in Parking Area at no charge Such non-reserved parking spaces are allotted at a rate of four (4) spaces per 1 000 rentable square feet In addition		

The foregoing Basic Lease Information hereby incorporated into and made a part of the Lease identified hereinabove. Each reference in the Lease to any of the information and definitions set forth in the Basic Lease Information shall mean and refer to the information and definitions hereinabove set forth and shall be used in conjunction with and limited by all references thereto in the provisions of the Lease. In the event of any conflict between any Basic Lease Information and the Lease, the Lease shall control.

****Building measurements based on modified BOMA Standards, multi-tenant loss factor of 15%**

INDEX

<u>Paragraph</u>	<u>Subject</u>	<u>Page</u>
1	DEFINED TERMS	1
1 2	LEASED PREMISES	1
2	TERM.	1
3.	COMPLETION OF LEASED PREMISES	2
4	BASE RENT	2
5	ADDITIONAL RENT.. . . .	3
6	TRIPLE NET LEASE	7
7	TIME OF PAYMENT7
8	SECURITY DEPOSIT	7
9	ACCORD AND SATISFACTION	8
10	USE	8
11	QUIET ENJOYMENT.	8
12	INSURANCE PREMIUMS.	8
13	RULES AND REGULATIONS	8
14	GOVERNMENTAL REQUIREMENTS	9
15	SERVICES AND UTILITIES	9
16	LEASEHOLD WORK	10
17	REPAIR OF LEASED PREMISES/ALTERATION TO PROJECT	10
18	INDEMNIFICATION AGAINST LIENS	11
19	PARKING	12
20	ESTOPPEL STATEMENT	12
21	SUBORDINATION OF LEASE	12
22	ATTORNMEN T	12
23	ASSIGNMENT OR SUBLETTING	13
24	SUCCESSORS AND ASSIGNS	13
25	HOLD HARMLESS OF LANDLORD	13

32	DEFAULT	16
33	REMEDIES OF LANDLORD	16
34	INTENTIONALLY OMITTED . .	17
35	WAIVER OF DEFAULT	18
36	RIGHT OF ENTRY	18
37	NOTICE	18
38	COMMON AREAS AND PARKING FACILITIES	18
39	CONDITION OF PREMISES ON TERMINATION OF LEASE AND HOLDING OVER	19
40	OPTION TO RENEW	19
41.	OCCUPANCY TAX	21
42	SIGNS	21
43	TRIAL BY JURY	21
44	INTENTIONALLY OMITTED	21
45	INTENTIONALLY OMITTED.	21
46	TENANT'S EXPANSION RIGHT.. . . .	21
47	INVALIDITY OF PROVISION	22
48	TIME OF THE ESSENCE	22
49	MISCELLANEOUS	22
50	EFFECTIVE DATE	22
51	ENTIRE AGREEMENT	22
52	MEMORANDUM OF LEASE	22
53	BROKERAGE	22
54.	BROKER DISCLOSURE	23
55	INTENTIONALLY OMITTED	23
56	FORCE MAJEURE	23
57	HAZARDOUS WASTE	23
58	RADON	24

INDEX CONTINUED

EXHIBIT "A"	Floor Plan
EXHIBIT "B"	Landlord's Work
EXHIBIT "C"	Rules and Regulations
EXHIBIT "D"	Parking Agreement
EXHIBIT "E"	Additional Space, Contiguous Premises

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the ____ day of _____, 2001 by and between **GAEDEKE HOLDINGS, LTD**, a Texas Limited Partnership ("**Landlord**"), whose address is 2101 West Commercial Boulevard, Fort Lauderdale, Florida, 33309, and **ALLEGIANCE TELECOM COMPANY WORLDWIDE** ("**Tenant**"), whose address is 700 East Butterfield Road, Suite 400, Lombard, Illinois 60148

W I T N E S S E T H

1 1 Defined Terms

(1) Leased Premises and Project Suite No 4000 (the "Leased Premises") in the "Building" (as that term is hereafter defined) The Leased Premises is in a center now known as "The 2101 Building" located at 2101 West Commercial Boulevard, Fort Lauderdale, Florida, which is comprised of, but is not limited to, a 5-story office building (the "Building") and Parking Facilities (as defined below), all of which collectively together with all ancillary improvements appurtenant thereto shall hereafter be called the "Project "

(2) Leased Premises Completion Date If Landlord's Work (as defined below) is required to be performed by Landlord pursuant to this Lease, the date that Landlord's Work is complete (except for punchlist items) (the "Leased Premises Completion Date"), provided, however, that Landlord shall have provided Tenant with at least fifteen (15) days prior notice of the Leased Premises Completion Date and provided Tenant with access to the Leased Premises for installation of phone and data cabling, furniture and other equipment

(3) Business Hours "Business Hours" of the Project shall mean Monday through Friday from 8 00 a m to 6 00 p m , and Saturday from 8 00 A M to 12 00 P M , except on New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King's Birthday and any other national legal holiday which may be established

1 2 Leased Premises Subject to and upon the terms, pro-visions, covenants and conditions hereinafter set forth, and in consideration of their respective duties, covenants and obligations hereunder, Landlord does hereby lease, demise and let to Tenant and Tenant does hereby lease, demise and let from Landlord those certain premises (the "Leased Premises") located in the Project, as further identified in paragraph 1 1(1) of this Lease and as reflected on the floor plan attached as Exhibit "A" and by this reference made a part of this Lease

The rentable area (the "Rentable Area") of the Leased Premises (which includes a portion of hallways, restrooms, shafts, ducts, electrical, janitorial and telephone closets, elevators, lobbies and other such "Common Areas" as hereinafter defined) is hereby mutually agreed to by the parties to be, for all purposes, as shown in the Basic Leasing Information of this Lease, whether the same should be more or less as a result of minor variations resulting from actual construction and, if applicable, completion of the Leased Premises by Landlord for occupancy so long as such work is done substantially in accordance with the approved plans The Rentable Area of the Project is hereby stipulated and mutually agreed to by the parties to be, for all purposes, to be that shown in the Basic Leasing Information, subject to Paragraph 17 below This Lease does not grant to Tenant or any other third party any right to light or air over or about the Leased Premises

(11) the Leased Premises Completion Date stated in paragraph 1 1(2) of this Lease, or

2 2 Upon the request of Landlord, Tenant shall join in the execution of an agreement stipulating the Commencement Date and the date upon which this Lease is scheduled to terminate

2 3 If the occurrence of any condition set forth in subparagraph 2 1 above shall be delayed due to any act or omission of Tenant, the Leased Premises shall be deemed ready for occupancy, and the Commencement Date shall occur, on the date when said condition would have been met but for such delay

2 4 Taking possession of the Leased Premises by Tenant shall be conclusive evidence as against Tenant that the Leased Premises were in good and satisfactory condition when possession was so taken (subject only to punchlist items, if any, latent defects and Landlord's maintenance and repair obligations as set forth elsewhere in this Lease)

3 **Completion of Leased Premises** Landlord agrees to perform work, if any ("Landlord's Work"), in the Leased Premises in substantial accordance with the provisions of Exhibit "B" attached to and made a part of this Lease. If Landlord is to perform Landlord's Work, Landlord shall attempt to complete Landlord's Work by the Target Date (the "Target Date") which is shown in the Basic Leasing Information of this Lease. Landlord's failure, however, to complete Landlord's Work shall not render Landlord liable to Tenant, but failure by Landlord to complete Landlord's Work within ninety (90) days after the Target Date (subject to any extensions of time pursuant to Paragraphs 29 and 30 of this Lease or attributable to delays caused by any action or inaction of Tenant) shall entitle Tenant to cancel this Lease by sending Landlord written notice of said cancellation. Landlord's obligation as to work to be performed for Tenant, if any, is solely as set forth in Exhibit "B"

4 **Base Rent** Tenant agrees to pay to Landlord without notice an annual "Base Rent". The Base Rent will be payable at the annual rate shown in the Basic Leasing Information of this Lease without any offset, defense or deduction whatsoever, in lawful (legal tender for public or private debts) money of the United States of America, at Landlord's address or elsewhere as designated from time to time by Landlord's written notice to Tenant. The Base Rent will be adjusted for increases as set forth within the Basic Leasing Information of this Lease.

Landlord, upon execution of this Lease by Landlord and Tenant, hereby acknowledges payment by Tenant of the "Initial Payment" as shown in the Basic Leasing Information of this Lease, representing payment of the monthly installment(s) of annual Base Rent and Additional Rent (as hereafter defined), together with the sales tax thereon. The total Base Rent is payable in monthly installments on the first day of each calendar month. If the Term commences on any day of a month other than the first day, Tenant shall pay Landlord the full monthly Base Rent as provided for herein for such commencement month, and thereafter the sum which should have actually been paid for said first month shall be calculated on a pro rata basis (such proration to be based on the actual number of days in the commencement month), and the difference shall be credited as a reduction in the next month's installment of annual Base Rent to be paid by Tenant hereunder on the first day of the next succeeding month. Base Rent for any partial month of occupancy at the end of the Term of this Lease will be prorated, such proration to be based on the actual number of days in the partial month.

In addition to Base Rent, Tenant shall and hereby agrees to pay to Landlord on the first day of each calendar month a sum equal to any sales tax, tax on rentals, and any other

owed to Landlord pursuant to the terms of this Lease within five (5) days after accrual thereof or billing therefor, there will be added to such unpaid sum a late charge equal to ten percent (10%) of the installment or sum due, in order to defray the costs to Landlord for additional administrative expenses incurred as a result of such late payments. Landlord shall provide notice of the imposition of late fees and interest provided, however, the failure of Landlord to provide such notice shall not in any way postpone the imposition of such fees and interest nor act as a waiver of Landlord's right to do so. For all purposes of this Lease, the term "Rent" shall include all Base Rent, charges or impositions thereon, Additional Rent (as defined below), adjustments to Rent and any and all other payments due or which may become due from Tenant to Landlord hereunder. Interest will be computed at the maximum legal rate (the "Default Rate") and will be deemed to accrue from the fifth (5th) day after such written notice of delinquency and shall continue to accrue for as long as the sum remains unpaid. Provided, however, this provision shall not be construed as requiring Landlord to accept any late payment of Rent or as a waiver of any of Landlord's rights or remedies by virtue of Tenant's not making timely payment of Rent hereunder, and Landlord's acceptance of late Rent and such interest shall not be construed as constituting a waiver by Landlord of any rights or remedies available to it in the event that Rent is not timely paid by Tenant on any one or more future occasions, including declaring Tenant in default under this Lease and pursuing all remedies available to it arising from such default.

The Base Rent as specified in the Basic Leasing Information of this Lease will increase annually on each yearly anniversary of the Lease Term as stated therein.

Tenant by acceptance and execution of this Lease shall be deemed to have agreed to and received notice of the Annual Base Rent for each year of the Lease Term. Landlord shall not be required to provide notice of the new Base Rent, and Tenant must pay Landlord the current monthly payment of Base Rent, in accordance with the schedule set forth in the Basic Leasing Information.

5 Additional Rent

(A) In addition to the Base Rent, Tenant shall, during each year, or portion of a year, pay to Landlord as "Additional Rent" the "Tenant's Proportionate Share" (as defined below) of the "Operating Expenses" (as defined below) and "Taxes" (as defined below) for the applicable year. As used herein, the term

(i) "Tenant's Proportionate Share" shall mean the percentage which the Rentable Area then leased by Tenant in the Project bears to the total Rentable Area contained in the Project which share is hereby agreed to be the percentage shown in the Basic Leasing Information of this Lease, subject to changes in the Rentable Area of the Project as described in paragraph 1.2 above.

(ii) "Operating Expenses" shall mean all reasonable expenses, costs and disbursements, of every kind and nature, which Landlord shall pay or become obligated to pay because of or in connection with the ownership, maintenance and/or operation of the Project computed on the accrual basis, but shall not include Taxes (as defined below), the cost of mortgage financing, individual tenant improvements, or the replacement of capital investment items and new capital improvements unless such items and/or improvements result in the operating cost of the Project being decreased, in which latter event the cost of said capital investment item or new capital improvement shall be included by spreading it over the period necessary to recover the cost of such improvements.

(b) All costs, supplies and materials used or incurred in the operation, repair and maintenance of the Project

(c) Cost of all utilities, including, but not limited to, water, sewer, electricity, gas and fuel oil used by or in the Project which are not billed directly to tenants

(d) Cost of Project management, management fees, janitorial services, accounting and legal services, security services, trash and garbage removal, operating, servicing and maintenance of all systems and equipment including, but not limited to, elevators, plumbing, heating, air conditioning, ventilating, lighting, electrical, security and fire alarms, fire pumps, fire extinguishers and hose cabinets, mail chutes, guard service, painting, window cleaning, landscaping and gardening

(e) Cost of casualty and liability insurance applicable to the Project and Landlord's personal property used in connection therewith, except to the extent same is specifically paid by Tenant or other tenants in the Project

Operating Expenses chargeable to Tenant shall not include

(1) any cost or expense to the extent to which Landlord is paid or reimbursed or is entitled to payment or reimbursement from any person (other than as a payment for Operating Expenses), including but not necessarily limited to, (A) work or service performed for any tenant (including Tenant) at such tenant's cost, (B) the cost of any item for which Landlord is, or is entitled to be, paid or reimbursed by insurance proceeds, warranties, service contracts, condemnation proceeds or otherwise, (C) increased insurance or taxes assessed specifically to any tenant of the Building, (D) charges (including applicable taxes) for heat, air conditioning, electricity, water or other utilities for which Landlord is entitled to direct reimbursement from any tenant, and (E) the cost of items furnished to a tenant to a materially greater extent or in a materially more favorable manner than that furnished generally to the tenants and other occupants of the Building (including Tenant),

(2) the cost of installing, operating and maintaining any special facilities, such as an observatory, cafeteria, luncheon club, athletic club, locker room, showers, conference center or other similar facilities,

(3) the cost of correcting initial defects in the design, construction or equipment of the building or any latent defect in the Building discovered during the Term of this Lease,

(4) salaries and bonuses of any employee of Landlord above the level of Building manager,

(5) Management fees for the Building in excess of the market rate of management fees for similar class office buildings in Ft Lauderdale, Florida,

(6) rents of imputed rents for a management office in the Building in excess of the market rate of rents for similar class office buildings in Ft Lauderdale, Florida,

brokerage commissions, finders fees, attorneys' fees and expenses, entertainment costs, travel expenses and advertising and production costs,

(11) any cost included in Operating Expenses representing an amount paid to a person, firm, corporation or other entity related to Landlord which is in excess of the amount which would have been paid on an arms length basis in the absence of such relationship,

(12) any costs of painting or decorating of any interior parts of the Building other than the Building's common areas,

(13) Landlord's general overhead except as it relates specifically to the actual management of the Building,

(14) attorneys' fees, costs and other expenditures incurred in connection with leasing of premises in the Building, leasing disputes with tenants or occupants of the Building or with other third persons and/or claims by such tenants or occupants or third parties,

(15) the cost of any repairs, alterations, additions, improvements, changes, replacements or other items which under generally accepted accounting principles are properly classified as capital expenses, excepted to extent provided above,

(16) lease payments for rental equipment (other than equipment for which depreciation is properly chargeable as Operating Expenses) which would constitute a capital expenditure if the equipment were purchased,

(17) the cost of acquiring sculptures, paintings and other objects of art,

(18) the cost of curing any violation of any law, ordinance or regulation applicable to the Building or of remediating any existing environmental condition, including the removal of, or other steps taken with respect to, asbestos located in the Building, unless such condition was caused by Tenant, or unless such condition becomes a violation due to a change in any law or regulation,

(19) any late fees, fines or penalties incurred by Landlord,

Notwithstanding any other provision herein to the contrary, it is agreed that in the event the Project is less than ninety-five percent (95%) occupied during any partial year or any full calendar year for which Operating Expenses are to be calculated, an adjustment shall be made in computing the Operating Expenses which vary with the level of occupancy for such year to compensate for any vacancies in the Project for such year so that the Operating Expenses which vary with the level of occupancy for such year shall assume a ninety-five percent (95%) occupancy for the Project for a full year and shall include, (1) those Operating Expenses which vary with the level of occupancy actually incurred during such year and (2) sums needed to compensate for vacancies in the Project for such year

(iii) "Taxes" shall mean all impositions, taxes, user fees, assessments (special or otherwise), and other govern-mental liens or charges of any and every kind, nature and sort whatsoever, ordinary and extraordinary, foreseen and unforeseen, and substitutes therefor, including all taxes whatsoever (except only those taxes assessed on the

estate tax", "sales tax" (except to the extent already paid by Tenant or other tenants in the Project), "rental tax", "excise tax", "business tax", or designated in any other manner

Landlord agrees to maintain accounting books and records reflecting the Operating Expenses of the Project in accordance with generally accepted accounting principles. Landlord shall notify Tenant within a reasonable time after the start of each calendar year during the Term of this Lease (or, for the first year, within a reasonable time after this Lease is executed, unless otherwise indicated) of the amount which Landlord estimates (as evidenced by budgets prepared by or on behalf of Landlord) will be the amount of Tenant's Proportionate Share of Operating Expenses and Taxes for the then current calendar year. Tenant shall pay any sum attributable to prior months for the then current calendar year within thirty (30) days after receipt of said notice and the prospective balance of such sums in advance to Landlord in equal monthly installments, over the balance of the current calendar year, on the first day of each said month commencing on the first day of the first month following Tenant's receipt of such notification.

Within a reasonable time after the end of each calendar year during the Term (and in any event within three (3) months after the end of each Calendar Year) to Landlord shall submit to Tenant a statement showing the actual amount which should have been paid by Tenant as Additional Rent pursuant to this Paragraph 5(A) for the past calendar year, the amount actually paid during that calendar year by Tenant and the amount of the resulting balance due thereon, or overpayment thereof, as the case may be. Within sixty (60) days after receipt by Tenant of this statement, Tenant shall have the right in person to inspect Landlord's books and records, at Landlord's office, during normal business hours, after five (5) days prior written notice, showing the Operating Expenses and Taxes for the Project for the calendar year covered by said statement. This statement shall become final and conclusive between the parties, their successors and assigns as to the matters set forth therein unless Landlord receives written objections with respect thereto within this sixty (60) day period. Any balance shown to be due pursuant to said statement, whether or not objected to by Tenant, shall be paid by Tenant to Landlord within thirty (30) days following Tenant's receipt thereof and any overpayment shall be immediately credited against Rent next becoming due or, if by reason of any termination of this Lease no such future obligation exists, promptly refunded to Tenant. Anything in this Lease to the contrary notwithstanding, Tenant shall not delay or withhold payment of any balance shown to be due pursuant to a statement rendered by Landlord to Tenant, pursuant to the terms hereof, because of any objection which Tenant may raise with respect to the statement and Landlord shall immediately credit any overpayment found to be owing to Tenant against Rent next becoming due upon the resolution of said objection or, if at the time of the resolution of said objection the Lease Term has expired, immediately refund to Tenant any overpayment found to be owing to Tenant. Tenant shall be responsible for the cost of such review or audit of Landlord's books and records, unless however, the review or audit uncovers an error in excess of seven percent (7%) or more of the Operating Expenses charged to Tenant, in which event Landlord shall be responsible for the reasonable cost of such review and audit.

(B) Additional Rent, due by reason of the provisions of subparagraph 5(A) and this subparagraph 5(B) for the final months of this Lease is due and payable even though it may not be calculated until subsequent to the termination date of the Lease, the Operating Expenses and Taxes for the calendar year during which the Lease commences and terminates shall be prorated according to that portion of the calendar year that this Lease was actually in effect. Tenant expressly agrees that Landlord, at Landlord's sole discretion, may apply the Security Deposit specified in Paragraph 8 of this Lease in full or partial satisfaction of any Additional Rent due for the final months of this Lease by reason of the provisions of Paragraph 5(A) and this Paragraph 5(B). If the Security Deposit is greater than the amount of any such Additional Rent and there are no other sums or amounts owed Landlord by Tenant by reason of any other terms, provisions, covenants or conditions of this Lease, then Landlord shall refund the balance of the Security

6 **Triple Net Lease** It is the purpose and intent of Landlord and Tenant that the Rent herein reserved shall be absolutely net to Landlord so that this Lease shall, except as may be provided in this Lease to the contrary, yield net to Landlord the Base Annual Rent to be paid in each year during the term of this Lease, and that, except as set forth herein, all costs and expenses including, but not limited to, taxes, insurance, utilities, maintenance, repairs and obligations of every kind or nature whatsoever relating to the Leased Premises (Tenant's proportionate share of the Project and the buildings and improvements thereon) which may arise or become due during the term of this Lease, shall be reimbursed Tenant and that Landlord shall be indemnified and saved harmless by Tenant from and against the same

7 **Time of Payment** Tenant agrees that Tenant will promptly pay any and all Rent due hereunder, at the times and place stated above, that Tenant will promptly pay charges for work performed on order of Tenant, and any other charges that accrue under this Lease, and that, if any part of the Rent or above mentioned charges shall remain due and unpaid for five (5) days after the same shall become due and payable and after notice to Tenant in accordance with Paragraph 33 hereof, Landlord shall have the option (in addition to all other rights and remedies available to it by law and in equity and under this Lease) of declaring the balance of the entire Base Rent for the entire Term of this Lease to be immediately due and payable, and Landlord may then proceed to collect all of the unpaid Base Rent called for by this Lease by distress or otherwise

Notwithstanding anything contained herein to the contrary, Tenant shall be granted two (2) grace periods in which Landlord agrees to provide to Tenant notice and opportunity to cure prior to any exercise of its acceleration rights during the term of the Lease in the event Rent remains unpaid past the time period at which Rent is due and payable. In the event Rent remains unpaid five (5) days after the date due, Landlord shall notify Tenant and Tenant shall have five (5) days from the date of such notice to cure such default. Failure of Tenant to cure the default within the time prescribed herein shall entitle Landlord to exercise all of its rights and remedies hereunder. Should Tenant default in the timely payment hereunder in excess of the two (2) permitted grace periods, Landlord shall not be required to provide any additional notice to Tenant and shall have the right to immediately institute all rights and remedies hereunder including, but not limited to, acceleration of all Rent due under the Lease.

8 **Security Deposit** Tenant, concurrently with the execution of this Lease, has deposited with Landlord the sum shown under the Basic Leasing Information of this Lease as the "Security Deposit" (the "Security Deposit"), the receipt of which is hereby acknowledged by Landlord, which sum shall be retained by Landlord as security for the payment by Tenant of the Rent and all other payments herein agreed to be paid by Tenant, and for the faithful performance by Tenant of the terms, provisions, covenants and conditions of this Lease. It is agreed that Landlord, at Landlord's option, may at the time of any default by Tenant under any of the terms, provisions, covenants or conditions of this Lease and failure to cure such default within the applicable notice and cure period provided hereunder, if any, apply this sum or any part thereof towards the payment of the Rent and all other sums payable by Tenant under this Lease, and towards the performance of each and every one of Tenant's covenants under this Lease, but such covenants and Tenant's liability under this Lease shall thereby be discharged only pro tanto and Tenant shall remain liable for any amounts that the sum shall be insufficient to pay and, in addition, shall be obligated to immediately deposit with Landlord the amount necessary to increase the Security Deposit to its original amount, that Landlord may exhaust any and all rights and remedies against Tenant before resorting to this sum, but nothing herein contained shall require or be deemed to require Landlord to do so, that, (i) in the event the Security Deposit shall not be utilized for any such purposes, then the Security Deposit shall be returned by Landlord to Tenant within the later of thirty (30) days next after the expiration of the Term of this Lease, or (ii) the determination and payment of the amounts due elsewhere under this Lease, including the

deemed to relieve Landlord of its obligation to return the Security Deposit (or such portion thereof as shall not have been used and applied in the event of any default by Tenant as described and in the manner set forth above) to Tenant at the expiration of the Lease Term)

9 **Accord and Satisfaction** No payment by Tenant or receipt by Landlord of any lesser amount than the amount stipulated to be paid hereunder shall be deemed other than on account of the earliest stipulated rental or other sum payable by Tenant to Landlord hereunder, nor shall any endorsement or statement on any check or letter be deemed an accord and satisfaction, and Landlord may accept any check or payment without prejudice to Landlord's rights to recover the balance due and/or to pursue any other remedy available to Landlord

10 **Use** Tenant will use and occupy the Leased Premises for the use or purpose, and for no other use or purpose whatsoever, as shown under the Basic Leasing Information of this Lease. In the event that Tenant uses the Leased Premises for any purpose not expressly permitted herein, said use shall be deemed a default by Tenant, and Landlord may, in addition to all other remedies available to it, terminate this Lease or restrain the improper use by injunction

11 **Quiet Enjoyment** Upon payment by Tenant of the Rent, and upon the observance and performance of all terms, provisions, covenants and conditions on Tenant's part to be observed and performed pursuant to this Lease, Tenant shall, subject to all of the terms, provisions, covenants and conditions of this Lease, peaceably and quietly hold and enjoy the Leased Premises for the Term hereby demised. Notwithstanding any provisions contained in this Lease to the contrary, Tenant acknowledges that the Project shall be closed on Sundays and on the following holidays: New Year's Day, Memorial Day, Thanksgiving Day, Christmas Day, and such other days as are locally observed in multi-tenant commercial office buildings in the market area in which the Project is located. Tenant shall nonetheless have access to the Leased Premises 24 hours a day, 365 days per year, except in the event of emergencies

12 **Insurance Premiums** If Landlord's insurance premiums exceed the standard premium rates because of any use of the Leased Premises by Tenant for other than uses permitted under Paragraph 10 above, then Tenant shall, upon receipt of appropriate invoices from Landlord, reimburse Landlord for such increase in premiums. It is understood and agreed between the parties to this Lease that any such increase in premiums shall be considered as Rent due and shall be included in any lien for Rent. Tenant shall comply with any and all requirements of Landlord's insurer(s)

13 **Rules and Regulations** Tenant agrees to comply with all rules and regulations Landlord may reasonably adopt from time to time for the operation of the Project, including but not limited to, parking facilities contemplated to be utilized in connection therewith ("Parking Facilities") and the protection and welfare of the Project, including, but not limited to, the Parking Facilities, its tenants, visitors and occupants. The present rules and regulations, which Tenant hereby agrees to comply with, entitled "Rules and Regulations" are attached to this Lease as Exhibit "C" and are by this reference incorporated in to this Lease. Further, Tenant shall also observe and abide by the terms of the Parking Agreement annexed hereto and made a part hereof as Exhibit "D". Any future rules and regulations shall become a part of this Lease, and Tenant hereby agrees to comply with the same upon delivery of a copy thereof to Tenant. Tenant specifically agrees that Tenant shall not

(1) conduct, or permit or suffer to be conducted, any solicitation, demonstration, business, occupation, undertaking or activity outside of the building located upon the Lease Premises or the Project,

(11) use or permit or suffer the use of any portion of the Leased Premises or of

Landlord shall uniformly apply the rules and regulations to all Tenants and other occupants of the Building and shall not discriminate against Tenant in the promulgation of any new rules and regulations. In the event of any conflict between the Rules and Regulations or Parking Agreement and the terms and conditions of this Lease, the terms and conditions of this Lease shall control.

14 **Governmental Requirements** Tenant shall faithfully observe in the use of the Leased Premises all municipal and county ordinances and codes and state and federal statutes now in force or which may hereafter be in force. In this regard, Tenant shall diligently pursue the procurement of all licenses, permits and approvals necessary for the permitted use of the Leased Premises as provided herein, and shall furnish to Landlord upon execution of this Lease or, within five (5) days from Tenant's receipt thereof copies of the same, including, but not limited to, city and county occupational licenses and all other licenses, permits or the like as may be necessary or required to operate Tenant's business in the Leased Premises. Tenant shall thereafter maintain all such licenses, permits and approvals necessary for the permitted use of the Leased Premises, and shall furnish to Landlord, on an annual basis, copies thereof. Tenant agrees to comply with any requirement that the Leased Premises be vacated during any smoke test or other governmental inspection of the Project and to hold the applicable governmental authorities and Landlord harmless for any loss or damage incurred by Tenant in connection therewith. Tenant shall comply with any certificate of occupancy relating to the Leased Premises and with all other laws, statutes, ordinances, orders, rules, regulations and requirements of all federal, state, county and municipal governments and the appropriate agencies, officers, departments, boards and commissions thereof and the board of fire underwriters and/or the fire insurance rating organization or similar organization in force applicable to the Leased Premises, including, without limiting the generality of the foregoing, the Americans With Disabilities Act (and in this connection, Tenant shall be obligated to make any and all alterations and/or modifications within and/or about the Leased Premises as shall, at any time, be required pursuant to the provisions thereof and/or of the regulations promulgated thereunder), and all federal, state, municipal and/or administrative laws, statutes, ordinances, orders, rules, regulations and requirements governing and/or relating to the monitoring, usage, handling, storage and/or disposal of hazardous wastes and/or materials. If Tenant shall at any time receive any notice from any governmental body or governmental office that pertains to the Leased Premises or the Project (including those relating to taxes or zoning), or if Tenant shall at any time receive a notice of litigation or threatened litigation affecting the Leased Premises or Project, Tenant shall promptly send a copy of the same to Landlord. If required by any applicable governmental authority, Tenant will execute a separate instrument confirming the foregoing.

15 **Services and Utilities** Landlord will furnish only the following services to Tenant:

(A) Cleaning services, consistent with services provided in a first class office buildings, on Monday through Friday (but not on New Years Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King's Birthday and any other national legal holiday which may be established), except that shampooing and replacement of carpet as required by Tenant shall be at Tenant's expense.

(B) Automatically operated elevator service during Business Hours (i.e., standard passenger and freight elevator services) with at least one passenger elevator during non-business hours, public stairs, electrical current for lighting, incidentals, and normal office use for general use of the Project's tenants, and water at those points of supply provided for general use of the Project's tenants at all times and on all days throughout the year. Tenant shall nonetheless have access to the Leased Premises at all times twenty-four (24) hours per day, three hundred sixty five (365) days per year.

power, accidents, breakdowns, catastrophes, national or local emergencies, actions or requirements by any governmental agency or official, acts of God and conditions and causes beyond the control of Landlord, and upon such happening, no claim for damages or abatement of Rent for failure to furnish any such services shall be made by Tenant or allowed by Landlord nor shall any such happening be construed as a constructive eviction of Tenant, provided, however, that if such services are interrupted for more than two (2) consecutive business days then Tenant's obligation to pay Rent hereunder shall abate until such interruption ceases. All other responsibility for maintenance of the Leased Premises, unless specifically assigned to Landlord, shall be the responsibility of Tenant.

To the extent the Leased Premises are separately metered for utility services above those utility services required to be provided by Landlord hereunder, Tenant agrees to pay for all costs and expenses for electricity, telephone, gas, if any, and any and all other utilities furnished to or connected with the Leased Premises during the Lease Term, promptly as each payment becomes due.

No electric current shall be used except that furnished or approved by Landlord, nor shall electric cable or wire be brought into the Leased Premises, except upon the written consent and approval of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall use only office machines, fixtures, and equipment that operate on the Project's standard electric circuits, but which in no event shall overload the Project's standard electric circuits from which Tenant obtains electric current. Any required installation of special circuits or equipment to service Tenant's unusual electrical needs shall be at Tenant's expense and only if prior approval therefor is given in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord acknowledges and agrees that Tenant may install a supplemental air-conditioning unit in Tenant's Premises, at Tenant's sole cost and expense, subject to Landlord's review and approval of plans and specifications for the installation thereof. Should Tenant require HVAC at any time other than the Building Hours, the same may be provided at an additional cost to Tenant in accordance with Landlord's reasonable charges for the same then in effect and subject to reasonable change during the Lease Term.

Further, Landlord reserves the right to require the Tenant to install and maintain, at the Tenant's sole cost and expense, a water meter or sub-meter. If the Leased Premises is separately metered for electricity, then Tenant shall arrange for electric service and establish an account for electric service with the local power/electrical company servicing the Project. If no such separate meter is in place, Tenant shall pay for its electrical usage as a part of Tenant's payment toward Operating Expenses. If the Landlord requires, the Tenant agrees to make payments for its water and sewer service directly to Landlord as a reimbursement for expenses Landlord has incurred on Tenant's behalf, directly to the company providing the service, or as part of Tenant's payment toward Operating Expenses. If Landlord requires Tenant to install a water meter or sub-meter, Landlord will not charge Tenant for Tenant's pro-rata share of the cost for water consumption from any similar tenant meters. However, Tenant will still be responsible for the pro-rata share of the cost of water consumed in connection with the Common Areas (as defined below).

16 **Leasehold Work** It is understood and agreed between the parties to this Lease that any charges against Tenant by Landlord for services or for work done on the Leased Premises by order of Tenant, or otherwise accruing under this Lease, shall be considered as Rent due and shall be included in any lien for Rent.

17 **Repair of Leased Premises/Alteration to Project** Subject to Landlord's obligations under Section 15 above, Tenant will, at Tenant's sole cost and expense, keep the

materials equal in kind and quality to the original work. Tenant shall repaint and refurbish the Leased Premises at reasonable periodic intervals to assure that the Leased Premises is kept in a first class and attractive condition throughout the term of this Lease. Tenant shall not suffer or permit any strip, waste or neglect of the Leased Premises, equipment, facilities and fixtures to be committed.

Tenant will make no alterations, additions or improvements in or to the Leased Premises without the prior written consent of Landlord, which consent shall, among other considerations, be predicated upon Landlord's approval of plans and Tenant's use of contractors who are acceptable to Landlord and who provide a full payment, completion and performance bond, and payment by Tenant to Landlord of a fee of a reasonable amount (not to exceed ten percent (10%) of the cost of such alterations) to compensate Landlord for its review and supervision of said alterations. Landlord's approval and consent, however, shall not be required in connection with non-structural interior alterations such as decorating of the Leased Premises. Landlord agrees to not unreasonably withhold, condition or delay its approval or acceptance required hereunder. All additions, fixtures, carpet or improvements, except only office furniture and fixtures which shall be readily removable without injury to the Leased Premises, shall be and remain a part of the Leased Premises at the expiration of this Lease. Tenant's obligation hereunder constitutes a recognition of the necessity to maintain a uniformity of materials and systems throughout the Project and to ensure harmonious labor relations.

In the event that Landlord shall determine, at any time during the term of this Lease, in Landlord's reasonable judgment, that Tenant has failed, refused or neglected to perform any of the above-described duties or obligations, and in the event that such failure, refusal or neglect shall not be cured by Tenant within thirty (30) days following written notice to Tenant thereof (provided, however, if said failure, refusal or neglect cannot be cured within said thirty (30) day period, Tenant shall have such additional period of time as is reasonably required so long as Tenant commences the cure within said initial thirty (30) days and thereafter diligently proceeds to complete such cure), then, in such event, Landlord (and/or its designee[s], successor[s], grantee[s] or assign[s]) shall have and is hereby granted the right (but not the obligation), through its (their) agents and employees, to enter upon the Leased Premises and to cause the required repairs, maintenance and/or replacements to be performed for and on behalf of Tenant and to recover from Tenant all reasonable costs and expenses (including reasonable attorney's fees) incurred by Landlord (or by its designee[s], successor[s], grantee[s] or assign[s]) in connection therewith, plus reasonable overhead costs, together with interest computed from the date on which such costs shall have been incurred, until the date of payment thereof in full, at the highest rate permitted by applicable law. Anything in the foregoing to the contrary notwithstanding, it is understood and agreed that in the event of any emergency situation (including, without limiting the generality of the foregoing, any situation which might reasonably be expected to pose any potential danger, hazard or risk of violation of any applicable law, ordinance, rule or regulation, which if not immediately remedied, might subject Landlord and/or the Leased Premises or Project to any fine, penalty or other similar governmental action or to any adverse publicity, then, in such event, Landlord shall be entitled (but not obligated) immediately, and without need of any prior notice to Tenant, to exercise the rights of entry, repair, etc., granted to Landlord in this Paragraph 17.

It is further agreed that this Lease is made by Landlord and accepted by Tenant with the distinct understanding and agreement that Landlord shall have the right and privilege to make any additions to the Project of which the Leased Premises are a part, and make such alterations and repairs to the Project as it may deem wise and advisable without any liability to Tenant, provided, however, that Tenant's use and enjoyment of the Leased Premises and Common Areas, including Parking Area, shall not be materially adversely affected by any such additions. In the event Landlord alters the Project, the Rentable Area of the Project

Tenant shall not have any authority to create any liens for labor or material on Landlord's interest in the Leased Premises and all persons contracting with Tenant for the destruction or removal of any facilities or other improvements or for the erection, installation, alteration, or repair of any facilities or other improvements on or about the Leased Premises, and all materialmen, contractors, mechanics, and laborers are hereby charged with notice (which notice Tenant shall deliver in writing to each such party prior to the commencement of any service by said party) that they must look only to Tenant and to Tenant's interests in the Leased Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Tenant. The provisions of this paragraph may be set forth in any Memorandum of this Lease which is recorded with Landlord's consent pursuant to Paragraph 52 hereof or other instrument recorded by Landlord.

19 **Parking** See EXHIBIT "D", PARKING AGREEMENT ANNEXED HERETO AND MADE A PART HEREOF

20 **Estoppel Statement** Tenant agrees that from time to time, upon not less than ten (10) business days prior request by Landlord, Tenant will deliver to Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications), (b) the dates to which the Rent and other charges have been paid, (c) that to Tenant's knowledge Landlord is not in default under any provisions of this Lease, or, if in default, the nature thereof in detail, (d) whether or not Tenant is in occupancy of the Leased Premises, and (e) such other information pertaining to this Lease and Tenant as Landlord may reasonably request. Failure by Tenant to so reply within said ten (10) business days shall be deemed confirmation by Tenant that all parties are in good standing under the Lease.

21 **Subordination of Lease** If the Leased Premises are at any time subject to a mortgage or ground lease, and Tenant has received written notice from the holder thereof ("Landlord's Mortgagee") of same, then after being requested to do so by Landlord, in any instance in which Tenant gives notice to Landlord alleging default by Landlord hereunder, Tenant will also simultaneously give a copy of such notice to each Landlord's Mortgagee and each Landlord's Mortgagee shall have the right (but not the obligation) to cure or remedy such default during the period that is permitted to Landlord hereunder, plus an additional period of thirty (30) days (unless such cure or remedy cannot be completed within thirty [30] days, then Landlord's Mortgagee shall have such additional time as needed to cure or remedy such default), and Tenant will accept such curative or remedial action (if any) taken by Landlord's Mortgagee with the same effect as if such action had been taken by Landlord.

This Lease shall be subject and subordinate to any mortgage or ground lease now or hereafter encumbering or affecting all or any part of the Project. This provision shall be self-operative without the execution of any further instruments. Notwithstanding the foregoing, however, Tenant hereby agrees to execute any instrument(s) which Landlord may reasonably deem desirable to evidence the subordination of this Lease to any and all such mortgages. Additionally notwithstanding the foregoing, however, Tenant's agreement to subordinate its interest under this Lease shall be subject and conditioned on Landlord delivering to Tenant a non-disturbance agreement, in a commercially reasonable form, from the holder of the superior instrument. Finally, notwithstanding the foregoing, Landlord represents and warrants to Tenant that as of the date of this Lease, there is no Landlord's Mortgagee for the Building.

22 **Attornment** If the interests of Landlord under this Lease shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Leased Premises, Tenant shall, at the election of such transferee, be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining and any

Landlord's interests, Landlord shall be released and relieved from all liability and responsibility thereafter accruing to Tenant under this Lease or otherwise and Landlord's successor by acceptance of Rent from Tenant hereunder shall become liable and responsible to Tenant in respect to all obligations of Landlord under this Lease accruing from and after the date of such transfer

23 **Assignment or Subletting** Without the written consent of Landlord first obtained in each case, Tenant shall not assign, transfer, mortgage, pledge, or otherwise encumber or dispose of this Lease or sublet the Leased Premises or any part of the Leased Premises or permit the Leased Premises to be occupied by other persons. Landlord's exercise of its consent shall not be unreasonably withheld, conditioned or delayed, subject to such conditions for consent as provided herein. If this Lease be assigned, or if the Leased Premises or any part thereof be sublet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, and failure of Tenant to cure such default within the applicable notice and cure period hereunder, collect or accept Rent from the assignee, subtenant, or occupant and apply the net amount collected or accepted to the Rent herein reserved, but no such collection or acceptance shall be deemed a waiver of this covenant or the acceptance of the assignee, subtenant, or occupant as Tenant, nor shall it be construed as, or implied to be, a release of Tenant or any guarantor of the Lease from the further observance and performance by Tenant of the terms, provisions, covenants and conditions contained in this Lease. Notwithstanding anything contained herein to the contrary in the event of any assignment of Lease or subletting of this Lease to which Landlord consents, Landlord and Tenant shall divide equally any net profit derived therefrom.

The consent by Landlord to any assignment or subletting hereunder shall not be construed as releasing Tenant from any liability hereunder or as constituting the consent by Landlord to any subsequent assignment or subletting, which subsequent assignment or subletting shall require the prior written approval of Landlord as provided herein in each instance. Any assignment, subletting, hypothecation, pledging or other disposition of Tenant's interest hereunder, in violation of the terms hereof shall be deemed null and void, and shall constitute an act of default hereunder.

If Tenant is not an individual, any direct or indirect change in the ownership (legal or equitable) of a controlling and/or a majority interest of Tenant, whether such change in ownership occurs at one time or as a result of sequential incremental changes, and whether said change is by sale, assignment, hypothecation, bequest, inheritance, operation of law, merger or consolidation, or otherwise, shall be deemed an assignment of this Lease subject to the required consent of Landlord, the failure of which shall be deemed a default hereunder.

Notwithstanding anything contained herein to the contrary, Landlord's consent shall not be required for an assignment or sublet to an Affiliate (as hereinafter defined). No such transfer to an Affiliate, however, shall release Tenant from any liability or obligation under this Lease. As used herein, "Affiliate" shall mean any entity (a) which then owns Tenant, (b) is then owned by Tenant, (c) is then owned by an entity described in (a), (d) with which Tenant may merge or consolidate, or (e) which acquires all or substantially all of the capital stock or assets of Tenant. Tenant shall use reasonable efforts to provide Landlord with prior written notice of such transfer to an Affiliate, notwithstanding that Landlord's consent shall not be required therefor.

24 **Successors and Assigns** All terms, provisions, covenants and conditions to be observed and performed by Tenant shall be applicable to and binding upon Tenant's respective heirs, administrators, executors, successors and assigns, subject, however, to the restrictions as to assignment or subletting by Tenant as provided herein. All expressed covenants of this Lease shall be deemed to be covenants running with the land.

persons or property of Tenant, its invitees, licensees or patrons, which may be caused by the acts, neglect, omissions or faults of Tenant, any persons, firms, corporations, or other entities, except to the extent such injury, loss or damage results solely from direct gross negligence or willful misconduct of Landlord, its agents or employees. Notwithstanding the above sentence, all personal property placed or moved into the Leased Premises or the Project shall be at the risk of Tenant or the owner thereof, and Landlord shall not be liable to Tenant for any damage to said personal property.

In any action or proceeding hereunder, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable costs and expenses in such action or proceeding, including reasonable attorneys' fees, costs and expenses.

Notwithstanding any provision to the contrary contained in this Lease, Tenant shall look solely to the equity of Landlord in the Project (including any proceeds thereof, including any insurance or condemnation proceeds) in the event of a breach or default by Landlord pursuant to the terms and provisions of this Lease. Tenant agrees that the liability of Landlord under this Lease shall not exceed the value of such equity of Landlord in the Leased Premises. No other properties or assets of Landlord shall be subject to levy, execution or other enforcement proceedings for the satisfaction of any judgment (or other judicial process) arising out of, or in connection with, this Lease and if Tenant shall acquire a lien or the like on any such properties or assets by judgment or otherwise, Tenant shall promptly release such lien on such properties and assets by executing, acknowledging and delivering to Landlord an instrument to that effect prepared by Landlord's attorney.

26 **Insurance Requirements** Tenant shall maintain the following insurance:

(A) liability insurance policy or policies written on a comprehensive basis with inclusive limits of not less than Two Million Dollars \$2,000,000 for each occurrence for bodily injury and property damage. The limit of said insurance shall not, however, limit the liability of Tenant hereunder. All such policies shall name Landlord and Landlord's mortgagee, if any, as additional insureds, as their interests may appear.

(B) any other insurance required for compliance with any and all applicable statutes, laws, ordinances, codes, rules and regulations of any and all governmental and/or quasi-governmental agencies and bodies.

(C) prior to the delivery of possession of the Leased Premises to Tenant, Tenant shall deliver to Landlord and any additional named insured(s), certificates from the company(ies) issuing such insurance as to the coverages afforded and the existence, in force, of such fully paid for policies.

(D) Tenant shall procure and pay for renewals of such insurance from time to time before the expiration thereof and Tenant shall deliver to Landlord and any additional named insured(s), certificates as to such renewal policy(ies) at least thirty (30) days before the expiration of any existing policy(ies). Tenant's insurance shall at all times be primary with respect to any insurance carried by Landlord and its agents and any such coverage of Landlord and its agents shall be deemed to be excess insurance. Each such policy shall be written with a company reasonably acceptable to Landlord and authorized to engage in business of general liability insurance and/or fire and extended coverage and/or other insurance, as the case may be, in the State of Florida. It is understood that Landlord shall not be obligated to approve any company with a rating less than "A" in the then current edition of Best's Key Rating Guide. All such policies shall name insured(s) designated by Landlord under such policies as their respective interests may appear and

(E) Throughout the term of this Lease, Landlord shall maintain (1) Commercial General Liability Insurance in an amount of not less than \$2,000,000 per occurrence covering the Project (including the Common Areas) and (2) fire and extended coverage ("all-perils") insurance covering the Project and all machinery, equipment and other personal property used in connection with the Project (but not leasehold improvements or the property of any tenants of the Project) on a full replacement cost basis

(F) Each party hereto hereby waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance or with respect to which a party has elected to self-insure, subject to the limitation that this waiver shall apply only when it is either permitted or, by the use of such good faith efforts, could have been so permitted by the applicable policy of insurance. Landlord and Tenant shall both cause its fire and extended coverage policy to include a provision or endorsement by which the insurer expressly waives all rights of subrogation which such insurers might have had against the other party

27 **Attorneys' Fees and Costs** In any action or proceeding hereunder, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable costs and expenses in such action or proceeding, including reasonable attorneys' fees, costs and expenses

28 **Landlord-Tenant Relationship Only** The parties understand and agree that the relationship between them is that of landlord and tenant, and the Tenant and Landlord specifically acknowledges that all statutory proceedings in the State of Florida regulating the relationship of landlord and tenant respecting collection of rent or possession of the Leased Premises or Project, accrue to the Landlord and Tenant hereunder, but subject to the terms of this Lease

29 **Damage or Destruction** In the event the Leased Premises or other portions of the Project which would render the Leased Premises untenantable shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, then Landlord shall repair any such damage or destruction and render the Leased Premises tenantable by repairs within one hundred eighty (180) days therefrom. If the Leased Premises cannot be rendered tenantable within said time, it shall be optional with either party to this Lease to cancel this Lease, and in the event of such cancellation the Rent shall be paid only to the date of such cancellation. The cancellation herein mentioned shall be evidenced in writing. During any time that the Leased Premises are untenantable due to causes set forth in this paragraph, the Rent or a just and fair proportion thereof shall be abated

30 **Eminent Domain** If any part of the Leased Premises or the Project (including, but not limited to, the Parking Facilities), shall be taken by eminent domain or condemnation, which taking interferes with the maintenance, operation or use of the Leased Premises or Project (including, but not limited to, the Parking Facilities), Landlord may elect to terminate this Lease or to continue the Lease in effect. If Landlord elects to continue the Lease, and if the taking reduces the area of the Leased Premises, the Rent shall be reduced in proportion to the area of the Leased Premises so taken and Landlord shall repair any damage to the Leased Premises or the Project interfering with Tenant's use of the Leased Premises and resulting from such taking. If any part of the Leased Premises or Project is taken by condemnation or eminent domain which renders the Leased Premises unsuitable for its intended use, Tenant may elect to terminate this Lease. If any part of the Leased Premises or Project is so taken which does not render the Leased Premises unsuitable for its intended use, and Landlord does not otherwise elect to terminate this Lease, this Lease shall continue in effect and the Rent shall be reduced in

31 [Intentionally Omitted]

32 **Default** Each of the following shall be deemed to be an event of default by Tenant and a breach by Tenant hereunder

(a) the filing by or against Tenant or any assignee or guarantor of this Lease in any court pursuant to any statute either of the United States or of any state, of a petition in bankruptcy or insolvency or a petition for reorganization or for the appointment of a receiver or trustee of all or a portion of the property of Tenant or such assignee or guarantor or the making by Tenant or such assignee or guarantor of an assignment for the benefit of creditors, or the petitioning for or entering into an arrangement pursuant to any statute either of the United States or of any state by Tenant or such assignee or guarantor or the taking of this Lease under any post-judgment writ of execution or attachment, or the issuance of any post-judgment, execution or attachment against Tenant or such assignee or guarantor or any of their property, or the dissolution or liquidation or commencement of any action or proceeding for the dissolution or liquidation of Tenant or such assignee or guarantor, provided, however, that Tenant shall not be deemed to be in default hereunder by reason of the filing of any petition for reorganization under Chapter 11 of the Bankruptcy Act if, and for so long as (x) Tenant shall pay to Landlord, as, when, and in the amount(s) due and payable pursuant to the terms of this Lease, all Rent and Additional Rent which shall accrue and become due and payable prior to the filing of such petition and all Rent which shall accrue and become due and payable subsequent to the filing of such petition, and (y) Tenant shall operate its business in the Premises in the same manner as it had been operated prior to the filing of such reorganization petition, and (z) Tenant shall, in all other respects, pay all other sums and perform all other duties and obligations on its part to be paid and performed under this Lease, or

(b) the passing of this Lease to or the devolution of this Lease upon any person, firm or entity other than Tenant or a permitted assignee or subtenant, whether by operation of law or otherwise, or

(c) [intentionally omitted]

(d) [intentionally omitted]

(e) [intentionally omitted]

(f) default by Tenant in the payment of all Rent or any part thereof as and when same is due, or in the making of any other payment herein provided for and the continuation of such default for a period of five (5) business days after Landlord shall have given Tenant a written notice specifying the default in question, provided however that if Tenant shall fail, refuse or neglect, for any reason, to pay any portion of any Rent or other sum due hereunder on more than two (2) occasions in any period of twelve (12) consecutive months during the term of this Lease, then, notwithstanding that such prior defaults shall have been cured within the period after notice provided in this subparagraph 32 (f), any further similar default during such twelve (12) month period shall be deemed to be deliberate and shall constitute a material event of default hereunder with respect to which no notice or grace period shall be granted or available to Tenant, or

(g) default by Tenant in the performance of any other duty, obligation, covenant, or agreement on Tenant's part to be performed under this Lease and the continuation of such default for thirty (30) days after Landlord shall have given to Tenant a written notice specifying the nature of such default, or

Landlord may have at law or in equity for Tenant's default, Landlord shall have the right, at its option, to serve upon Tenant a notice that this Lease will terminate on a date to be specified in such notice, which date shall not be less than three (3) days after such notice, and upon the date so specified, this Lease shall terminate but Tenant shall remain liable and as hereinafter set forth provided however, that if Tenant shall commit the same type of material default more than two (2) times in any period of twelve (12) consecutive months, then, notwithstanding that such defaults shall have been cured within the period after notice provided in Paragraph 32 above, any further similar default shall be deemed to be deliberate and if any further similar default shall occur, Landlord, without affording Tenant an opportunity to cure such further default, may thereafter serve upon Tenant a notice that this Lease will terminate on a date to be specified in such notice, which date shall be not less than three (3) days after such notice, and upon the date so specified this Lease shall, at Landlord's option, terminate but Tenant shall remain liable as hereinafter provided. Nothing in this paragraph shall be deemed to require Landlord to give the notices herein provided for prior to the commencement of a summary proceeding for nonpayment of rent or any other sum payable by Tenant to Landlord pursuant to the terms hereof or prior to the commencement of a plenary action for the recovery of rent or any other sum payable by Tenant to Landlord pursuant to the terms hereof on account of any default in the payment of any such Rent or additional sum, it being intended that such notices are for the sole purpose of creating a conditional limitation hereunder pursuant to which this Lease shall be terminated and Tenant shall become a holdover tenant. If this Lease shall be terminated as provided above in this paragraph or if this Lease shall be terminated by summary proceedings or otherwise, or if Tenant shall default in the payment of any sum or in the performance of any duty, obligation, covenant or agreement on Tenant's part to be performed pursuant to the terms of this Lease and fails to cure such default within the applicable notice and cure period provided hereunder, (a) Landlord or its agents, servants or representatives may, immediately or at any time thereafter, re-enter and resume possession of the Leased Premises and remove all persons and property therefrom, either by summary dispossession proceedings or by a suitable action or proceeding at law, without being liable for any damages therefor, and no such re-entry shall be deemed an acceptance or surrender of this Lease, and (b) Landlord may, in its own name but as agent for Tenant if this Lease is not terminated, or in Landlord's own behalf if this Lease is terminated, re-let the whole or any portion of the Leased Premises for any period equal to or greater or less than the period which would have constituted the balance of the Term, for any sum which Landlord may deem reasonable, to any tenant(s) which Landlord may deem suitable and satisfactory, and for any use and purpose which Landlord may deem appropriate, and Landlord may grant concessions and/or free rent. Landlord shall in no event be liable in any way whatsoever for its failure or refusal to re-let the Leased Premises or any part thereof or in the event that the Leased Premises are re-let, for its failure to collect the rent under such re-letting, and no such refusal or failure to re-let or failure to collect rent shall release or affect Tenant's liability for damages or otherwise under this Lease. Landlord shall not in any event be required to pay to Tenant any surplus of any sums received by Landlord on a re-letting of all or any part of the Leased Premises in excess of the Rent reserved in this Lease. Landlord agrees to use its reasonable efforts to mitigate its damages hereunder.

If this Lease shall be terminated as provided above in this paragraph, or if this Lease shall be terminated by summary proceedings or otherwise, or if Tenant shall default in the payment of any sum or in the performance of any duty, obligation, covenant or agreement on Tenant's part to be performed pursuant to the terms of this Lease and fails to cure such default within the applicable notice and cure period provided hereunder, whether the Leased Premises shall be re-let or not, Landlord shall be entitled, in addition to all other rights and remedies available to Landlord at law, in equity and/or under this Lease, to recover from Tenant and Tenant shall pay to Landlord (x) an amount equal to all of the reasonable expenses incurred by Landlord in connection with recovering possession of the Leased Premises, any re-letting(s), brokerage in connection with any re-letting(s), courts costs and attorney's fees and costs.

35 **Waiver of Default** Failure of Landlord or Tenant to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord or Tenant, as the case may be, shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law and/or in equity. No waiver by Landlord or Tenant of a default by the other party shall be implied, and no express waiver by Landlord or Tenant shall affect any default other than the default specified in such waiver and that only for the time and extension therein stated.

No waiver of any term, provision, condition or covenant of this Lease by Landlord or Tenant shall be deemed to imply or constitute a further waiver by Landlord or Tenant of any other term, provision, condition or covenant of this Lease. In addition to any rights and remedies specifically granted Landlord herein, Landlord shall be entitled to all rights and remedies available at law and in equity in the event that Tenant shall fail to perform any of the terms, provisions, covenants or conditions of this Lease on Tenant's part to be performed or fails to pay Base Rent, Additional Rent or any other sums due Landlord hereunder when due and does not cure such failure within the applicable notice and cure period hereunder. All rights and remedies specifically granted to Landlord herein, by law and in equity shall be cumulative and not mutually exclusive. Tenant shall be entitled to all rights and remedies available at law and in equity in the event that Landlord shall fail to perform any of the terms, provisions, covenants or conditions of this Lease on Landlord's part to be performed. All rights and remedies specifically granted to Tenant herein, by law or in equity shall be cumulative and not mutually exclusive.

36 **Right of Entry** Landlord, or any of its agents, shall have the right to enter the Leased Premises during all reasonable hours to examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of the Project. Landlord may exhibit the Leased Premises at any time within one hundred eighty (180) days before the expiration of the Lease Term. This right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease. Landlord shall provide Tenant with reasonable prior notice of any such entry and shall not materially interfere with the conduct of Tenant's business in connection with any such entry into the Leased Premises.

37 **Notice** Any notice given to Landlord as provided for in this Lease shall be sent to Landlord by certified United States mail, postage paid, return receipt requested addressed to Landlord at Landlord's Management Office in the Project or hand delivered to Landlord at such office. Any notice to be given Tenant under the terms of this Lease, unless otherwise stated herein, shall be in writing and shall be sent by certified United States mail, postage paid, return receipt requested or hand delivered to Tenant at the Leased Premises, with a copy sent via the same delivery method to Tenant's address set forth in the Basic Leasing Information of this Lease. Either party, from time to time, by such notice, may specify another address to which subsequent notice shall be sent. Notwithstanding the foregoing, prior to the Commencement Date of the Term of this Lease, notices shall be given by United States mail, postage paid, addressed to Tenant at Tenant's address stated in the Basic Leasing Information of this Lease and addressed to Landlord at Landlord's address stated in the Basic Leasing Information of this Lease. Any notice given by mail shall be deemed given five (5) days following the date of mailing.

38 **Common Areas and Parking Facilities** All automobile parking facilities, driveways, entrances and exits thereto, and other facilities in the Project furnished by Landlord, including, but not limited to, the Parking Facilities, truck way or ways, loading areas, pedestrian walkways and ramps, landscaped areas, stairways, corridors, and other areas and improvements provided by Landlord for the general use in common of tenants, shall be

tenant parking, to charge a fee for visitor and/or customer parking, and to do and perform such other acts in and to said areas and improvements as, in the reasonable judgment of Landlord, Landlord shall determine to be advisable. Landlord shall exercise its rights under the proceeding sentence in its commercially reasonable discretion, shall not discriminate Tenant in the enforcement of any such rights, including any such rules and regulations, and the exercise of such rights, including any alterations or changes to the Common Areas, shall not materially adversely affect Tenant's quiet enjoyment of the Leased Premises and Common Areas. Landlord will operate and maintain the Common Areas, and other areas referred to above, in a manner consistent with other first-class facilities in the West Commercial Boulevard Sub-Market of Fort Lauderdale, Florida, area. Without limiting the scope of such discretion, Landlord shall have the full right and authority to designate a manager of the Common Areas and other areas who shall have full authority to make and enforce rules and regulations regarding the use of the same or to employ all personnel and to make and enforce all rules and regulations pertaining to and necessary for the proper operation and maintenance of the Common Areas and other areas. Reference in this paragraph to Parking Facilities shall in no way be construed as giving Tenant hereunder any rights and/or privileges in connection with such Parking Facilities unless such rights and/or privileges are expressly set forth in Exhibit "D" annexed hereto and made a part hereof.

39 **Condition of Premises on Termination of Lease and Holding Over** Tenant agrees to surrender to Landlord, at the end of the Term of this Lease and/or upon any cancellation of this Lease, the Leased Premises in as good condition as the Leased Premises were at the Commencement Date, ordinary wear and tear not caused by Tenant's negligence, damage by casualty or condemnation and damage due to Landlord's failure to satisfy its repair and maintenance obligations hereunder excepted. Tenant agrees that if Tenant does not surrender the Leased Premises to Landlord at the end of the Term of this Lease, then Tenant will pay to Landlord, to the extent permitted by law, double the amount (i.e., 200%) of the Rent paid by Tenant for the last month of the Lease Term, for each month or portion thereof that Tenant holds over plus all damages that Landlord may suffer on account of Tenant's failure to so surrender to Landlord possession of the Leased Premises, and will indemnify and save Landlord harmless from and against all claims made by any succeeding tenant of the Leased Premises against Landlord on account of delay of Landlord in delivering possession of said Leased Premises to said succeeding tenant so far as such delay is occasioned by failure of Tenant to so surrender said Leased Premises in accordance herewith or otherwise.

No receipt of money by Landlord from Tenant after termination of this Lease or the service of any notice of commencement of any suit or final judgment for possession shall reinstate, continue or extend the Term of this Lease or affect any such notice, demand, suit or judgment, or otherwise limit or affect any other remedies available to Landlord hereunder.

No act or thing done by Landlord or its agents during the Term of this Lease shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept a surrender of the Leased Premises shall be valid, unless it be made in writing by a duly authorized officer or agent of Landlord.

40 **Option to Renew**

(A) If stated in the Basic Leasing Information, and provided Tenant is not in default beyond any applicable notice and cure periods at the time of exercise of the option, Tenant shall have the option to renew the Lease for the term (if any) as stated in the Basic Leasing Information. If no term is stated in the Basic Leasing Information, then Tenant shall have no such option, and the provisions of this Paragraph 40 shall not apply and shall be of no force or effect.

prevailing annual rental rate per square foot of rentable area of space in the West Commercial Boulevard Sub-Market of Fort Lauderdale area, comparable in area and location to the space for which the Market Rent is being determined and being leased for a duration comparable to the period for which such space is to be leased for periods commencing on or about the commencement of the term of such space. The Market Rent shall be determined by taking into consideration comparable fact situations in comparable buildings in the West Commercial Boulevard Sub-Market of Fort Lauderdale area. In determining the Market Rent, the following shall be taken into consideration: use, location and floor level within the applicable building, the tenant improvements already in the space for which the Market Rent is being determined, the location, quality, age and reputation of the building, the definition of rentable area or net rentable area, as the case may be, with respect to which such rental rates are computed, leasehold improvements being provided (if any), rental concessions, abatements or other monetary inducements (if any), the term of the lease under consideration and the extent of services provided thereunder, applicable distinctions between "gross" leases and "net" leases, base year figures (if any) for escalation purposes and other adjustments (including by way of indexes) to base rental (if any), and may take into consideration any other relevant term or condition in making such evaluation.

(11) Within thirty (30) days following the date upon which Landlord shall have received notice from Tenant of Tenant's election to exercise its aforesaid option to renew this Lease (i.e., provided that such notice shall have been given in the manner and within the time specified above), Landlord shall deliver to Tenant a written notice (hereinafter referred to as the "Market Rent Notice" for each year contained in the renewal period.

(111) If Tenant disagrees with Landlord's determination of the Market Rent, Tenant shall notify Landlord of such disagreement within fifteen (15) days after receipt of Landlord's determination of the Market Rent. If Tenant so notifies Landlord that Landlord's determination of the Market Rent is not acceptable to Tenant, Landlord and Tenant shall, during the fifteen (15) day period after Tenant's notice, attempt to agree on the Market Rent. If Landlord and Tenant are unable to agree, Tenant shall either (i) accept Landlord's determination of the Market Rent or (ii) submit the determination to binding arbitration as provided below. If Tenant elects to submit to arbitration the determination of the Market Rent, Landlord and Tenant shall select an expert within fifteen (15) days after Tenant's election to arbitrate. Such expert shall be experienced in leasing similar office real estate and be familiar with similar office buildings in the West Commercial Boulevard Sub-Market of Fort Lauderdale area. If Landlord and Tenant are unable to agree upon an expert within said fifteen (15) day period, then Landlord and Tenant shall each select an expert within five (5) days after the expiration of said fifteen (15) day period. Each such expert shall meet the same qualifications. If two (2) experts are so selected, then both experts so selected shall within fifteen (15) days after their selection select a third expert who shall also meet the same qualifications. After selection of the expert or experts, as the case may be, each of Landlord and Tenant shall submit to the expert or experts their respective determination of the Market Rent. The expert or experts, as the case may be, so selected shall within fifteen (15) days after selection determine which of Landlord's or Tenant's determination reflects, in such expert or experts, as the case may be, opinion the Market Rent. The expert or experts, as the case may be, shall only be permitted to select either Landlord's or Tenant's determination.

41 **Occupancy Tax** Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the Term of this Lease against any occupancy interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by Tenant

42 **Signs** Landlord shall have the right to install signs on the interior or exterior of the Project (other than in the interior of the Leased Premises) and/or change the Project's name or street address Tenant agrees not to place or allow to be maintained on any exterior door, roof, wall or window of the Leased Premises any sign, decoration, lettering or other thing of any kind without Landlord's advance written consent, which consent shall not be unreasonably withheld, conditioned or delayed Building standard signage is available in the main lobby entrance on the first floor and at the main entrance to Tenant's suite Initial building standard signage is provided at the expense of the Tenant

43 **Trial By Jury** It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, and Tenant's use or occupancy of the Leased Premises Tenant further agrees that it shall not interpose any counterclaim or counterclaims in a summary proceeding or in any action based upon nonpayment of Rent or any other payment required of Tenant hereunder, where Landlord seeks to repossess the Leased Premises

44 **[intentionally omitted].**

45 **[intentionally omitted].**

46 **Tenant's Expansion Right** If provided in the Basic Leasing Information, during the Term of the Lease and provided the Tenant is not in default hereunder, Landlord hereby grants to Tenant a right of first refusal (the "First Refusal Right") to lease currently occupied contiguous premises ("Contiguous Premises") as identified on Exhibit "E" In the event no expansion right is provided in the Basic Leasing Information of this Lease, Tenant shall have no such right of first refusal and the provisions of this Paragraph 46 shall not apply and shall be of no force or effect

Should the "Contiguous Premises" become vacant and in the event a prospective tenant wishes to lease all or any portion of the Contiguous Premises, the Landlord shall deliver to Tenant a notice thereof ("Landlord's Rental Notice") prior to leasing the Contiguous Space to such party stating the actual rentable square footage (the "Additional Space") which such party wishes to lease and stating the term and the rental rate and other economic terms, upon which such party is prepared to lease the Additional Space Upon receipt of the Landlord's Rental Notice, the Tenant shall have five (5) business days in which to exercise its First Refusal Right by delivering to Landlord notice of its acceptance ("Tenant's Acceptance Notice"), stating that Tenant desires to exercise its First Refusal Right to lease the Additional Space Provided Landlord receives Tenant's Acceptance Notice within the time period prescribed herein, Landlord shall lease the Additional Space to Tenant in occurrence with the terms and conditions set forth in the Landlord's Rental Notice, except, however, that (a) the term of lease with respect to the Additional Space be coterminus with the term of this Lease and (b) the tenant improvement allowance provided for the Additional Space shall be equal to the allowance agreed to by Landlord and the third party tenant, as set forth in the Landlord's Rental Notice, multiplied by a fraction, the numerator which is the term of this Lease with respect to the Additional Space and the denominator which is the term of the proposed lease set forth in Landlord's Rental Notice Landlord and Tenant shall within ten (10) days execute an amendment to the Lease adding the Additional Space as part of the Leased Premises and

47 **Invalidity of Provision** If any term, provision, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, provision, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, provision, covenant or condition of this Lease shall be valid and be enforceable to the fullest extent permitted by law. This Lease shall be construed in accordance with the laws of the State of Florida.

48 **Time of The Essence** It is understood and agreed between the parties to this Lease that time is of the essence of all the terms, provisions, covenants and condition of this Lease.

49 **Miscellaneous** The terms Landlord and Tenant as herein contained shall include singular and/or plural, masculine, feminine and/or neuter, heirs, successors, executors, administrators, personal representatives and/or assigns wherever the context so requires or admits. The terms, provisions, covenants and conditions of this Lease are expressed in the total language of this Lease Agreement and the paragraph headings are solely for the convenience of the reader and are not intended to be all inclusive and shall not be deemed to limit or expand any of the provisions of this Lease. Any formally executed addendum or rider to or modification of this Lease shall be expressly deemed incorporated by reference herein unless a contrary intention is clearly stated therein. Anything herein to the contrary notwithstanding, Landlord shall not be or be deemed to be in default hereunder unless it has failed to cure its default within a reasonable time following its receipt of notice thereof. Notwithstanding any other provision contained herein to the contrary, Landlord's liability hereunder or under any other document executed in connection herewith, in the event of any uncured default by Landlord, shall be limited to Landlord's interest in the Project (and the proceeds thereof), it being understood that none of Landlord's other assets or the assets of any partner owning an interest in Landlord shall be subject to any judgment against Landlord hereunder. This Lease shall be construed without regard to any presumption or rule requiring construction against the party causing the lease to be drafted.

50 **Effective Date** Submission of this instrument for examination does not constitute an offer, right of first refusal, reservation of or option for the Leased Premises or any other space or premises in, on or about the Project. This instrument becomes effective as a Lease upon execution and delivery by both Landlord and Tenant.

51 **Entire Agreement** This Lease contains the entire agreement between the parties and supercedes all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed and sealed by Landlord and Tenant. All of the exhibits attached to this Lease are incorporated in, and made a part of this Lease. No surrender of the Leased Premises, or of the remainder of the Term of this Lease, shall be valid unless accepted in writing by a duly authorized officer or agent of Landlord. Tenant acknowledges and agrees that Tenant has not relied upon any statement, representation, prior written or prior or contemporaneous oral promises, agreements or warranties except such as are expressed herein. Without limiting the foregoing, Tenant acknowledges that Landlord makes no representation concerning, and shall not be liable or responsible for, any other tenant's tenancy in the Project or services to be provided by any other tenant.

52 **Memorandum of Lease** At Landlord's request at any time during the Term of this Lease, Tenant agrees to immediately join in a Memorandum of Lease in form and content satisfactory to Landlord, which Memorandum, at Landlord's option, may be recorded in the Public Records of the County in the State of Florida in which the Project is located. In no event shall this Lease or any memorandum of this Lease be recorded without Landlord's prior written

Brokers stated in the Basic Leasing Information of this Lease, and that no other broker, agent or other person brought about this transaction, and Landlord agrees to indemnify and hold Tenant and Tenant's officers, directors, persons, agents and representatives harmless from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever (including, without limitation, reasonable attorney's fees and all costs of all trial and appellate levels) resulting from any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Landlord with the regard to this leasing transaction. Landlord shall be responsible for paying any commission due the Brokers stated in the Basic Leasing Information of this Lease. The provisions of this paragraph shall survive the termination of this Lease.

54 **Broker Disclosure** The Broker(s) stated in the Basic Leasing Information are being compensated by Landlord pursuant to a separate agreement. This notice is provided to Tenant in accordance with Florida Statutes and the Florida Administrative Code.

55 **Intentionally omitted**

56 **Force Majeure** Neither Landlord nor Tenant shall not be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, labor disputes (whether lawful or not), material or labor shortages, restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of Landlord or Tenant, as the case may be, and which by the exercise of due diligence Landlord or Tenant, or as this case may be, is unable, wholly or in part, to prevent or overcome.

57 **Hazardous Waste** Tenant agrees not to keep in or on the Leased Premises any inflammable, combustible or explosive substance nor any substance which would create or tend to create a dangerous or combustible condition, other than substances as are typically found and used in general office premises. Tenant agrees not to cause or allow the presence, storage, use, maintenance or removal of asbestos, PCB transformers, other toxic, hazardous or contaminated substances or underground storage tanks (collectively, "Hazardous Materials") in, on or about the Leased Premises without Landlord's prior written consent. If Tenant's business requires use or possession of Hazardous Materials, other than Hazardous Materials typically used in a general office premises, Tenant must advise Landlord and obtain Landlord's written consent before bringing any Hazardous Materials on to or creating such condition on or within the Leased Premises. If Tenant uses or maintains Hazardous Materials on or in the Leased Premises, Tenant agrees to handle, store, transport and dispose of all Hazardous Materials at Tenant's sole cost and expense in accordance with all then-existing local, state and federal rules and laws.

Landlord may, at Landlord's sole option, now or in the future, obtain a report from an environmental consultant of Landlord's choice as to whether Tenant has been or is currently using any part of the Leased Premises for the improper use, handling, storage, transportation or disposal of Hazardous Materials. If any such report indicates such unpermitted use, handling, storage, transportation or disposal of Hazardous Materials, Tenant agrees to immediately reimburse Landlord for the cost of obtaining the environmental report, and, in addition, Landlord may require that all violations of the law with respect to the Hazardous Materials be corrected and/or that Tenant obtains all necessary environmental permits and approvals. If Tenant fails to correct any such violation(s) of law and/or fails to obtain such necessary permits within a reasonable time after demand from Landlord, then Landlord may declare this Lease in default and/or may cause the Leased Premises and any surrounding areas to be freed from the Hazardous Materials at Tenant's sole cost and expense which Tenant agrees to pay on demand from Landlord as additional rent.

Tenant hereby agrees to indemnify, defend, save and hold Landlord harmless from and against

partners, successors and assigns harmless from any and all liabilities, obligations, charges, losses, damages, penalties, claims, actions and expenses including, without limitation, engineers' and professional fees, soil tests and chemical analysis, court cost and legal fees and expenses through all trial, appellate and administrative levels, imposed on, incurred by or asserted against Tenant in any way relating to or arising out of or connection with the use handling storage, transportation of disposal hazardous materials on or about the Project by Landlord. The foregoing indemnification shall survive any assignment or termination of this Lease.

58 **Radon** 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 GUIDE-LINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

59 **TENANT FINANCIAL INFORMATION** Tenant agrees to provide Landlord prior to or simultaneously with the execution of this Lease, a balance sheet, two (2) years of the "10K" statements filed with the SEC of Tenant's Guarantor/parent. Further, upon request of Landlord, Tenant shall supply such financial information as aforesaid on an annual basis during the Lease Term within ten (10) days of receipt of written notice from Landlord requesting same.

60 **SHORING** If any excavation or construction is made adjacent to, upon or within the Building, or any part thereof, Tenant shall afford to any and all persons causing or authorized to cause such excavation or construction license to enter upon the Premises for the purpose of doing such work as such persons shall deem necessary to preserve the Building or any portion thereof from injury or damage and to support the same by proper foundations, braces and supports, without any claim for damages or indemnity or abatement of the Rent, or of a constructive or actual eviction of Tenant.

61 **Prohibition Regarding Smoking** No smoking or consumption of any tobacco products shall be permitted in the Leased Premises. Smoking is also prohibited in the common areas of the Building including, but not limited to, hallways, lavatories, lobbies and stairways, except only as to any area that Landlord may designate outside the Building as a specific smoking area of the Building. Tenant shall be responsible for complying with and observing all laws, rules and regulations pertaining to smoking prohibitions within the Leased Premises as to Tenant, its employees, customers and invitees. Landlord shall uniformly apply the foregoing prohibitions against all of tenants and occupants of the Building.

62 **Americans with Disability Act** Except as to the Leased Premises after completion and delivery of Landlord's Work, Landlord hereby agrees to indemnify Tenant against any and all claims, suits or other actions relating to violations of the Americans with Disabilities Act ("ADA") relating to the Building or Project. Tenant acknowledges that Tenant is responsible for the Leased Premises compliance with the ADA after completion and delivery of Landlord's Work.

By _____
Name _____
Title _____

FLOOR PLAN

FLOOR PLAN

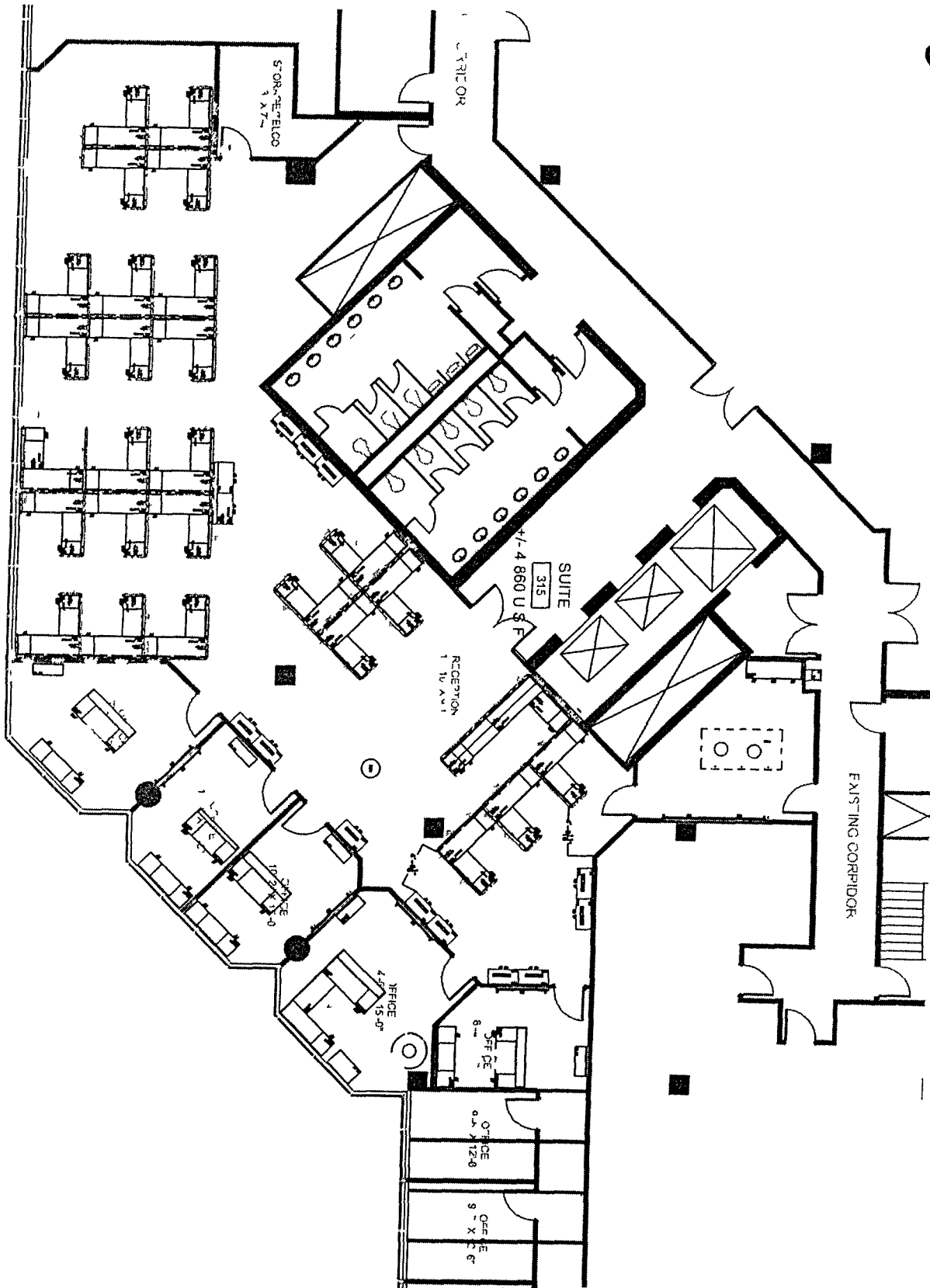


EXHIBIT "B"

LANDLORD'S WORK

Landlord shall provide a Tenant Improvement Allowance of up to Twelve and no/100 Dollars (\$12 00) per rentable square foot, which sum shall be inclusive of space planning, architectural and engineering costs, construction and construction management costs to improve the Leased Premises but cannot be used for furniture, equipment or decorative items. Any unused portion of such Tenant Improvement Allowance shall revert to and be the sole property of Landlord and Tenant shall have no right of offset or credit as against the payment of Rent due under the Lease. Landlord shall complete the Tenant Improvements identified on Schedule 1 hereto on behalf of Tenant. Tenant shall pay to Landlord the cost of the Tenant Improvements which exceeds the \$12 00 per rentable square foot allowance. Such payment shall be made within thirty (30) days of receipt by Tenant from Landlord of paid invoices for such improvement work.

ATTACHMENT 1

PLANS AND SPECIFICATIONS

EXHIBIT "C"

RULES AND REGULATIONS

1 Tenant, its officers, agents, servants and/or employees shall not block or obstruct any of the entries, passages, doors, elevators, elevator doors, hallways or stairways of the Project, garage or other parking facilities, or place, empty or throw any rubbish, litter, trash or material of any nature into such areas, and shall not use such areas except for ingress and egress

2 The movement of furniture, equipment, machines, merchandise or materials within, into or out of the Leased Premises or the Project shall be restricted to time, method and routing of movement as reasonably determined by Landlord and Tenant shall assume all liability and risk to property, Leased Premises and the Project in such movement Tenant shall not move furniture, machines, equipment, merchandise or materials within, into or out of the Project or the Leased Premises without having first obtained a written permit from Landlord twenty-four (24) hours in advance Safes, large files, electronic data processing equipment and other heavy equipment or machines shall be moved into the Leased Premises or the Project only with Landlord's written consent (not to be unreasonably withheld, conditioned or delayed) and placed where directed by Landlord

3 No sign, plaque, advertisement or notice shall be displayed, painted or affixed by Tenant, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees in or on any part of the outside or inside of any building in the Project, other than in the Leased Premises in accordance with the Lease

4 Landlord will not be responsible for lost or stolen property, equipment, money or any article taken from the Leased Premises or the Project regardless of how or when loss occurs, except for the gross negligence or willful misconduct of Landlord

5 Tenant, its officers, agents, servants and/or employees shall not install or operate any refrigerating, heating or air conditioning apparatus or carry on any mechanical operation or bring into the Leased Premises or the Project any inflammable fluids or explosives without written permission of Landlord, which permission may be denied in Landlord's reasonable discretion

6 Tenant, its officers, agents, servants, employees, patrons, licensees, customers, visitors and/or invitees shall not use the Leased Premises or the Project for housing, lodging or sleeping purposes or for the cooking or preparation or service of food, except for coffee and beverage service and microwave heating of prepared foods

7 Tenant, its officers, agents, servants, employees, patrons, licensees, customers, visitors and/or invitees shall not bring into the Project or the Leased Premises, or keep on or in the Leased Premises or the Project, any fish, fowl, reptile, insect or animal or any bicycle, except for seeing eye dogs

8 No additional locks shall be placed on any door in the Project without the prior written consent of Landlord (not to be unreasonably withheld, conditioned or delayed) Landlord will furnish two keys to each lock on doors in the Leased Premises and Landlord, upon request of Tenant, shall provide additional duplicate keys at Tenant's expense Landlord may at all times keep a pass key to the Leased Premises All keys shall be returned to Landlord promptly upon termination of this Lease

9 Except for hanging pictures or other decorative items Tenant its officers

establish their right to enter or to leave the Project, (ii) close all Parking Facilities between the hours of 9 00 p m and 7 00 a m during week days, (iii) close all parking areas on holidays and weekends

11 Tenant, its officers, agents, servants and employees shall not permit the operation of any musical or sound producing instruments or device which may be heard outside the Leased Premises or the Project, or which may emanate electrical waves which will impair radio or television broadcasting or reception from or in the Project

12 Tenant, its officers, agents, servants and employees shall, before leaving the Leased Premises unattended, close and lock all doors, damage resulting from failure to do so shall be paid by Tenant

13 All plate and other glass now or hereafter in or forming a part of the Leased Premises or the Project which is broken and/or damaged through cause attributable to Tenant, its officers, agents, servants, employees, patrons, licensees, customers, visitors, or invitees shall be replaced by Landlord at the expense of Tenant

14 Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning equipment, plumbing, electric facilities or any part of appurtenance of the Leased Premises

15 The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose officers, employees, agents, servants, patrons, customers, licensees, visitors or invitees shall have caused it

16 All contractors and/or technicians performing work for Tenant within the Leased Premises or the Project shall be referred to Landlord for approval (not to be unreasonably withheld, conditioned or delayed) before performing such work This shall apply to all work including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and all installations affecting floors, walls, windows, doors, ceilings, equipment or any other physical feature of the Project or the Leased Premises None of this work shall be done by Tenant without Landlord's prior written approval (not to be unreasonably withheld, conditioned and delayed)

17 No showcases or other articles shall be put in front of or affixed to any part of the exterior of any building in the Project, nor placed in the halls, corridors or vestibules of any building in the Project

18 Glass panel doors that reflect or admit light into the passageways or into any place in the Project shall not be covered or obstructed by Tenant and Tenant shall not permit, erect, and/or place drapes, shades, furniture, fixtures, shelving, display cases, tables, lights, blinds, signs or advertising devices in front of or in proximity of interior or exterior windows, glass panels, or glass doors providing a view into the interior of the Leased Premises unless same shall have first been approved in writing by Landlord No window treatment shall be utilized by Tenant without Landlord's prior written consent (not to be reasonably withheld, conditioned or delayed)

19 No space in the Project shall, without the prior written consent of Landlord, be used for manufacturing, public sales, or for the storage of merchandise, or for the sale of merchandise, goods or property of any kind or auction

23 The work of Landlord's janitors or cleaning personnel shall not be hindered by Tenant after 5 30 p m and before 7 00 a m and such work may be done at any time when the offices are vacant The windows, doors and fixtures may be cleaned at any time Tenant shall provide adequate waste and rubbish receptacles, cabinets, bookcases, map cases, etc , necessary to prevent unreasonable hardship to Landlord in discharging its obligation regarding cleaning service

24 In the event Tenant must dispose of crates, boxes, etc , which will not fit into office wastepaper baskets, it will be the responsibility of Tenant to dispose of same In no event shall Tenant set such items in the public hallways or other areas of the Project, excepting the Leased Premises, for disposal

25 Tenant is cautioned in purchasing furniture and equipment that the size is limited to such as can be placed in the elevator and will pass through the doors of the Leased Premises Large pieces should be made in parts and set up in the Leased Premises Landlord reserves the right to refuse to allow to be placed in the Project any furniture or equipment of any description which does not comply with the above conditions

26 Tenant will be responsible for any damage to the Leased Premises, including carpeting and flooring, as a result of rust or corrosion of file cabinets, roller chairs, metal objects or spills of any type of liquid

27 If Tenant employs laborers or others outside of the Project, Tenant shall not have said employees paid in any area of the Premises, but shall arrange to pay their payrolls elsewhere

28 If the Leased Premises becomes infested with vermin as a result of actions by Tenant, then Tenant, at its sole cost and expense, shall cause its premises to be exterminated from time to time, to the satisfaction of Landlord, and shall employ such exterminators therefor as shall be approved by Landlord

29 Tenant shall not install any antenna or aerial wires, or radio or television equipment, or any other type of equipment, inside or outside of the Project, without Landlord's prior approval (not to be unreasonably withheld, conditioned or delayed) in writing, and upon such reasonable terms and conditions as may be specified by Landlord in each and every instance

30 Tenant shall not make or permit any use of the Leased Premises or the Project which, directly or indirectly, is forbidden by law, ordinance or governmental or municipal regulation, code or order, or which may be disreputable, or which may be dangerous to life, limb or property

31 Tenant shall not advertise the business, profession or activities of Tenant in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining thereto, or use the name of the Project for any purpose other than that of the business address of Tenant or use any picture or likeness of the Project or the Project name in any letterheads, envelopes, circulars, notices, advertisements, containers or wrapping material, without Landlord's express consent in writing

32 Tenant, its officers, agents, employees, servants, patrons, customers, licensees, invitees and visitors shall not solicit business in the Parking Facilities or common areas, nor shall Tenant distribute any handbills or other advertising matter in automobiles parked in the Parking Facilities

34 Tenant shall permit Landlord, or its agent, upon prior notice to Tenant, to enter the Leased Premises to make inspections, repairs, alterations or additions in or to the Leased Premises or the Project, and at any time in event of emergency permit Landlord to perform any acts related to the safety, protection, preservation, reletting or improvement of the Leased Premises or the Project. Landlord shall not materially interfere with the conduct of Tenant's business in connection with any such entry.

 In the event of a conflict between the terms of these Rules and Regulations and the terms contained in the body of the Lease, the terms of these Rules and Regulations shall control.

EXHIBIT "D"

PARKING AGREEMENT

1 During the herein defined Lease Term, Tenant shall have access to on-site parking at a ratio as provided in the Basic Leasing Information. Parking spaces are hereby allotted to Tenant at the rates stated in the Basic Leasing Information.

Standard parking spaces shall be allotted to Tenant based upon the then current rules and regulations established by Landlord and may include covered parking, uncovered roof spaces, surface parking and off-site parking (collectively referred to as "Parking Facilities"). No deductions or allowances will be made for days an individual does not use the Parking Facilities or for Tenant utilizing less than the number of spaces stated above. Tenant's obligation to pay the Parking Charges shall be considered an obligation to pay rent for all purposes hereunder and shall be secured in like manner as Tenant's obligation to pay rent. Default in payment of such Parking Charge shall be deemed to be a default in payment of rent and Tenant's right to park in the Parking Facilities shall be automatically cancelled.

2 Landlord may employ a system for vehicle identification using stickers, license numbers or any other method Landlord may select, and Tenant understands and agrees that any vehicle parked in the Parking Facilities which does not comply with Landlord's system of vehicle identification then in effect, or which may be located in a designated visitor, special purpose or prohibited parking area (within or outside the Parking Facilities), or improperly parked (such as, by way of illustration but not limitation, parked in or across more than one designated parking space), shall be subject to removal without prior notice at the expense of the owner thereof.

3 In the event said Parking Agreement is cancelled as provided above, the automobile owner agrees to remove said automobile from the premises promptly upon demand, otherwise Landlord shall remove said automobile without assumption of any liability whatsoever.

4 Landlord shall not be responsible for any loss, theft or damage to any articles left in any vehicle while in or being driven to or from the Parking Facilities unless due to gross negligence of Landlord, its agents, or employees.

5 All parking will be on an unassigned basis other than the reserved parking space area and any other special areas Landlord may designate from time to time. Landlord may make, modify, and enforce reasonable rules and regulations to the parking vehicles in the Parking Facilities, and Tenant agrees to abide by such rules and regulations.

6 Any holding over of Tenant of such parking spaces beyond the term of this Lease shall constitute and be construed as a tenancy at will, subject to termination by Landlord at any time or by Tenant at any time upon at least thirty (30) days advance written notice, and all other terms and provisions hereof shall be applicable during that period.

7 Landlord shall furnish to Tenant one (1) parking security access card, if applicable, for each parking space at no initial charge. In the event of a lost or damaged card needing to be replaced, Tenant shall pay a charge of \$25.00 for the replacement of said lost or damaged card.

GUARANTY

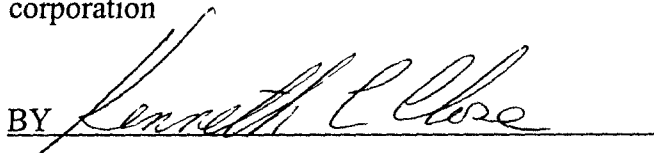
FOR VALUE RECEIVED and in consideration for and as an inducement to Landlord making the within Lease with Tenant, the undersigned, on behalf of itself, and its successors and assigns, guarantees to Landlord, Landlord's successor and assigns, the payment of all sums and performance of all obligations of Tenant under the Lease, without requiring any notice of non-payment, non-performance, or non-observance, or proof, or notice, or demand, whereby to charge the undersigned therefor, all of which the undersigned hereby expressly waives and expressly agrees that the validity of this agreement and the obligations of the undersigned hereunder shall not be terminated, affected or impaired by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the within Lease. The undersigned, on behalf of itself, and its successors and assigns, further covenants and agrees that this guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of the within Lease. As a further inducement to Landlord to make the within Lease and in consideration thereof, the undersigned agrees (and by accepting this guaranty, Landlord shall be deemed to have agreed) as follows: (a) that in any action or proceeding brought by either Landlord or the undersigned against the other on any matters whatsoever arising out of, under, or by virtue of the terms of the within Lease or of this guaranty, that Landlord and the undersigned shall and do hereby [i] waive trial by jury and [ii] submit to the jurisdiction of the Circuit Court in and for Broward County, Florida, and (b) that the undersigned shall and does hereby waive [i] all rights of subrogation, and [ii] intentionally omitted. In the event Landlord incurs any expenses in the enforcement of this guaranty whether legal action be instituted or not, the undersigned agrees to be liable for same (including reasonable attorney's fees) and to pay same promptly on demand by Landlord (i.e., unless the undersigned shall be the prevailing party in any such litigation).

Anything in the foregoing to the contrary notwithstanding, it is understood and agreed that the undersigned shall be released from liability hereunder effective on the next day following the last day of the "Lease Term" (as said term is defined in the Lease), provided, however, that the undersigned shall not be released as to any default in the payment of any sum or in the performance of any duty or obligation on the part of Tenant to be paid or performed under or pursuant to the terms of the within Lease which shall have accrued prior to the next day following the last day of the Lease Term.

GUARANTOR

ALLEGIANCE TELECOM, INC., a Delaware corporation

BY



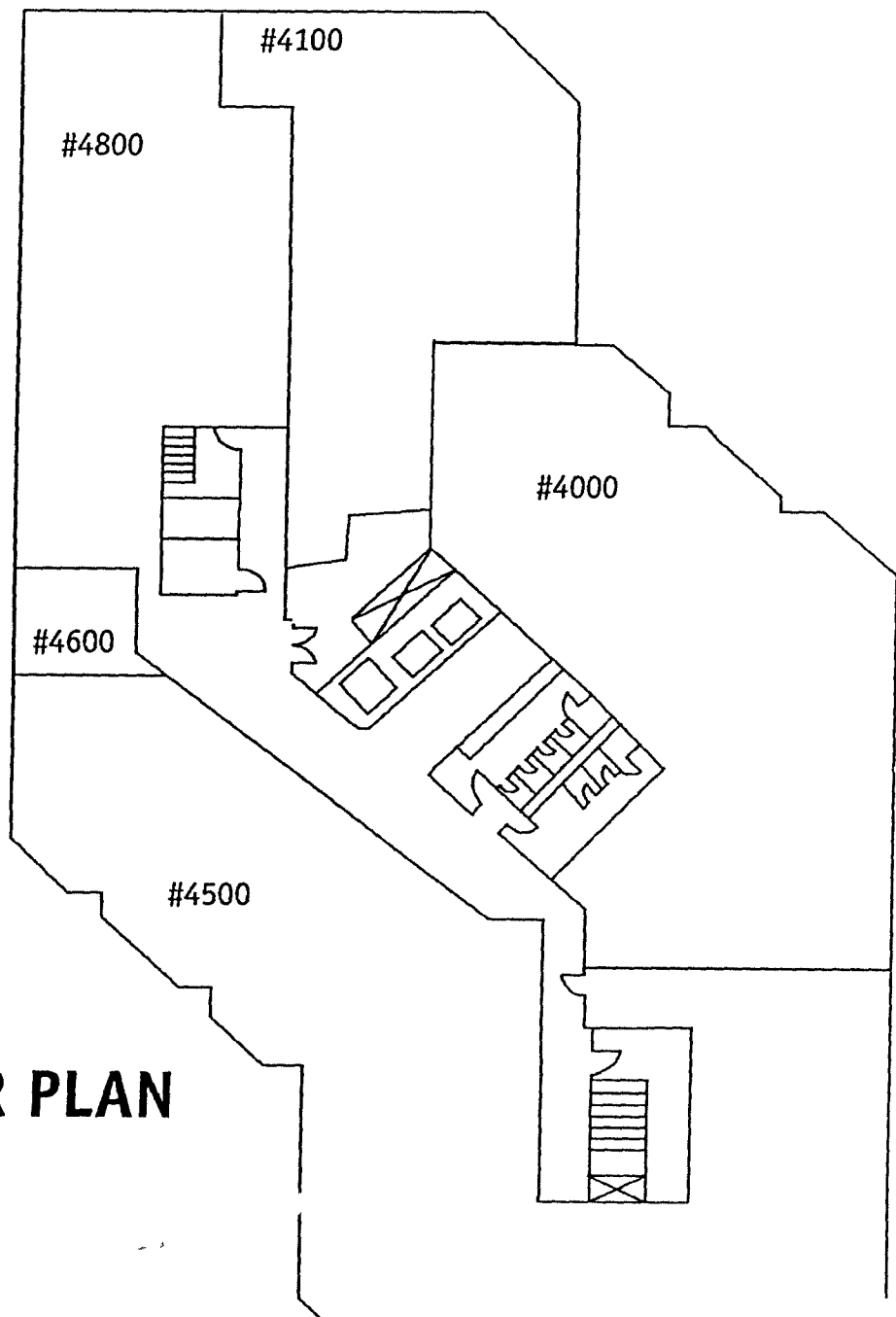
Kenneth C. Close
Vice President
Real Estate & Facilities

EXHIBIT "E"

Additional Space

Contiguous Premises

2101 BUILDING FLOOR FOUR



FOURTH FLOOR PLAN

