

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **September 29, 2015**



**Cross Country Healthcare, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or Other Jurisdiction of Incorporation)

**0-33169**

(Commission File Number)

**13-4066229**

(I.R.S. Employer Identification No.)

**6551 Park of Commerce Blvd., N.W., Boca Raton, FL 33487**

(Address of Principal Executive Office) (Zip Code)

**(561) 998-2232**

(Registrant's telephone number, including area code)

**Not Applicable**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01 Entry into a Material Definitive Agreement.**

On September 29, 2015, Cross Country Healthcare, Inc. (the "Company") entered into a new lease agreement and amended its two current lease agreements in Boca Raton, Florida, its headquarters.

**Amendments**

The Company entered into a Fourth Amendment with Granite Meridian, LLC (the "Landlord") for its corporate headquarters. The original lease was entered into on April 28, 1997 between Meridian Properties and Cross Country Staffing, Inc. (the "Current Lease"). The Company will continue to occupy all of the 70,406 rentable square feet located at 6551 Park of Commerce, Boca Raton, Florida 33487.

This Amendment extends the term of the Current Lease from May 1, 2018 until December 31, 2025, and the terms of the Current Lease shall continue to apply except as expressly set forth in the Amendment. The Company has a right, at its option and subject to the terms of the Amendment, to extend the term of the Lease for one (1) five year period at market rate.

The annual base rent for the first year will be \$1,196,902, retroactive to July 1, 2015, with annual increases of three percent (3%) per year. In addition to the base rent, the Company will continue to pay operating expenses to the Landlord. Assuming the Company is not in default under the lease, the Company shall be entitled to an abatement of fifty percent (50%) of base rent and fifty percent (50%) of the operating payment for the period commencing July 1, 2015 and ending June 30, 2016. Under the terms of the Amendment, the Landlord will provide the Company with an allowance in an amount not to exceed \$2,464,210 for the completion of certain improvements in the premises and costs incurred by the Company in connection with relocation expenses related to the premises.

In addition, the Company entered into a Ninth Amendment with Mainstreet CV North 40, LLC for premises located at 901 Yamato Road, Boca Raton, Florida 33431. This lease was originally dated as of November 22, 1999 between Fairfax Boca 92, L.P. and Medical Staffing Network, Inc. (the "MSN Current Lease"). Under the Amendment, the Company will reduce the size of the original premises (44,675 rentable square feet), partially terminate the lease with respect to that portion of the original premises consisting of 28,940 rentable square feet, and extend the term of the lease for the remaining portion of the original premises.

The Amendment also extends the term of the MSN Current Lease from December 31, 2015 until December 31, 2016, and the terms of the MSN Current Lease shall continue to apply except as expressly set forth in the Amendment.

Through December 31, 2015, the base rent will remain at \$14.50 per square foot, increasing to \$16.00 per square foot on January 1, 2016 and continuing through the end of the lease term. In addition to the base rent, the Company will continue to pay additional rent in the form of a pro rata share of operating expenses. The additional rent will be based on the reduced portion of rentable square feet.

**New Lease Agreement**

The Company entered into a lease agreement with Mainstreet CV North 40, LLC (the "New Landlord") for the premises at 5201 Congress Road, Suite 100 A/B, Boca Raton, Florida 33487. The rentable floor area of the premises is approximately 36,919 square feet. The lease term commences the earlier of July 1, 2016 or five (5) days after the Certificate of Occupancy for leasehold improvements, and expires November 30, 2025 (or one hundred and thirteen (113) months after the commencement date). The Company has an option to extend the term of the lease for one (1) five year period, in accordance with the terms of the lease.

The annual base rent for the first year will be \$590,704, with annual increases of three percent (3%) per year. In addition to the base rent, the Company will be required to pay additional rent in the form of a pro rata share (18.22%) of operating expenses. The New Landlord will abate base rent during the first five (5) months immediately following the July 1, 2016 commencement date. Under the terms of this lease, the New Landlord will pay the Company an improvement allowance equal to the lesser of the actual cost of improvements or \$1,292,165.

The foregoing descriptions of the Lease Agreement and Amended Lease Agreements do not purport to be complete and are qualified in their entirety by reference to the full text of the Agreements, copies of which are attached herewith as Exhibits 10.1 through 10.3.

The foregoing descriptions of the Lease Agreement and Amended Lease Agreements do not purport to be complete and are qualified in their entirety by reference to the full text of the Agreements, copies of which are attached herewith as Exhibits 10.1 through 10.3.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

<b>Exhibit</b>	<b>Description</b>
<a href="#">10.1</a>	Fourth Amendment to Lease Agreement, dated September 29, 2015, by and between Granite Meridian LLC and Cross Country Healthcare, Inc.
<a href="#">10.2</a>	Ninth Amendment to Lease Agreement, dated September 29, 2015, by and between Mainstreet CV North 40, LLC and Cross Country Healthcare, Inc.
<a href="#">10.3</a>	Lease Agreement, dated September 29, 2015, by and between Mainstreet CV North 40, LLC and Cross Country Healthcare, Inc.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

**CROSS COUNTRY HEALTHCARE, INC.**

By: /s/ William J. Burns  
William J. Burns  
Chief Financial Officer

Dated: October 2, 2015

**FOURTH AMENDMENT TO LEASE**

THIS FOURTH AMENDMENT TO LEASE (this "Amendment") is made and entered into this 29<sup>th</sup> day of September, 2015, by and between Granite Meridian LLC, a Delaware limited liability company, ("Landlord") and Cross Country Healthcare, Inc., a Delaware corporation ("Tenant").

**BACKGROUND**

WHEREAS, Meridian Properties, a Michigan partnership ("Original Landlord") and Cross Country Staffing, a Delaware partnership ("Original Tenant") entered into that certain Lease dated April 28, 1997, as amended by that certain Amendment to Lease dated May 1, 2002, that certain Second Amendment to Lease dated February 17, 2007, and that certain Third Amendment to Lease dated May 14, 2008 (the "Third Amendment" and, collectively, the "Lease"), pursuant to which Tenant is leasing all of the 70,406 rentable square feet of space (the "Premises") in the building located at 6551 Park of Commerce, Boca Raton, Florida, (the "Building") as more particularly described in the Lease; and

WHEREAS, Landlord is the successor-in-interest to all of Original Landlord's right, title and interest in, on and under the Lease and Tenant is the successor-in-interest to all of Original Tenant's right, title and interest in, on and under the Lease; and

WHEREAS, the Lease is scheduled to expire on May 1, 2018; and

WHEREAS, Landlord and Tenant have agreed, among other things, to extend the term of the Lease and otherwise modify certain provisions of the Lease, all pursuant to the terms and conditions as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Construction.** Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Lease.
2. **Extension of Term.** The term of the Lease is hereby extended for a period commencing on May 2, 2018 and ending on December 31, 2025 (the "Extension Term"), unless sooner terminated in accordance with the terms of the Lease. The Extension Term shall be on the same terms and conditions contained in the Lease except as expressly set forth herein.
3. **Base Rent.** Commencing retroactively on July 1, 2015 (the "Revised Rent Commencement Date"), Tenant shall, subject to Paragraph 4 below, pay to Landlord Base Rent for the Premises as set forth below and as otherwise required pursuant to the terms of the Lease:

Period	Annual Base Rent	Monthly Base Rent
7/1/15-6/30/16	\$1,196,902.00	\$99,741.83
7/1/16-6/30/17	\$1,232,809.06	\$102,734.09
7/1/17-6/30/18	\$1,269,793.33	\$105,816.11
7/1/18-6/30/19	\$1,307,887.13	\$108,990.59
7/1/19-6/30/20	\$1,347,123.75	\$112,260.31
7/1/20-6/30/21	\$1,387,537.46	\$115,628.12
7/1/21-6/30/22	\$1,429,163.58	\$119,096.97
7/1/22-6/30/23	\$1,472,038.49	\$122,669.87
7/1/23-6/30/24	\$1,516,199.64	\$126,349.97
7/1/24-6/30/25	\$1,561,685.63	\$130,140.47

Additionally, Tenant shall pay to Landlord the sales or privilege tax required under applicable law, including but not limited to Florida Statutes Section 212.031 and any amendments or replacements thereof.

4. **Rent Abatement.** Notwithstanding anything to the contrary contained herein, so long as Tenant is not in default under the Lease (after expiration of any applicable grace period), Tenant shall be entitled to an abatement of fifty percent (50%) of Base Rent and fifty percent (50%) of Tenant's Operating Payment for the period commencing on the Revised Rent Commencement Date and ending on June 30, 2016 (the aggregate amounts abated in accordance with the provisions of this paragraph shall be referred to as the "Abated Rent"). In the event Tenant defaults under the Lease, after the expiration of applicable notice and cure periods, the Abated Rent shall become immediately due and payable without prejudice to any other remedies of Landlord.

5. **AS IS.** Tenant acknowledges and agrees that the Premises are in good order and satisfactory condition as of the date hereof, subject to any latent defects of which Tenant is not aware. No agreement of Landlord to alter, remodel, decorate, clean or improve the Premises or the Building (or to provide Tenant with any credit or allowance for the same), and no representation regarding the condition of the Premises or the Building, have been made by or on behalf of Landlord or relied upon by Tenant except as set forth in the Lease and as set forth in Paragraph 6 below.

6. **Allowance.** Landlord shall provide Tenant with an allowance in an amount not to exceed Two Million Four Hundred Sixty-Four Thousand Two Hundred Ten and no/100 Dollars (\$2,464,210.00), which amount represents \$35.00 per square foot of the Premises, for the completion of certain improvements in the Premises and costs incurred by Tenant in connection with relocation expenses related to the Premises in accordance with the terms and conditions of Exhibit A attached hereto and made a part hereof. Tenant shall not be required to remove any improvements installed as part of Tenant's Work (as defined in Exhibit A) at the expiration of the term of the Lease.

7. **Option to Renew.** Tenant has exercised its two (2) renewal options set forth in Section 1 of Article 3 of the Lease. Landlord hereby grants to Tenant an additional right to renew the Lease pursuant to the terms of this paragraph.

(a) Tenant shall have the right to extend the Extension Term for one (1) additional term of five (5) years (the "Renewal Term"), upon the same terms and conditions as are herein provided, except that (i) Base Rent during the first year of the Renewal Term shall be at an annual rate equal to the annual Fair Market Rent (as hereinafter defined) for the Premises for the first year of the Renewal Term, and such annual rate may be subject to annual increases, to the extent consistent with Fair Market Rent, (ii) Tenant shall have no option to renew the Lease beyond the expiration of the Renewal Term, and (iii) the Premises shall be delivered in their existing condition (on an "as is" basis") at the time the Renewal Term commences. Such right shall be exercised by Tenant by giving written notice to Landlord at least nine (9) months but not more than twelve (12) months prior to the expiration date of the Extension Term. Time shall be of the essence for the exercise of such option. Tenant shall have no further right to extend or renew the Lease. Base Rent during each year of the Renewal Term (after the first year of the Renewal Term) shall be increased based on Fair Market Rent.

(b) **Fair Market Rent.** For the purposes of this Paragraph, "Fair Market Rent" shall mean the Base Rent, on a so called "net" basis, that would be paid by a willing tenant, not compelled to lease, and accepted by a willing landlord, not compelled to lease, for the Premises as of the commencement date of the Renewal Term and for each year of the Renewal Term. Fair Market Rent shall be reasonably determined by Landlord in a notice (the "Fair Market Rent Notice") delivered to Tenant not later than six (6) months prior to the commencement of the Renewal Term.

(c) **Dispute of Fair Market Rent.** In the event Tenant shall elect to dispute Landlord's determination of the Fair Market Rent, Tenant shall be required to notify Landlord of such dispute in writing (the "Dispute Notice") within thirty (30) days after delivery to Tenant of the Fair Market Rent Notice. The Dispute Notice shall contain, among other things, Tenant's proposed Base Rent for each year of the Renewal Term ("Tenant's Proposed Rent"). Failure by Tenant to so notify Landlord of Tenant's dispute shall be deemed to constitute Tenant's acceptance thereof. If Tenant shall timely notify Landlord of Tenant's dispute, then the determination of Fair Market Rent shall be resolved as hereinafter set forth. If such resolution concerning Fair Market Rent shall not be concluded prior to the commencement of the Renewal Term, Tenant shall nevertheless pay all Base Rent and Additional Rent to Landlord with respect thereto from and after the commencement of the Renewal Term, which shall include Base Rent as specified in the Fair Market Rent Notice. If the Fair Market Rent as determined as set forth below is greater than or less than that specified in the Fair Market Rent Notice, then such adjustment as shall be needed to correct the amount previously paid by Tenant on such overpaid or underpaid amount, as the case may be, computed from the date of such overpayment or underpayment, as the case may be, to the date of refund or payment, as appropriate, shall be made in a payment by the appropriate party within thirty (30) days after the final determination.

(d) **Broker Resolution.** Landlord and Tenant shall use good faith efforts to agree upon the Base Rent for the Renewal Term within twenty (20) days after Landlord's receipt of the Dispute Notice. If the parties are unable to agree upon the Base Rent for the Renewal Term within such twenty (20) day period, then each party shall appoint,

within five (5) days after the expiration of such twenty (20) day period, an independent real estate broker ("Broker") who is licensed in the State of Florida, specializes in the field of commercial office space leasing in Boca Raton, Florida, has at least seven (7) years of experience and is recognized within the field as being reputable and ethical. Should either party fail to appoint a Broker within this time period, the Broker timely appointed shall reach a decision and that decision shall be binding on the Landlord and Tenant. The two (2) Brokers shall appoint a third Broker within five (5) days of their appointment, who shall be qualified under the same criteria set forth above. The three (3) Brokers shall, within ten (10) days of the 3<sup>rd</sup> Broker's appointment, reach a decision as to the Fair Market Rent for the Renewal Term, which shall not be more than Landlord's determination of the Base Rent, as set forth in the Fair Market Rent Notice, or less than Tenant's Proposed Rent and shall notify the parties of their decision. The decision of the majority of the three (3) Brokers shall be binding upon Landlord and Tenant. All costs of the Brokers shall be at Tenant's sole cost and expense.

(e) **Conditions.** Tenant may exercise its option to renew hereunder, and an exercise thereof shall be only effective, if at the time of Tenant's exercise of the option and on the commencement date of the Renewal Term, the Lease is in full force and effect and there are no events or circumstances which, with the giving of notice or the passage of time, or both, could constitute a default by Tenant under the Lease, and inasmuch as this option is intended only for the benefit of the tenant executing this Amendment (the "Current Tenant"), the entire Premises are occupied by the Current Tenant, and Current Tenant has neither assigned the Lease nor sublet any portion of the Premises. Notwithstanding the foregoing, Landlord may, in its sole discretion, accept Tenant's exercise of such option even if all of the criteria set forth are not satisfied.

(f) **Documentation.** If Tenant has validly exercised its renewal right hereunder, then, within fifteen (15) business days after the request by either party to be delivered in no event prior to the date on which Fair Market Rent is determined, Landlord and Tenant shall enter into a written amendment of the Lease confirming the terms, conditions and provisions applicable to the Renewal Term as determined in accordance herewith.

8. **Holding Over.** Notwithstanding Section 1 of Article 21 of the Lease, or any other provision of the Lease, to the contrary, Tenant's sole obligation for holding over will be limited to paying rent equal to one and one-half times the Base Rent in effect during the last Lease Year of the term, as extended or renewed, and such obligation shall not commence until the ninety-first (91<sup>st</sup>) day of such holdover. During the first ninety (90) days of such holdover, Tenant shall continue to pay all Rent as required under the Lease. Without limiting the foregoing, in no event shall Tenant be liable to Landlord for consequential or punitive damages as a result of such holding over, provided that Tenant shall nonetheless be obligated to vacate the Premises notwithstanding any payment made by Tenant pursuant to this Paragraph 8.

9. **Parking.** Notwithstanding Section 4 of Article 8 of the Lease to the contrary, Landlord and Tenant acknowledge and agree that, as result of Tenant installing a Generator (as defined and as set forth in the Third Amendment) there are three hundred and sixty-two (362) parking spaces within the parking facility (and not three hundred and sixty-seven parking

spaces). From and after the date hereof, the number "367" in Section 4 of Article 8 of the Lease is deleted and replaced with "362".

10. **RETT.** Landlord and Tenant hereby agree that it is their intent that all Rent due under the Lease shall qualify as "rents from real property" within the meaning of Sections 512(b)(3) and 856(d) of the Internal Revenue Code of 1986, as amended, (the "Code") and the U.S. Department of the Treasury Regulations promulgated thereunder (the "Regulations"). In the event that (i) the Code or the Regulations, or interpretations thereof by the Internal Revenue Service contained in revenue rulings or other similar public pronouncements, shall be changed so that any Rent no longer so qualifies as "rent from real property" for purposes of either said Section 512(b)(3) or Section 856(d) or (ii) Landlord, in its sole discretion, determines that there is any risk that all or part of any Rent shall not qualify as "rents from real property" for the purposes of either said Sections 512(b)(3) or 856(d), such Rent shall be adjusted in such manner as Landlord may require so that it will so qualify; provided, however, that any adjustments required pursuant to this Paragraph shall be made so as to produce the equivalent (in economic terms) Rent as payable prior to such adjustment; and provided further, that, if the Rent cannot be adjusted as described above and such inability to adjust the Rent results in an adverse effect upon Landlord or its mortgagee, then Landlord shall have the option to terminate the Lease upon ninety (90) days' prior written notice to Tenant. If such notice shall be given, then the Lease shall terminate on the ninetieth (90th) day after the date of such notice, all with the same force and effect as if such date were the expiration date specified in the Lease, as amended hereby. The parties agree to execute such further commercially reasonable instrument as may reasonably be required by Landlord in order to give effect to the foregoing provisions of this Paragraph.

11. **OFAC.** Tenant represents, warrants and covenants that neither Tenant nor any of its, officers, directors, or members (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) ("Order") and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) is listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) is listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) is listed on any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) is listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unrepealed provision of the Iraq Sanctions Act, Publ.L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 aa-9; The Cuban Democracy Act, 22 U.S.C. §§ 60-01-10; The Cuban Liberty and Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (vi) is engaged in activities prohibited in the Orders; or (vii) has been convicted, pleaded nolo contendere, indicted,

arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.).

12. **Non-Affiliation Representation.** Tenant represents and warrants that Tenant is neither a PNC Entity or a BlackRock Entity (each as hereinafter defined) nor an Affiliate (as hereinafter defined) of a PNC Entity or a BlackRock Entity. Tenant covenants that Tenant will not become a PNC Entity or a BlackRock Entity or an Affiliate of a PNC Entity or a BlackRock Entity. Tenant further agrees that Tenant will not assign the Lease or sublease all or any portion of the Premises to a PNC Entity or a BlackRock Entity or to an Affiliate of a PNC Entity or a BlackRock Entity without Landlord's prior written consent, which consent may be withheld in its sole and absolute discretion. As used herein, (a) "BlackRock Entity" means BlackRock, Inc. and any entity controlling, controlled by or under common control with BlackRock, Inc. (and the parties agree that this definition shall include any institutional fund managed by a BlackRock Entity), (b) "PNC" means The PNC Financial Services Group, Inc., a Pennsylvania corporation, and (c) "PNC Entity" means PNC and any entity controlling, controlled by or under common control with PNC (and the parties agree this definition shall include any institutional fund managed by a PNC Entity). Additionally, as used in this Paragraph only, the term "Affiliate" shall mean any Person who directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with such Person and the term "Person" shall mean any individual, general partnership, limited partnership, corporation, limited liability company, limited liability partnership, joint venture, trust, business trust, cooperative or association or other comparable business entity, and the heirs, executors, administrators, legal representatives, successors and assigns of any of the foregoing where the context so permits.

13. **Notices to Landlord.** Notwithstanding anything to the contrary in the Lease all notices to Landlord shall be sent to the following parties at the following addresses only and otherwise in accordance with the terms of the Lease:

Granite Meridian LLC  
c/o Terranova Corporation  
801 Arthur Godfrey Road, Suite 600  
Miami Beach, FL 33140  
Attention: Mr. Stephen Bittel

With a copy to:

Granite Meridian LLC  
c/o BlackRock Realty Advisors, Inc.  
40 E. 52<sup>nd</sup> Street, 17<sup>th</sup> Floor  
New York, New York 10072  
Attention: Granite Fund – Asset Manager  
Attention: Granite Fund -- General Counsel

With a copy to:

Holland & Knight LLP

131 South Dearborn Street  
30<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: David B. Allswang, Esq.

14. **Warranty.** Tenant warrants that it currently has no claims against Landlord and that Tenant has had no dealings with any broker except Cushman & Wakefield of Florida, Inc. in connection with this Amendment and agrees to defend, with counsel approved by Landlord, indemnify and save Landlord harmless from and against any and all costs, expense or liability for any compensation, commission or charges (including, without limitation, reasonable attorney's fees) claimed by any broker or agent who claims to have represented Tenant with respect to this Amendment.

15. **THIS SECTION INTENTIONALLY OMITTED.**

16. **Full Force and Effect.** Except as specifically modified herein, all other terms and conditions of the Lease shall remain in full force and effect and are hereby ratified, and confirmed.

17. **Inconsistencies.** In the event of inconsistencies between the Lease and this Amendment, this Amendment will take precedence.

18. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, transferees, successors and assigns.

19. **Authority.** The person executing and delivering this Amendment on behalf of each party represents and warrants that he has full power, authority and right to do so on behalf of such party.

20. **Construction.** This Amendment shall be governed by and construed in accordance with the laws of the State of Florida.

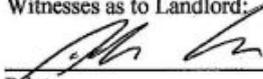
21. **Headings.** Section headings contained herein are for convenience or reference only and shall not govern the interpretation of any of the provisions contained herein.

22. **Counterparts.** This Amendment may be executed by each of the parties hereto in separate counterparts and have the same force and effect as if all of the parties had executed it as a single document. Counterparts to this Amendment may be executed and delivered by .pdf or facsimile transmission.

23. **Consent.** Any consent, permission or approval of Landlord to the extent expressly required under the Lease shall not be unreasonably withheld, conditioned or delayed. Adequate reason in writing shall be given if consent is refused.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date set forth above.

Witnesses as to Landlord:

  
\_\_\_\_\_  
Print  
Name: Adam Oher

Donald J. Smith Jr  
\_\_\_\_\_  
Print  
Name: D. Smith Jr

**LANDLORD:**

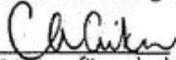
**GRANITE MERIDIAN LLC**, a Delaware limited liability company

By: BlackRock Granite Property Fund, L.P., a Delaware limited partnership, its Sole Member

By: BlackRock Granite Property Fund, LLC, a Delaware limited liability company, its General Partner

By: BlackRock Granite Property Fund, Inc., a Maryland corporation, its Sole Member

By: BlackRock Realty Advisors, Inc., a Delaware corporation, its Investment Manager

By:   
Name: Christopher Aiken  
Title: Director

Witnesses as to Tenant:

\_\_\_\_\_  
Print  
Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**TENANT:**

**CROSS COUNTRY HEALTHCARE, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date set forth above.

Witnesses as to Landlord:

\_\_\_\_\_  
Print  
Name: \_\_\_\_\_

\_\_\_\_\_  
Print  
Name: \_\_\_\_\_

**LANDLORD:**

**GRANITE MERIDIAN LLC**, a Delaware limited liability company

By: BlackRock Granite Property Fund, L.P., a Delaware limited partnership, its Sole Member

By: BlackRock Granite Property Fund, LLC, a Delaware limited liability company, its General Partner

By: BlackRock Granite Property Fund, Inc., a Maryland corporation, its Sole Member

By: BlackRock Realty Advisors, Inc., a Delaware corporation, its Investment Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witnesses as to Tenant:

Susan E. Ball  
Print  
Name: Susan E. Ball

Amy Vanek  
Print  
Name: Amy Vanek

**TENANT:**

**CROSS COUNTRY HEALTHCARE, INC.**, a Delaware corporation

By: William Burns  
Name: William Burns  
Title: CEO

**EXHIBIT A**

**TENANT'S WORK**

1. **Tenant's Work.** Tenant, at its sole cost and expense, subject to the application of the Tenant Improvement Allowance, shall perform or cause to be performed the improvements in the Premises ("Tenant's Work") provided for in the Plans (as defined in Paragraph 2 hereof) submitted to and approved by Landlord in writing. The Tenant's Work shall be constructed in a good and workmanlike fashion, in accordance with the requirements set forth herein and in compliance with all applicable laws, ordinances, rules and other governmental requirements. Tenant shall commence the construction of the Tenant's Work promptly following completion of the preconstruction activities provided for in Paragraph 2 below and shall diligently proceed with all such construction.

2. **Preconstruction Activities.**

(a) On or before the date Tenant commences construction of the Tenant's Work, Tenant shall submit the following information and items to Landlord for Landlord's review and approval:

(i) a detailed construction schedule containing the major components of the Tenant's Work and the time required for each, including the scheduled commencement date of construction of the Tenant's Work, milestone dates and the estimated date of completion of construction;

(ii) an itemized statement of the estimated construction cost, including permits and architectural and engineering fees;

(iii) the names and addresses of Tenant's contractors (and the contractors' subcontractors) to be engaged by Tenant for construction of the Tenant's Work ("Tenant's Contractors"). Landlord has the right to approve or disapprove Tenant's Contractors, which approval shall not be unreasonably withheld. Tenant shall not employ as Tenant's Contractors any persons or entities reasonably disapproved by Landlord. Tenant shall employ as Tenant's Contractors only those persons or entities so approved. Landlord may, at its election, designate a list of approved contractors for performance of work involving structural systems, from which Tenant must select its contractors for such work;

(iv) certified copies of insurance policies or certificates of insurance as hereinafter described. Tenant shall not permit Tenant's Contractors to commence work until the required insurance has been obtained and certified copies of policies or certificates have been delivered to Landlord; and

(v) the Plans for the Tenant's Work and the Additional Improvements, which Plans shall be subject to Landlord's approval in accordance with Paragraph 2(e) below.

(b) Tenant will update such information and items by notice to Landlord of any changes.

(c) As used herein, the term "Plans" shall mean full and detailed architectural plans and specifications covering the Tenant's Work (including, without limitation, architectural and working drawings for the Tenant's Work) and, to the extent necessary for the Tenant's Work, engineering, mechanical and electrical drawings. The Plans shall be subject to Landlord's prior written approval and the approval of all local governmental authorities requiring approval, if any. Landlord shall give its approval or disapproval (giving general reasons in case of disapproval) of the Plans within ten (10) business days after receipt thereof by Landlord. Landlord agrees not to unreasonably withhold its approval of said Plans; provided, however, that Landlord shall not be deemed to have acted unreasonably if it withholds its consent because, in Landlord's opinion: (i) the Tenant's Work are likely to affect adversely Premises systems, the structure of the Premises or the safety of the Premises and its occupants; (ii) the Tenant's Work would violate any governmental laws, rules or ordinances; (iii) the Tenant's Work contain or use hazardous or toxic materials; or (iv) the Tenant's Work would adversely affect the appearance of the exterior of the Premises. The foregoing reasons, however, shall not be exclusive of the reasons for which Landlord may withhold consent, whether or not such other reasons are similar to or dissimilar from the foregoing. Landlord shall cooperate with Tenant by discussing or reviewing preliminary plans and specifications, at Tenant's request prior to completion of the full, final detailed Plans, in order to expedite preparation of the final Plans and the approval process. If Landlord notifies Tenant that changes are required to the final Plans submitted by Tenant, Tenant shall, within seven (7) business days thereafter, submit to Landlord for its approval the Plans as amended in accordance with the changes so required. The Plans shall also be revised, and the Tenant's Work shall be changed, to incorporate any work required in the Premises by any local governmental field inspector. Landlord's approval of the Plans shall in no way be deemed to be a representation or warranty of Landlord that such Plans are adequate for any use or comply with any applicable laws, ordinances or regulations or other governmental requirements; or be deemed to be an acceptance or approval of any element therein contained which is in violation of any applicable laws, ordinances, regulations or other governmental requirements.

(d) No Tenant's Work shall be undertaken or commenced by Tenant in the Premises, as applicable, until:

(i) the Plans have been submitted to and approved by Landlord;

(ii) all necessary building permits have been obtained by Tenant and any other permits required by city and county governmental authorities having jurisdiction over the Premises have been obtained by Tenant;

(iii) all required insurance coverages have been obtained by Tenant, but failure of Landlord to receive evidence of such coverage upon commencement of the Tenant's Work shall not waive Tenant's obligations to obtain such coverages;

(iv) items required to be submitted to Landlord prior to commencement of construction of the Tenant's Work have been so submitted and have been approved, where required;

(vi) Landlord has given written notice that construction of the Tenant's Work can proceed, subject to such reasonable conditions as Landlord may impose.

3 **Change Orders.** All changes to the final Plans requested by Tenant must be approved by Landlord in advance of the implementation of such changes as part of the Tenant's Work. All delays caused by Tenant-initiated change orders, including, without limitation, any stoppage of work during the change order review process, are solely the responsibility of Tenant and shall cause no delay in the commencement of the Lease or the rental and other obligations therein set forth.

4 **Standards of Design and Construction and Conditions of Tenant's Performance.** All work done in or upon the Premises by Tenant shall be done according to the standards set forth in this Paragraph 4, except as the same may be modified in the Plans approved by or on behalf of Landlord and Tenant.

(a) Tenant's Plans and all design and construction of the Tenant's Work shall comply with all applicable statutes, ordinances, regulations, laws, codes and industry standards. Approval by Landlord of the Plans shall not constitute a waiver of this requirement or assumption by Landlord of responsibility for compliance. Where several sets of the foregoing laws, codes and standards must be met, the strictest shall apply where not prohibited by another law, code or standard.

(b) Tenant shall obtain, at its own cost and expense, all required building permits and, when construction has been completed, shall obtain, at its own cost and expense, an occupancy permit for the Premises, which permit shall be delivered to Landlord. Tenant's failure to obtain such permits shall not cause a delay in the commencement of the Lease or the rental and other obligations therein set forth.

(c) Tenant's Contractors shall be licensed contractors, possessing good labor relations, capable of performing quality workmanship.

(d) Landlord shall have the right, but not the obligation, to perform on behalf of and for the account of Tenant, subject to reimbursement by Tenant, any work (i) which Landlord deems to be necessary on an emergency basis, (ii) which pertains to structural components, building systems or the general utility systems for the Premises, (iii) which pertains to the erection of temporary safety barricades or signs during construction, or (iv) which pertains to patching of the Tenant's Work.

(e) Tenant shall use only new, first-class materials in the construction of the Tenant's Work, except where explicitly shown otherwise in the Plans approved by Landlord and Tenant. Tenant shall obtain warranties of at least one (1) year's duration from the completion of the Tenant's Work against defects in workmanship and materials on all work performed and equipment installed in the Premises as part of the Tenant's Work.

(f) Tenant and Tenant's Contractors shall take all precautionary steps to minimize dust, noise and construction traffic and to protect their facilities and the facilities of others affected by the construction of the Tenant's Work and to properly police same. Construction equipment and materials are to be kept indoors, and delivery and loading of equipment and materials shall be done at such locations and at such time as Landlord shall direct so as not to burden the construction or operation of the Premises.

(g) Landlord shall have the right to order Tenant to order any of Tenant's Contractors who violate the requirements imposed on Tenant or Tenant's Contractors in performing work to cease work and remove its equipment and employees from the Premises. No such action by Landlord shall delay the commencement of the Lease or the rental and other obligations therein set forth.

(h) Utility costs or charges for any service (including HVAC, hoisting or freight elevator and the like) to the Premises shall be the responsibility of Tenant from the date Tenant is obligated to commence or commences the Tenant's Work and shall be paid for by Tenant at Landlord's rates.

(i) Tenant shall permit access to the Premises, and the Tenant's Work shall be subject to inspection, by Landlord and Landlord's architects, engineers, contractors and other representatives at all times during the period in which the Tenant's Work are being constructed and installed and following completion of the Tenant's Work.

(j) Tenant shall notify Landlord upon completion of the Tenant's Work and shall furnish Landlord with such further documentation as may be necessary under Paragraph 6 below.

(k) Tenant shall have no authority to deviate from the Plans in performance of the Tenant's Work and the Additional Improvements, except as authorized by Landlord and its designated representative in writing. Tenant shall furnish to Landlord "as-built" drawings of the Tenant's Work and the Additional Improvements within thirty (30) business days after completion thereof.

(l) Landlord shall have the right to run utility lines, pipes, conduits, duct work and component parts of all mechanical and electrical systems where necessary or desirable through the Premises, to repair, alter, replace or remove the same.

(m) Tenant shall impose on and enforce all applicable terms of this Exhibit A against Tenant's architect and Tenant's Contractors.

**5 Insurance and Indemnification.**

(a) In addition to any insurance which may be required under the Lease, Tenant shall secure, pay for and maintain or cause Tenant's Contractors to secure, pay for and maintain during the continuance of construction and fixturing work within Premises, insurance in the following minimum coverages and limits of liability:

(i) workers' compensation and employers' liability insurance with limits of not less than \$500,000.00, or such higher amounts as may be required from time to time by any employee benefit acts or other statutes applicable where the work is to be performed, and in any event sufficient to protect Tenant's Contractors from liability under the aforementioned acts;

(ii) comprehensive or commercial general liability insurance (including contractors' protective liability) in an amount not less than \$1,000,000.00 per occurrence, whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of \$2,000,000.00, and with umbrella coverage with limits not less than \$5,000,000.00. Such insurance shall provide for explosion and collapse, completed operations coverage and broad form blanket contractual liability coverage and shall insure Tenant's Contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others and arising from its operations under the contracts whether such operations are performed by Tenant's Contractors or by anyone directly or indirectly employed by any of them; and

(iii) comprehensive automobile liability insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired or non-owned, in an amount not less than \$500,000.00 for each person in one accident and \$1,000,000.00 for injuries sustained by two or more persons in any one accident, and property damage liability in an amount not less than \$1,000,000.00 for each accident. Such insurance shall insure Tenant's Contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from its operations under the contracts, whether such operations are performed by Tenant's Contractors or by anyone directly or indirectly employed by any of them.

(b) "all risk" builder's risk insurance upon the entire Tenant's Work and the Additional Improvements to the full insurable value thereof. This insurance shall include the interests of Landlord and Tenant (and their respective contractors and subcontractors of any tier to the extent of any insurable interest therein) in the Tenant's Work and the Additional Improvements and shall insure against the perils of fire and extended coverage and shall include "all risk" builder's risk insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If portions of the Tenant's Work and the Additional Improvements are stored off the site of the Building or in transit to said site are not covered under said "all risk" builder's risk insurance, then Tenant shall effect and maintain similar property insurance on such portions of the Tenant's Work and the Additional Improvements, as applicable. Any loss insured under said "all risk" builder's risk insurance is to be adjusted with Landlord and

Tenant and made payable to Landlord as trustee for the insureds, as their interests may appear.

(c) Upon completion of the Tenant's Work, Tenant shall insure the Tenant's Work at their full replacement value as part of Tenant's insurance policy for "improvements and betterments".

All policies (except the workers' compensation policy) shall be endorsed to include as additional insured parties Landlord and its beneficiaries, their partners, directors, officers, employees and agents, Landlord's contractors, Landlord's architects, and such additional persons as Landlord may designate. The waiver of subrogation provisions contained in the Lease shall apply to all insurance policies (except the workers' compensation policy) to be obtained by Tenant pursuant to this Paragraph. The insurance policy endorsements shall also provide that all additional insured parties shall be given thirty (30) days' prior written notice of any reduction, cancellation or nonrenewal of coverage (except that ten (10) days' notice shall be sufficient in the case of cancellation for nonpayment of premium) and shall provide that the insurance coverage afforded to the additional insured parties thereunder shall be primary to any insurance carried independently by said additional insured parties. Additionally, where applicable, each policy shall contain a cross-liability and severability of interest clause.

(d) Without limitation of the indemnification provisions contained in the Lease, to the fullest extent permitted by law, Tenant agrees to indemnify, protect, defend and hold harmless Landlord, Landlord's contractors and Landlord's architects and their respective partners, directors, officers, employees and agents, from and against all claims, liabilities, losses, damages and expenses of whatever nature arising out of or in connection with the Tenant's Work and the Additional Improvements or the entry of Tenant or Tenant's Contractors into the Building and the Premises, including, without limitation, mechanics' liens or the cost of any repairs to the Premises or Building necessitated by activities of Tenant or Tenant's Contractors and death of or bodily injury to persons or damage to the property of Tenant, Tenant's Contractors and their respective employees, agents, invitees or licensees or others. It is understood and agreed that the foregoing indemnity shall be in addition to the insurance requirements set forth above and shall not be in discharge of or in substitution for same or any other indemnity or insurance provision of the Lease.

#### **6 Tenant Improvement Allowance**

(a) Provided that Tenant is not then in default under the Lease beyond the expiration of any applicable notice and grace periods, Landlord shall provide Tenant with an improvement allowance not to exceed Two Million Four Hundred Sixty-Four Thousand Two Hundred Ten and no/100 Dollars (\$2,464,210.00), which amount represents \$35.00 per square foot of the Premises ("Tenant Improvement Allowance") for actual, verifiable, out-of-pocket Construction Costs (as hereinafter defined) incurred by Tenant for the Tenant's Work. The "Construction Costs" shall be deemed to mean and include the following costs incurred by Tenant in completion of the Tenant's Work: (1) all soft and hard costs and expenses pertaining to the completion of the Tenant's Work

and tenant's relocation to the Premises, including, but not limited to, costs charged by third party project/construction managers, contractors, subcontractors and other parties for material and labor, (2) architectural and engineering fees, (3) costs of permits, licenses and other governmental approvals required for the performance of the Tenant's Work, and (4) furniture, fixtures and equipment located in the Premises. Subject to the provisions of Paragraph 6(b) below, the Construction Costs shall be paid by Landlord to Tenant after Landlord has received the documents required in Paragraph 6(h) below. Tenant shall be solely and exclusively responsible for all Construction Costs which exceed the amount of the Tenant Improvement Allowance and any costs of completing the Tenant's Work that do not qualify as Construction Costs. Landlord shall not charge any supervisory fee or construction management fee in connection with the completion of the Tenant's Work.

(b) Periodically, after completion of a portion of the Tenant's Work, but not more frequently than once every thirty (30) days, Tenant may submit to Landlord a payment request consisting of the following ("Draw Documentation"): (i) a written certification signed by Tenant stating the work performed or materials provided with respect to the Tenant's Work or other costs incurred as set forth in clause "(a)" above; the amounts theretofore paid thereon (with receipted invoices or other evidence supporting the payment of such amounts); and the amount requested for the current disbursement to Tenant; and (ii) originals or partial waivers of lien from each of Tenant's contractors and all materialmen and vendors requesting payment covering such requested payment. Landlord will approve or disapprove the Draw Documentation, or portions thereof, within ten (10) business days of Landlord's receipt thereof. Landlord's approval shall not be withheld if the Draw Documentation complies with the terms hereof. If Landlord disapproves any of such documentation, Landlord shall notify Tenant in writing and in detail of the reason therefor. Thereafter, to the extent such documentation is approved or resubmitted by Tenant and then approved by Landlord, payment shall be made within thirty (30) days following receipt by Landlord of the payment request and Draw Documentation. In connection with such payment request, Landlord shall pay the amount of the payment request up to the amount of the remaining Tenant Improvement Allowance.

(c) Upon completion of the Tenant's Work, Tenant shall furnish Landlord with the documentation required in Paragraph 6(h) and with final waivers of liens and contractors' affidavits, in such form as is required to release any such lien rights, from each of Tenant's contractors and all materialmen and vendors performing labor or supplying materials or services in connection with the Tenant's Work showing that all of said parties have been compensated in full and waiving all liens in connection with the Premises. Additionally, upon Landlord's request therefor, Tenant shall furnish Landlord with "as built" drawings of the Tenant's Work.

(d) If any portion of the Tenant Improvement Allowance has not been disbursed to Tenant as of the earlier of: (i) completion of Tenant's Work and delivery of written notice from Tenant to Landlord that Tenant has completed Tenant's Work; or (ii) June 30, 2016 such undisbursed portion of the Tenant Improvement Allowance shall be a

credit to Base Rent next due and payable under the Lease, provided in no event shall such credit exceed \$352,030.00.

7 Miscellaneous.

(a) Except as expressly set forth herein or in the Lease, Landlord has no agreement with Tenant and has no obligation to do any work with respect to the Premises.

(b) Time is of the essence under this Exhibit A.

(c) Notices under this Exhibit A shall be given in the same manner as under the Lease.

(d) The liability of Landlord hereunder or under any amendment hereto or any instrument or document executed in connection herewith (including, without limitation, the Lease) shall be limited to and enforceable solely against Landlord's interest in the Premises.

(e) The headings set forth herein are for convenience only.

(f) Upon the expiration of the Term or earlier termination of the Lease, all Tenant's Work constructed by Tenant shall become the sole and exclusive property of Landlord, and, accordingly, Tenant shall not be required to remove the Tenant's Work or restore the Premises to its original condition as it existed prior to the construction of the Tenant's Work upon the expiration of the Lease Term or earlier termination of the Lease, unless Landlord notifies Tenant otherwise in writing

**NINTH AMENDMENT TO LEASE AGREEMENT**

THIS NINTH AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and executed this 21<sup>st</sup> day of September, 2015 by and between MAINSTREET CV NORTH 40, LLC, a Delaware limited liability company ("Landlord") and CROSS COUNTRY HEALTH CARE, INC., a Delaware corporation ("Tenant").

**RECITALS**

WHEREAS, Landlord, as successor in interest to Teachers Insurance and Annuity Association of America, for the benefit of its Separate Real Estate Account ("TIAA"), a New York corporation, successor in interest to Fairfax Boos 92, L.P., a Georgia limited partnership ("Fairfax"), and Tenant are parties to that certain Lease Agreement dated November 22, 1999 (the "Original Lease") originally between Fairfax and Medical Staffing Network, Inc., a Delaware corporation ("MSN"), as tenant, predecessor in interest to Medical Staffing Network Healthcare, LLC ("MSN Healthcare"), a Delaware limited liability company, predecessor in interest to Tenant, as amended by: (i) a Lease Amendment #1 dated as of July 31, 2001 between Fairfax and MSN; (ii) a Lease Amendment #2 dated as of March 20, 2002 between Fairfax and MSN; (iii) a Lease Amendment #3 dated as of May 14, 2002 between Fairfax and MSN; (iv) a Lease Amendment #4 dated as of December 13, 2002 between Fairfax and MSN; (v) a Lease Amendment #5 dated as of February \_\_, 2003 between Fairfax and MSN; (vi) as assigned by MSN to Assignor as part of an asset sale agreement which was approved by a final non-appealable order of the United States Bankruptcy Court for the Southern District of Florida, West Palm Beach Division, in Case No. 10-29101-BKC-EPK 9 (which assignment was confirmed pursuant to a Confirmation of Assignment and Assumption of Lease Agreement dated effective as of September 27, 2010); (vii) as further amended by a Sixth Amendment to Lease Agreement dated as of October 2010 between Landlord and MSN Healthcare; (viii) by a Seventh Amendment to Lease Agreement dated March 1, 2011 between Landlord and MSN Healthcare; (ix) by an Eighth Amendment to Lease Agreement dated as of November 22, 2011 between Landlord and MSN Healthcare; and (x) as assigned to Tenant by that certain Bill of Sale, Assignment and Assumption Agreement dated as of June 30, 2014 among MSN Holdco, LLC, a Delaware limited liability company, MSN Holding Company, Inc., a Delaware corporation, MSN Healthcare and Optimal Workforce Solutions, LLC, a Delaware limited liability company and Tenant (collectively with the Original Lease, the "Lease"). The Lease concerns premises (the "Original Premises") consisting of 44,675 rentable square feet in the building located at 901 Yamato Road, Boca Raton, Florida 33431; and

WHEREAS, Tenant desires to enter into this Amendment to reduce the size of the Original Premises, and partially terminate the Lease with respect to that portion of the Original Premises, consisting of 28,940 rentable square feet in the Building and depicted on Exhibit "A" attached hereto ("Contraction Premises") and to extend the term of the Lease for the remaining portion of the Original Premises under the terms set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

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1. **Recitations and Definitions.** The foregoing recitations of fact are true and correct and are incorporated herein by this reference. All capitalized terms contained in this Amendment shall have the meaning ascribed to them in the Lease unless otherwise defined herein.

2. **Contraction of Premises.** Effective on ~~October 1, 2015~~ <sup>August 1, 2016</sup> (the "Partial Termination Date"), the Lease shall be deemed to terminate with respect to the Contraction Premises only (the "Partial Termination"), and Tenant shall be deemed to have quit claimed to Landlord any interest it has in the Contraction Premises, whereupon the Lease term shall be deemed to cease and expire with respect to the Contraction Premises only as if the Partial Termination Date were the natural expiration date originally set forth in the Lease, and the parties shall be released from all further liability under the Lease with respect to the Contraction Premises only, except as set forth herein.

Commencing on the Partial Termination Date wherever the term "Premises" is used in this Amendment or in the Lease it shall be deemed to exclude the Contraction Premises and shall be conclusively deemed to consist of a Rentable Area of 15,735 rentable square feet on a portion of the second floor of Pod "D" of the Building (the "Remaining Premises"). Notwithstanding the Partial Termination of the Lease with respect to the Contraction Premises as of the Partial Termination Date, Landlord and Tenant hereby acknowledge and confirm that the Lease shall remain in full force and effect with respect to the Remaining Premises.

On the Partial Termination Date, Tenant shall immediately surrender and deliver the Contraction Premises into the possession and use of Landlord (a) without fraud or delay, (b) "broom clean," (c) free and clear of all letting and occupancies, (d) free and clear of all equipment, furniture and other movable personal property of Tenant, and (e) without any payment or allowance by Landlord on account of or for the Contraction Premises. All personal property and other belongings which are left upon the Contraction Premises at the time of such surrender shall be deemed to have been abandoned. In all events, Tenant will promptly restore all damage caused by Tenant's occupancy of the Contraction Premises, except for ordinary wear and tear, and provided, however, that Tenant shall not be required to remove any leasehold improvements or fixtures. Tenant hereby acknowledges that Tenant shall be solely responsible for any and all relocation, moving or set-up costs and expenses associated with Tenant's surrender of the Contraction Premises.

3. **Term.** The Term of the Lease is hereby extended from December 31, 2015 ("Original Expiration Date") until December 31, 2016 (the "Extended Term").

4. **Base Rent.**

a. Commencing upon the Partial Termination Date and continuing until the Original Expiration Date, Tenant agrees to pay Landlord Base Rent for the Remaining Premises, plus applicable sales tax thereon, without demand, counter-claim or setoff, in the amount of \$228,157.50 (i.e. \$14.50 per Leasable Square Footage calculated on the basis of a Rentable Area of 15,735 rentable square feet), payable in equal monthly installments of \$19,013.13 in advance

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To the extent of any encumbrance of these Premises by Tenant attributable to the period commencing from and after August 1, 2015, Tenant shall receive, and Landlord shall provide, a credit against the next payment(s) of Base Rent.

commencing on the Partial Termination Date and continuing on the first day of each and every calendar month through the Original Expiration Date.

b. Commencing upon the first day of the Extended Term, Tenant agrees to pay Landlord Base Rent for the Remaining Premises, plus applicable sales tax thereon, without demand, counter-claim or setoff, in the amount of \$251,760.00 (i.e. \$16.00 per Leasable Square Footage calculated on the basis of a Rentable Area of 15,735 rentable square feet), payable in equal monthly installments of \$20,980.00 in advance commencing on the first day of the Extended Term and continuing on the first day of each and every calendar month thereafter.

5. **Building Operating Expenses.** Effective on the Partial Termination Date, Tenant shall continue to pay Additional Rent in accordance with the Lease, except that Tenant's pro rata share of Operating Expenses shall be based on a Rentable Area of 15,735 rentable square feet. Until the Partial Termination Date, Tenant shall continue to pay Additional Rent in accordance with its share of Operating Expenses for both the Remaining Premises and Contraction Premises.

6. **No Other Modifications.** Except as expressly set forth herein, all of the terms and conditions of the Lease, shall remain in full force and effect and shall apply to this Amendment. This Amendment embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein. This Amendment may be modified only by a written instrument executed by the parties hereto.

7. **Brokerage.** Each party represents as to itself that, except for Avison Young representing Landlord, and Mohr Partners representing Tenant (collectively, the "Broker"), the parties hereto have not dealt with any real estate broker, sales person or finder in connection with this transaction, and no other real estate broker initiated or participated in the negotiation of this transaction. Each party agrees to indemnify and hold harmless the other party from and against any liabilities (including, without limitation, reasonable attorneys' fees and expenses) and claims for commissions and fees arising out of its breach of the foregoing representation.

8. **Ratification of Lease.** The undersigned parties hereby ratify and reaffirm their rights and obligations under the Lease as modified by this Amendment. In the event of a conflict or ambiguity between the Lease and this Amendment, the terms and provisions of this Amendment shall control. Landlord and Tenant each represent and warrant to the other: (i) that the execution and delivery of this Amendment has been fully authorized by all necessary corporate actions; (ii) that the person signing this Amendment has requisite authority to do so and the authority and power to bind the company of whose behalf they have signed; and (iii) that to the best of their knowledge and belief, this Amendment is valid, binding and legally enforceable in accordance with its terms. Each party hereby warrants and represents that, to the best of its knowledge: (w) as of the date hereof the parties have complied with all of the terms and conditions of the Lease; (x) Tenant has no right to any credit, claim, cause of action, offset or similar charge against Landlord or the Rent existing as of the date hereof; (y) neither party is in default of any of the terms or conditions of the Lease as of the date of this Amendment nor knows of any facts which, given the passage of time, would constitute a default by either party under the Lease; and (z)

neither party has assigned any of its right, title and interest in, to and under the Lease to any other party. Each party further agrees to indemnify and hold the other party harmless from and against any and all claims losses, demands, liabilities, damages and expenses of any kind or nature whatsoever, including, without limitation, attorneys' fees and costs paid or incurred in connection therewith at both trial and appellate levels, incurred or arising by reason of a breach or violation of any of the agreements, obligations, duties or representations and warranties of such party contained in this Amendment. As of the Partial Termination Date, Tenant and its successors and assigns hereby release, acquit, satisfy, and forever discharge Landlord and its employees, agents, officers, directors, shareholders, subsidiaries, affiliates, successors and assigns, from any and all actions, causes of action, claims, demands, rights, damages, costs, losses, expenses, occurrences and liabilities of any kind or nature whatsoever, both known and unknown, arising out of any matter, happening or thing, from the beginning of time and relating to the Lease, as amended hereby.

9. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. A facsimile signature shall be deemed to constitute an original signature for the purposes of this Amendment.

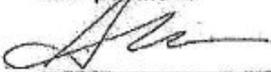
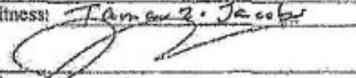
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first hereinabove written.

LANDLORD:

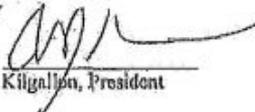
Signed, sealed and delivered  
in the presence of:

  
Witness: James J. Jacobs  
  
Witness: Susie DeLuca

MAINSTREET CV NORTH 40, LLC, a  
Delaware limited liability company

By: Mainstreet 40, Ltd, a Florida limited  
partnership, Manager

By: Mainstreet N40, Inc., a  
Florida corporation, General  
Partner

By:   
Paul J. Kilgallon, President

TENANT:

CROSS COUNTY HEALTHCARE, INC., a  
Delaware corporation

Witness: \_\_\_\_\_  
Witness: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first hereinabove written.

**LANDLORD:**

Signed, sealed and delivered  
in the presence of:

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

MAINSTREET CV NORTH 40, LLC, a  
Delaware limited liability company

By: Mainstreet 40, Ltd, a Florida limited  
partnership, Manager

By: Mainstreet N40, Inc., a  
Florida corporation, General  
Partner

By: \_\_\_\_\_  
Paul J. Kilgallon, President

**TENANT:**

CROSS COUNTY HEALTHCARE, INC., a  
Delaware corporation

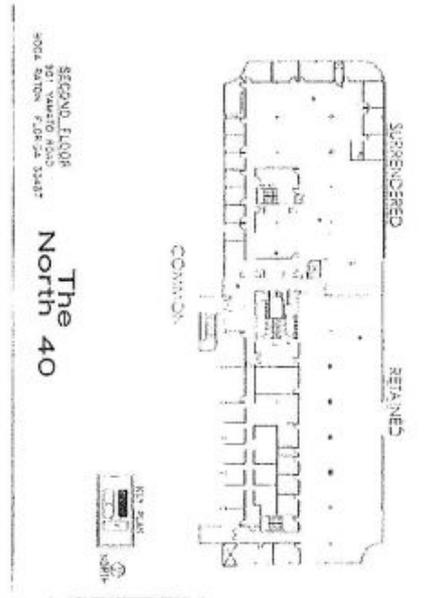
Susan E. Paul, Secretary  
Witness: Susan E. Paul

Amy Janeiro  
Witness: Amy Janeiro

By: William B. Davis  
Name: William B. Davis  
Title: CEO

**EXHIBIT "A"**

**FLOOR PLANS SHOWING THE RELEASED PREMISES AND THE REMAINING PREMISES**



NOTE: This floor plan is being used solely for the purpose of identifying the approximate location of the Released Premises and the Remaining Premises.

11/15/2011

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**OFFICE LEASE**

**by and between**

**Mainstreet CV North 40, LLC, a Delaware limited liability company**

**("Landlord")**

**and**

**Cross Country Healthcare, Inc., a Delaware corporation**

**("Tenant")**

4849-7412-9957.8  
24051.0001

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LIST OF EXHIBITS

Exhibit A-1	Floor Plans of the Premises
Exhibit A-2	Legal Description of the Project
Exhibit B	Approved Space Plan
Exhibit C-1	Building Rules and Regulations
Exhibit C-2	Construction Rules and Regulations
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4819-7412-9957.8  
24051/0001

**OFFICE LEASE**

THIS OFFICE LEASE (this "Lease") is made as of September 29, 2015, by and between MAINSTREET CV NORTH 40, LLC, a Delaware limited liability company ("Landlord"), and CROSS COUNTRY HEALTHCARE, INC., a Delaware corporation (the "Tenant").

**LEASE OF PREMISES**

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to all of the terms and conditions set forth herein, those certain premises (the "Premises") described in Item 3 of the Basic Lease Provisions and as shown in the drawing attached hereto as Exhibit A-1. The Premises are located in the Building described in Item 2 of the Basic Lease Provisions. The Building is located on that certain land (the "Land") more particularly described on Exhibit A-2 attached hereto, which is also improved with landscaping, parking facilities and other improvements, fixtures and common areas and appurtenances now or hereafter placed, constructed or erected on the Land (sometimes hereinafter referred to as the "Project").

**BASIC LEASE PROVISIONS**

- |                                  |   |
|----------------------------------|---|
| 1. Tenant:                       | Cross Country Healthcare, Inc., a Delaware corporation  |
| 2. Building Address:             | 5201 Congress Road<br>Boca Raton, Florida 33487   |
| 3. Description of Premises:      | A total of approximately 36,919 square feet of Rentable Area located at Suite 100 A/B in the Building, consisting of approximately 10,689 square feet at Suite 100A and approximately 26,230 square feet at Suite 100B. |
| Rentable Area:                   | 36,919 square feet of Rentable Area, measured utilizing ANSI/BOMA Z65.1-1996 standard.  |
| Building Size:                   | 202,632 square feet of Rentable Area [subject to <u>Paragraph 18(c)</u> ]   |
| 4. Tenant's Proportionate Share: | 18.22% (i.e. 36,919 square feet of Rentable Area / 202,632 square feet of Rentable Area) [See Paragraphs 3 and 18(c)]   |
| 5. Base Rent:                    | (See <u>Paragraph 2</u> )   |

- |  |  |
|--|--|
| <u>Months 1 to 12, inclusive:</u>                  | \$590,704 annually (calculated on the basis of \$16.00 per square foot of Rentable Area/annum)   |
| Monthly Installment:                               | \$49,225.33  |
| <u>Escalation</u>                                  | The Base Rent for the Premises shall be increased by three percent (3%) on each yearly anniversary of the Commencement Date throughout the Term  |
| 6. <u>Installment Payable Upon Execution:</u>      | \$81,627.29, which is equal to one (1) month of Base Rent and Tenant's Proportionate Share of Operating Expenses, with sales tax thereon to be applied to Base Rent and Tenant's Proportionate Share of Operating Expenses   |
| 7. <u>Security Deposit Payable Upon Execution:</u> | N/A  |
| 8. (a) <u>Initial Term:</u>                        | One hundred and thirteen (113) months, commencing on the Commencement Date and ending at midnight on the day immediately preceding the one hundred and thirteenth (113th) monthly anniversary of the Commencement Date (See <u>Paragraph 1(a)</u> )  |
| (b) <u>Renewal Option</u>                          | One (1) additional term of five (5) years pursuant to Paragraph 1(d)   |
| (c) <u>Lease Termination Option</u>                | Tenant shall have the one time option to terminate the Lease on the last day of the eighty-fourth (84 <sup>th</sup> ) month of the Initial Term with not less than twelve (12) months' written notice subject to the requirements in <u>Paragraph 23</u> .   |
| 9. <u>Commencement Date:</u>                       | Earlier of (i) July 1, 2016; or (ii) five (5) days after Certificate of Occupancy for leasehold improvements, subject to the conditions set forth in Section 1 of this Lease. <del>Upon execution of this Lease, Tenant shall be allowed access to the Premises for the purposes of constructing and installing all tenant improvements, furniture and fixtures.</del> |
| 10. <u>Expiration Date:</u>                        | November 30, 2025  |
| 11. <u>Brokers (See Paragraph 19(k)):</u>          |  |

Tenant agrees that it will not have access to, and/or possession of, the Premises until January 1, 2016, at which time Landlord will provide keys to Tenant. At all times prior to such date, Tenant must arrange access to the Premises with Landlord and be accompanied by Landlord while on the Premises.

**Landlord's Broker:** Avison Young  
1875 NW Corporate Boulevard  
Suite 280  
Boca Raton, FL 33431

**Tenant's Broker** Cushman & Wakefield

12. **Number of Parking Spaces:** One hundred and seventy-four (174) unreserved parking spaces (i.e. four and seven tenths (4.7) parking spaces per thousand (1000) square feet of Rentable Area), subject to availability, in the surface parking area serving the Building at no charge to Tenant.

13. **Addresses for Notices:**

To: **TENANT:**

To: **LANDLORD:**

**Prior to occupancy of the Premises:**

Mainstreet CV North 40, LLC  
c/o Mainstreet Real Estate Services, Inc.  
2101 West Commercial Boulevard, Suite 1200  
Fort Lauderdale, Florida 33309

**After occupancy of the Premises:**

**With a copy to:**

Broad and Cassel  
Attn: James J. Wheeler, Esq.  
7777 Glades Road, Suite 300  
Boca Raton, Florida 33434

**With a copy to:**

Gunster  
Attn: Michael V. Mitrons, Esq.  
151 Royal Palm Way  
Palm Beach, FL 33480

14. **Address for Payment of Rent:**

All payments payable under this Lease shall be sent to Landlord at:

c/o Mainstreet Real Estate Services, Inc.  
2101 West Commercial Boulevard, Suite 1200  
Fort Lauderdale, Florida 33309

or to such other address as Landlord may designate in writing.

15. Guarantors: None required
16. Effective Date: Date of execution by Landlord
17. The "State" is the state, commonwealth, district or jurisdiction in which the Building is located. Florida

This Lease consists of the foregoing introductory paragraphs and Basic Lease Provisions, the provisions of the Standard Lease Provisions (the "Standard Lease Provisions") (consisting of Paragraph 1 through Paragraph 22 which follow) and Exhibits A-1, A-2, B, C-1, C-2, and D, all of which are incorporated herein by this reference. In the event of any conflict between the provisions of the Basic Lease Provisions and the provisions of the Standard Lease Provisions, the Standard Lease Provisions shall control.

#### STANDARD LEASE PROVISIONS

##### 1. TERM

(a) The Initial Term of this Lease and the Rent (defined below) shall commence on July 1, 2016 (the "Commencement Date"). Unless earlier terminated in accordance with the provisions hereof, the Initial Term of this Lease shall be the period shown in Item 9 of the Basic Lease Provisions. As used herein, "Lease Term" shall mean the Initial Term referred to in Item 9 of the Basic Lease Provisions, and the "Expiration Date" shall mean the last day of the Initial Term, in each case, subject to any extension of the Initial Term hereof exercised in accordance with the terms and conditions expressly set forth herein. Unless Landlord is terminating this Lease prior to the Expiration Date in accordance with the provisions hereof, Landlord shall not be required to provide notice to Tenant of the Expiration Date. This Lease shall be a binding contractual obligation effective upon execution hereof by Landlord and Tenant, notwithstanding the later commencement of the Initial Term of this Lease.

(b) ~~Keys to the Premises will be delivered to Tenant upon the Effective Date.~~ <sup>UB</sup> Tenant shall provide Landlord with copies of certificates of insurance complying in all respects with the terms of this Lease for all insurance required to be provided hereunder prior to entering any portion of the Premises. Tenant agrees that Tenant's entry into the Premises prior to the Commencement Date shall be governed by and subject to all terms, covenants, conditions and obligations of this Lease during the period between the date possession is delivered and the Commencement Date, other than the payment of Rent until the Commencement Date. If the Commencement Date is delayed or otherwise does not occur on the Estimated Commencement Date, set forth in Item 9 of the Basic Lease Provisions, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom. ~~Tenant will have immediate access to the Premises from and after Effective Date for purposes of planning and constructing leasehold improvements and installations.~~ <sup>UB</sup>

(c) Intentionally deleted.

(d) Provided that no event of default exists, beyond any applicable grace period, under this Lease at the time of delivery of a Renewal Notice or at the commencement of the

Renewal Term, as such terms are hereinafter defined, Tenant shall have the option to extend ("Extension Option") the Initial Term for one (1) additional term of five (5) years ("Renewal Term") which shall commence as of the date immediately following the expiration of the Initial Term, subject to the covenants and conditions of this subparagraph (1)(e).

(i) Tenant shall give Landlord written notice (a "Renewal Notice") of (a) Tenant's election to exercise its Extension Option with respect to the Renewal Term no earlier than eighteen (18) months and no later than nine (9) months prior to the expiration of the Initial Term; provided that Tenant's failure to give the Renewal Notice by such time, whether due to Tenant's oversight or failure to cure any existing defaults after notice and applicable grace periods, if any, or otherwise, shall render this Extension Option null and void. Within thirty (30) days of receipt of the Renewal Notice, Landlord shall advise Tenant in writing of the new Base Rent for the Renewal Term, determined in accordance with subparagraph (1)(d)(iii) below.

(ii) Tenant shall be deemed to have accepted the Premises in its "AS-IS" condition as of the commencement of the Renewal Term, subject to any other repair and maintenance obligations of Landlord under this Lease.

(iii) The covenants and conditions of this Lease in force during the Initial Term, as the same may be modified from time to time by the parties, shall continue to be in effect during the Renewal Term, except the "Base Rent" for the Renewal Term shall be "Fair Market Rental Value" (hereinafter defined) as determined by Landlord. As used herein, "Fair Market Rental Value" shall mean the then prevailing renewal market rental rate for comparable space in comparable buildings in the Yamato corridor submarket of Boca Raton, Florida area.

Within thirty (30) days after receipt of a Renewal Notice, Landlord shall advise Tenant of the applicable Fair Market Rental Value for Base Rent during the Renewal Term. Tenant, within fifteen (15) days after the date that Landlord advises Tenant of the applicable Base Rent during the Renewal Term, shall either: (a) give Landlord a final binding notice ("Binding Notice") of Tenant's exercise of its option at the Landlord's stated Fair Market Rental Value for Base Rent; or (b) if Tenant disagrees with Landlord's determination of the Fair Market Rental Value, provide Landlord with notice of rejection (the "Rejection Notice"). If Tenant fails to provide Landlord with either a Binding Notice or Rejection Notice within the fifteen (15) day period, then Tenant's Renewal Term, at Landlord's option, shall be deemed null and void and of no further force and effect. If Tenant provides Landlord with a Binding Notice, Landlord and Tenant shall promptly enter into an amendment to this Lease to incorporate the terms of the Renewal Terms, as provided herein.

In the event that Tenant provides Landlord with a Rejection Notice and Landlord and Tenant are unable to agree upon the Fair Market Rental Value for Base Rent during the Renewal Term within fifteen (15) days from the date of Tenant's Rejection Notice, both Landlord and Tenant shall then, within five (5) days of the end of said fifteen (15) day period, (i) submit to each other their respective determinations of Fair Market Rental Value and (ii) each shall appoint an arbitrator who must be an independent licensed appraiser, a Member of the Appraisal Institute and has no less than ten (10) years of experience in the commercial real estate market in which the Premises is located; and notify the other of such appointment. If either Landlord or Tenant fails to timely appoint an arbitrator, the arbitrator selected shall select the second (2<sup>nd</sup>) arbitrator,

who shall be impartial, within five (5) days after such party's failure to appoint. The two arbitrators shall, within fifteen (15) days of their appointment, select from the two determinations originally submitted by Landlord and Tenant the one that is closer to the Fair Market Rental Value as determined by the arbitrators, and said selection shall thereafter be deemed the Fair Market Rental Value. If the two arbitrators so appointed fail to agree as to which of the determinations submitted by Landlord and Tenant is the closest to the actual Fair Market Rental Value within thirty (30) days of their appointment, the two arbitrators shall appoint a third (3<sup>rd</sup>) arbitrator within five (5) days after the failure of the initial arbitrators to agree on a Fair Market Rental Value, to decide upon which of the two determinations submitted is the closest to the actual Fair Market Rental Value. The arbitrators shall not be permitted to choose any results other than the determination presented by either Landlord or Tenant. The fees and expenses of any arbitration shall be borne by the losing party. The arbitrators' determination shall be final and binding on the parties.

(iv) The Extension Option shall not be transferable by Tenant, except in conjunction with a permissible assignment of Tenant's interest in the Lease in accordance with the applicable provisions hereof.

## 2. BASE RENT

(a) Commencing on the Commencement Date, Tenant agrees to pay during each month of the Lease Term as Base Rent ("Base Rent") for the Premises the sums shown for such periods in Item 5 of the Basic Lease Provisions.

Notwithstanding anything to the contrary, Landlord will abate Base Rent, and Tenant shall not have any obligation to pay Base Rent, during the first five (5) months immediately following the Commencement Date (collectively, the "Abatement Period"):

In the event the Lease is terminated by Landlord for Tenant's default prior to the expiration of the Initial Term, Tenant shall immediately pay to Landlord the then unamortized portion of the Base Rent abated during the Abatement Period ("Abatement Amount").

(b) Subject to the Abatement Period, Base Rent shall be payable in consecutive monthly installments, in advance, without demand, deduction or offset, commencing on the Commencement Date and continuing on the first day of each calendar month thereafter until the expiration of the Lease Term. The first full monthly installment of Base Rent and Tenant's Proportionate Share of Operating Expenses shall be payable upon Tenant's execution of this Lease and shall be applied to Base Rent and Tenant's Proportionate Share of Operating Expenses plus sales tax thereon due for the month commencing on the Commencement Date after the expiration of the Abatement Period. The obligation of Tenant to pay Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. If the Commencement Date is a day other than the first day of a calendar month, or the Lease Term expires on a day other than the last day of a calendar month, then the Rent for such partial month shall be calculated on a per diem basis. In the event Landlord delivers possession of the Premises to Tenant prior to the Commencement Date, Tenant agrees it shall be bound by and subject to all terms, covenants, conditions and obligations of this Lease during the period between the date possession is delivered and the Commencement Date, other than the payment

of Base Rent and Additional Rent, in the same manner as if delivery had occurred on the Commencement Date.

(c) Intentionally deleted.

(d) The provisions for payment of Operating Expenses by means of periodic payment of Tenant's Proportionate Share of estimated Operating Expenses and the year-end adjustment of such payments are intended to pass on to Tenant and reimburse Landlord for Tenant's Proportionate Share of all costs and expenses of the nature described in Paragraph 3 of this Lease.

### 3. ADDITIONAL RENT

(a) Commencing on the Commencement Date Tenant shall pay to Landlord each month as additional rent ("Additional Rent") an amount equal to Tenant's Proportionate Share (defined below) of Operating Expenses (defined below), plus applicable sales tax.

(b) "Tenant's Proportionate Share" is, subject to the provisions of Paragraph 18(c), the percentage number described in Item 4 of the Basic Lease Provisions. Tenant's Proportionate Share represents, subject to the provisions of Paragraph 18(c), a fraction, the numerator of which is the number of square feet of Rentable Area in the Premises and the denominator of which is the number of square feet of Rentable Area in the Building, as determined and adjusted by Landlord pursuant to Paragraph 18(c).

(c) "Operating Expenses" means all costs, expenses and obligations incurred or payable by Landlord in connection with the operation, ownership, management, repair or maintenance of the Building, the Common Areas of the Building, and the Common Areas of the Project allocated by Landlord to the Building during or allocable to the Lease Term, including without limitation, the following:

(i) Any form of assessment, license fee, license tax, business license fee, improvement bond, tax, gross receipts tax, excise tax water and sewer rents and charges, utilities and communications taxes and charges or similar or dissimilar imposition imposed by any authority having the direct power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof, or any other governmental charge, general and special, ordinary and extraordinary, foreseen and unforeseen, which may be assessed against any legal or equitable interest of Landlord in the Premises, Building and Common Areas of the Building and the Project (collectively, "Taxes"). Taxes shall also include, without limitation, reasonable attorneys' fees incurred in attempting to protest, reduce or minimize Taxes.

(ii) The cost of services and utilities (including taxes and other charges incurred in connection therewith) provided to the Premises, the Building or the Project, including, without limitation, water, power, gas, sewer, waste disposal, telephone and cable television facilities, fuel, supplies, equipment, tools, materials, service contracts, janitorial services, waste and refuse disposal, window cleaning, maintenance and repair of sidewalks and Building exterior and services areas, gardening and landscaping; insurance, including, but not

limited to, public liability, fire, property damage, wind, hurricane, terrorism, flood, rental loss, rent continuation, boiler machinery, business interruption, contractual indemnification and All Risk or Causes of Loss - Special Form coverage insurance for up to the full replacement cost of the Project and such other insurance as is customarily carried by operators of other similar class office buildings in the city in which the Project is located, to the extent carried by Landlord in its discretion, and the deductible portion of any insured loss otherwise covered by such insurance, provided that the amount of any such insurance deductible is consistent with industry standards of other similar class office buildings within the market which the Project is located; the cost of compensation, including employment, welfare and social security taxes, paid vacation days, disability, pension, medical and other fringe benefits of all persons (including independent contractors) who perform services connected with the operation, maintenance, repair or replacement of the Project; any association assessments, costs, dues and/or expenses relating to the Project, personal property taxes on and maintenance and repair of equipment and other personal property used in connection with the operation, maintenance or repair of the Project; repair and replacement of window coverings provided by Landlord in the premises of tenants in the Project; such reasonable auditors' fees and legal fees as are incurred in connection with the operation, maintenance or repair of the Project; a property management fee (which fee may be imputed if Landlord has internalized management or otherwise acts as its own property manager); the maintenance of any easements or ground leases benefiting the Project, whether by Landlord or by an independent contractor; license, permit and inspection fees; whether capitalized or not, and the cost of any capital improvements made to the Project by Landlord that improve life-safety systems or reduce operating expenses by an amount equal to or greater than the cost of such capital improvements (such costs to be amortized over the useful life of such items such reasonable periods as Landlord shall reasonably determine together with interest thereon at the rate of eight percent (8%); the cost of air conditioning, heating, ventilating, plumbing, and elevator maintenance and repair (to include the replacement of components) and other mechanical and electrical systems repair and maintenance (including repair and maintenance of life safety components of any back-up generator); sign maintenance; and Common Areas (defined below) repair, resurfacing, operation and maintenance; the reasonable cost for temporary lobby displays and events commensurate with the operation of a similar class building, and the cost of providing security services, if any, deemed appropriate by Landlord.

The following items shall be excluded from Operating Expenses:

(A) all costs relating to activities for the solicitation and execution of leases of space in the Building, including legal fees, real estate brokers' commissions, expenses, fees, advertising, moving expenses, design fees, rental concessions, rental credits, tenant improvement allowances, lease assumptions or any other costs and expenses incurred in the connection with the leasing of any space in the Project;

(B) wages, salaries, fees and fringe benefits paid to administrative and executive personnel or officers, partners, shareholders, or directors of Landlord or of Landlord's managing agent above the grade of building manager;

(C) Expenditures for capital items, except (i) those required by any law that becomes effective (by enactment or interpretation) after the Date of this Lease and which are

not incurred in connection with the restoration of the Project after any fire or other casualty or destruction or condemnation thereof, and (ii) capital equipment or capital expenditure designed to result in savings or reductions in Operating Costs if (A) the annual amortization is reasonably projected to be less than the expected annual savings, (B) such expenditures are not made during the last 12 full calendar months of the Lease Term, and (C) are not for the replacement of any structural components of the Building or any of the Building's operating systems or components, for example, but without limitation, the replacement of an elevator, chiller, or roof of the Building;

(D) Costs (including permit, license and inspection fees) incurred in renovating or otherwise improving or decorating, or other work that Landlord performs for any tenant or which are not provided on a regular basis to tenants of the Project.

(E) Landlord's costs of any services provided to tenants for which Landlord is entitled to be reimbursed by such tenants as an additional charge or rental over and above the Base Rent and Operating Expenses payable under the lease with such tenant or other occupant.

(F) any depreciation or amortization of the Project except as expressly permitted herein;

(G) costs incurred due to a violation of Law (defined below) by Landlord relating to the Project;

(H) interest on debt or amortization payments on any mortgages or deeds of trust or any other debt for borrowed money;

(I) all items and services for which Tenant or other tenants reimburse Landlord outside of Operating Expenses;

(J) repairs or other work occasioned by fire, windstorm or other work paid for through insurance or condemnation proceeds (excluding any deductible);

(K) legal expenses incurred for (i) negotiating lease terms for prospective tenants, (ii) negotiating termination or extension of leases with existing tenants, (iii) proceedings against any other specific tenant relating solely to the collection of rent or other sums due to Landlord from such tenant, or (iv) the development and/or construction of the Project;

(L) repairs resulting from any defect in the original design or construction of the Project;

(M) property management fees in excess of 4% of gross office rental revenue;

(d) "Variable Operating Expenses" for any calendar year during which actual occupancy of the Project is less than ninety-five percent (95%) of the Rentable Area of the

Project shall be appropriately adjusted to reflect ninety-five percent (95%) occupancy of the existing Rentable Area of the Building. Variable Operating Expenses are Operating Expenses that are directly variable with and in proportion to the level of occupancy of the Building (such as janitorial services, utilities, refuse and waste disposal, and management fees); provided, however, such "gross up" shall not result in any increase in Operating Costs charges to Tenant over the amount Tenant would have paid had the Building been fully occupied during such period. In determining Operating Expenses, if any services or utilities are separately charged to tenants of the Project or others, Operating Expenses shall be adjusted by Landlord to reflect the amount of expense which would have been incurred for such services or utilities on a full time basis for normal Project operating hours. In the event (i) the Commencement Date shall be a date other than January 1, (ii) the date fixed for the expiration of the Lease Term shall be a date other than December 31, (iii) of any early termination of this Lease, or (iv) of any increase or decrease in the size of the Premises, then in each such event, an appropriate adjustment in the application of this Paragraph 3 shall, subject to the provisions of this Lease, be made to reflect such event on a basis determined by Landlord to be consistent with the principles underlying the provisions of this Paragraph 3.

(e) Within a reasonable period after the commencement of each calendar year of the Lease Term following the Commencement Date, Landlord shall give to Tenant a written estimate of Tenant's Proportionate Share of the Operating Expenses for the Building and the Common Areas of the Building and Project for the then current year. Tenant shall pay such estimated amount to Landlord in equal monthly installments, in advance on the first day of each month. Within a reasonable period after the end of each calendar year, Landlord shall furnish Tenant a statement indicating in reasonable detail the Operating Expenses for such period, and the parties shall, within thirty (30) days thereafter, make any payment or allowance necessary to adjust Tenant's estimated payments to Tenant's actual share of such Operating Expenses as indicated by such annual statement. Any payment due Landlord shall be payable by Tenant within thirty (30) days of demand from Landlord. Any amount due Tenant shall be credited against installments next becoming due under this Paragraph 3(e) or refunded to Tenant, if no further sums are due from Tenant.

(f) All taxes assessed or imposed on Landlord upon the rents payable to Landlord under this Lease and any excise, transaction, sales tax, assessment, levy or charge measured by or based, to the extent based upon such rents from the Premises and/or the Project or any portion thereof shall be paid by Tenant to Landlord monthly in estimated installments or upon demand, at the option of Landlord, as additional rent to be allocated to monthly Operating Expenses.

(g) Tenant shall pay on or before ten (10) days before delinquency, all taxes and assessments (i) levied against any personal property, Alterations, tenant improvements or trade fixtures of Tenant in or about the Premises, (ii) based upon this Lease or any document to which Tenant is a party creating or transferring an interest in this Lease or an estate in all or any portion of the Premises, and (iii) levied for any business, professional, or occupational license fees. If any such taxes or assessments are levied against Landlord or Landlord's property or if the assessed value of the Project is increased by the inclusion therein of a value placed upon such personal property or trade fixtures, Tenant shall upon thirty (30) days written notice from Landlord reimburse Landlord for the taxes and assessments so levied against Landlord, or such

taxes, levies and assessments resulting from such increase in assessed value. To the extent that any such taxes are not separately assessed or billed to Tenant, Tenant shall pay the amount thereof as invoiced to Tenant by Landlord.

(h) Any delay or failure of Landlord in (i) delivering any estimate or statement described in this Paragraph 3 or (ii) computing or billing Tenant's Proportionate Share of Operating Expenses shall not constitute a waiver of its right to require an increase in Rent, or in any way impair the continuing obligations of Tenant under this Paragraph 3. In the event of any dispute as to any Additional Rent due under this Paragraph 3, Tenant, an officer of Tenant or Tenant's certified public accountant (but (a) in no event shall Tenant hire or employ an accounting firm or any other person to audit Landlord as set forth under this Paragraph who is compensated or paid for such audit on a contingency basis; and (b) in the event Tenant hires or employs an independent party to perform such audit, Tenant shall provide Landlord with a copy of the engagement letter) shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office. If, after such inspection, Tenant still disputes such Additional Rent, upon Tenant's written request therefor, a certification as to the proper amount of Operating Expenses and the amount due to or payable by Tenant shall be made by an independent certified public accountant mutually agreed to by Landlord and Tenant. If Landlord and Tenant cannot mutually agree to an independent certified public accountant, then the parties agree that Landlord shall choose an independent certified public accountant to conduct the certification as to the proper amount of Tenant's Proportionate Share of Operating Expenses due by Tenant for the period in question; provided, however, such certified public accountant shall not be the accountant who conducted Landlord's initial calculation of Operating Expenses to which Tenant is now objecting. Such certification shall be final and conclusive as to all parties. If the certification reflects that Tenant has overpaid Tenant's Proportionate Share of Operating Expenses for the period in question, then Landlord shall credit such excess to Tenant's next payment of Operating Expenses or, at the request of Tenant, promptly refund such excess to Tenant and conversely, if Tenant has underpaid Tenant's Proportionate Share of Operating Expenses, Tenant shall promptly pay such additional Operating Expenses to Landlord. Tenant agrees to pay the cost of such certification and the investigation with respect thereto and no adjustments in Tenant's favor shall be made unless it is determined that Landlord's original statement was in error in Landlord's favor by more than five percent (5%). If such error is more than five percent (5%), Landlord shall pay Tenant's reasonable out of pocket audit costs. Notwithstanding any dispute as to the amount of Additional Rent due, Tenant shall pay to Landlord such Additional Rent when due. Tenant waives the right to dispute any matter relating to the calculation of Operating Expenses or Additional Rent under this Paragraph 3 if any claim or dispute is not asserted in writing to Landlord within one hundred and twenty (120) days after delivery to Tenant of the original billing statement with respect thereto. Notwithstanding the foregoing, Tenant shall maintain strict confidentiality of all of Landlord's accounting records and shall not disclose the same to any other person or entity except for Tenant's professional advisory representatives (such as Tenant's employees, accountants, advisors, attorneys and consultants) with a need to know such accounting information, who agree to similarly maintain the confidentiality of such financial information.

(i) Even though the Lease Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's Proportionate Share of Operating Expenses for

the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Operating Expenses paid, and conversely, any overpayment made by Tenant shall be promptly refunded to Tenant by Landlord, subject to offset for any amounts due to Landlord from Tenant under this Lease.

(j) The Base Rent, Additional Rent, late fees, and other amounts required to be paid by Tenant to Landlord hereunder are sometimes collectively referred to as, and shall constitute, "Rent."

(k) Further notwithstanding the foregoing, Tenant's share of Operating Expenses, other than taxes, insurance, utilities and cost of casualty not covered by insurance (collectively, the "Non-Controllable Expenses"), shall not be increased during any calendar year by more than a maximum of five percent (5%) of such expenses for the preceding calendar year, calculated on a cumulative basis (i.e., Landlord may carry forward unused increases in Operating Expenses). This cap shall not apply to the Non-Controllable Expenses.

#### 4. IMPROVEMENTS AND ALTERATIONS

(a) Landlord shall deliver the Premises to Tenant and Tenant agrees to accept the Premises from Landlord in its existing "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" condition except for obligations of Landlord pursuant to this Lease to maintain or repair the Building, the Premises and common areas Landlord shall have no obligation to refurbish or otherwise improve the Premises throughout the Lease Term. Tenant shall improve the Premises in accordance with mutually acceptable architectural and engineering plans (the "Approved Plan"), attached hereto as Exhibit B. The improvements referenced in this Paragraph shall be referred to as the "Tenant Improvements." Within 120 days from the date hereof, Tenant shall prepare construction documents for the Tenant Improvements in accordance with the Approved Plan (the "Construction Documents") and furnish such Construction Documents to Landlord for approval, not to be unreasonably withheld or delayed. Tenant shall have the right to select and use its own licensed and bonded contractors, subcontractors, architects, engineers and consultants in connection with the construction of the Tenant Improvements, provided such parties shall be subject to Landlord's reasonable prior written approval. Tenant, through its contractor will perform and complete the Tenant Improvements as described in the Approved Plan, subject to reasonable change orders approved by Landlord, not to be unreasonably withheld provided that such change orders are non-structural in nature. All work will be scheduled by Tenant in such a manner as to not inconvenience other tenants in the Building. Landlord assumes no liability for Tenant's equipment, furniture or other personal property located at the Premises during the construction of the Tenant Improvements and Tenant shall hold Landlord harmless and indemnify same from and against any damage or injury relating to Tenant's equipment, furniture or personal property left in the Premises during the construction of the Tenant Improvements.

(b) Landlord shall pay an improvement allowance equal to the lesser of (i) the actual cost of the Tenant Improvements (including "soft costs") and any other costs relating to Tenant's relocation, or (ii) \$1,292,165, which is the product of the rentable square footage of the Premises (36,919 rentable square feet) and \$35.00 (i.e. \$1,292,165.00) (the "Improvement Allowance") as partial payment for the "costs" of the Tenant Improvements. As used herein, the phrase "costs"

means all costs and expenses incurred in connection with the design and construction of the Tenant Improvements, including, without limitation, amounts paid to the contractors, subcontractors and material suppliers and including. The Improvement Allowance may also be used towards costs relating to Tenant's relocation, including, but not limited to, expenses for architectural, engineering, cabling, communications equipment, furniture and moving (collectively "Soft Costs"). Tenant hereby acknowledges that all Tenant Improvements constructed using any portion of the Improvement Allowance (and excluding Tenant's fixtures) shall be the sole property of Landlord from the date of construction or installation in the Premises and shall remain in the Premises following the expiration of the Lease. Landlord's payment of the Improvement Allowance to Tenant is conditioned upon, as applicable, (a) Landlord's receipt and approval of copies of verifiable paid invoices from the parties performing the work in connection with the Tenant Improvements and/or the space planning in connection with the Premises, and (b) if required by Landlord, final or partial contractor's affidavits and final or partial lien waivers from Tenant's contractors, subcontractors and others, as are applicable, supplying materials for and performing the work in any portion of the Premises for Tenant, or with respect to other items payable under the Improvement Allowance. Subject to the preceding sentence, the Improvement Allowance or the applicable portions thereof shall be paid to Tenant within thirty (30) days of Tenant's delivery of all of the required invoices and any applicable lien waivers to Landlord and Tenant's occupancy of all of the Premises. Tenant shall be solely responsible for the costs of the Tenant Improvements that exceed the Improvement Allowance. Any portion of the Improvement Allowance which is not applied for in accordance with the provisions of the Tenant Improvements as of December 31, 2017 shall be retained by Landlord and no credit shall be given to Tenant for any such unused portion thereof. Landlord shall assess a construction management fee from the Tenant in the amount of ~~five percent (5%)~~ <sup>three percent (3%)</sup> of the Improvement Allowance in connection with Landlord's supervision of the Tenant Improvements, which shall be paid from the Improvement Allowance. *WBS*

(c) If the Tenant Improvements have not been substantially completed by the Commencement Date due to any act, omission or default by Tenant, or anyone acting under or for Tenant, Landlord shall have no liability therefor, and the obligations of this Lease (including, without limitation, the obligation to pay Rent) shall nonetheless commence as of the date upon which the Commencement Date would have occurred but for such Tenant Delay, act, omission or default. If the Premises are not substantially completed due to a Force Majeure Delay or delay, act, omission or default by Landlord, then as Tenant's sole remedy for any such delay in Tenant's occupancy of the Premises shall be the postponement of Commencement Date and Tenant's obligation to pay Rent on a day for day basis (in accordance with the duration of the delay).

(d) For the purposes hereof, "Force Majeure Delay" shall mean a delay caused by any one or combination of the following events: on-site casualty, act of God, on-site explosion, war, invasion, insurrection, riot, mob violence, sabotage, strikes, lockouts, labor disputes, condemnation, governmental restriction first adopted and effective after the date the Lease has been signed and delivered or laws first adopted and effective after the date the Lease has been signed and delivered. Landlord shall notify Tenant in writing of any act which Landlord reasonably believes may result in a Force Majeure Delay.

(e) Landlord's title is and always will be paramount to the title of Tenant, and Tenant will not do or be empowered to do any act which encumbers or may encumber Landlord's title or which subjects the Premises or the Building or any part of either to any lien. Tenant must promptly remove and cause to be fully released any and all liens or encumbrances which are filed against the Premises or the Building as a result of any act or omission of Tenant or Tenant's agents. If Tenant fails to remove and cause to be fully released any such lien within ten (10) days following Tenant's receipt of notice thereof, then Landlord may, but is not obligated to, remove such lien, and Tenant shall pay all costs of removal or bonding the lien to Landlord upon demand.

(f) Any alterations, additions, or improvements made by or on behalf of Tenant to the Premises (collectively, the "Alterations") shall be subject to Landlord's prior written consent, and shall (i) comply with all applicable laws, ordinances, rules and regulations; (ii) be compatible with the Building and its mechanical, electrical, HVAC and life safety systems; (iii) not unreasonably interfere with the use and occupancy of any other portion of the Building by any other tenant or their invitees; (iv) not affect the structural portions of the Building; and, (v) not, whether alone or taken together with other improvements, require the construction of any other improvements or alterations within the Building. Tenant shall cause, at its sole cost and expense, all Alterations to comply with insurance requirements and with Laws and shall construct, at its sole cost and expense, any alteration or modification required by Laws as a result of any Alterations. All Alterations shall be constructed at Tenant's sole cost and expense, in a first class and good and workmanlike manner by contractors reasonably acceptable to Landlord and only good grades of materials shall be used. All plans and specifications for any Alterations shall be submitted to Landlord for its approval, which approval shall not be unreasonably withheld or conditioned, and shall be reviewed by Landlord within seven (7) business days of submission to Landlord. Landlord's right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Landlord shall have no duty to see that such plans and specifications or construction comply with applicable laws, codes, rules and regulations. Without limiting the other grounds upon which Landlord may refuse to approve any contractor or subcontractor, Landlord may take into account the desirability of maintaining harmonious labor relations at the Project. Landlord may also require that all life safety related work and all mechanical, electrical, plumbing and roof related work be performed by contractors designated by Landlord. Landlord shall not require Tenant to restore the Premises to its original condition as of the Commencement Date. Any Alterations remaining in the Premises following the expiration of the Lease Term or following the surrender of the Premises from Tenant to Landlord shall become the property of Landlord unless Landlord notifies Tenant otherwise. Tenant shall provide Landlord with the identities and mailing addresses of all persons performing work or supplying materials, prior to beginning such construction, and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable law. Tenant shall assure payment for the completion of all work free and clear of liens and shall provide certificates of insurance for worker's compensation and other coverage in amounts and from an insurance company reasonably satisfactory to Landlord protecting Landlord against liability for bodily injury or property damage during construction. Upon completion of any Alterations and upon Landlord's reasonable request, Tenant shall deliver to Landlord sworn statements setting forth the names of all contractors and subcontractors who did work on the Alterations and final lien waivers from all such contractors and subcontractors. Additionally, upon completion of any

Alteration, Tenant shall provide Landlord, at Tenant's expense, with a complete set of plans in reproducible form and specifications reflecting the actual conditions of the Alterations, together with a copy of such plans on diskette in the AutoCAD format or such other format as may then be in common use for computer assisted design purposes. Tenant shall pay to Landlord, as additional rent, the reasonable costs of Landlord's engineers and other consultants for review of all plans, specifications and working drawings for the Alterations and for the incorporation of such Alterations in the Landlord's master Building drawings, within ten (10) days after Tenant's receipt of invoices either from Landlord or such consultants together with (in any event) an administrative charge of ten percent (10%) of the actual costs of such work. In addition to such costs, Tenant shall pay to Landlord, within ten (10) days after completion of any Alterations, the actual, reasonable costs incurred by Landlord for services rendered by Landlord's management personnel and engineers to coordinate and/or supervise any of the Alterations to the extent such services are provided in excess of or after the normal on-site hours of such engineers and management personnel.

(g) NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT, OR TO ANYONE HOLDING THE PREMISES THROUGH OR UNDER TENANT, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN THE PREMISES.

(h) Nothing contained in this Lease shall be construed as consent on the part of Landlord to subject the estate of Landlord to liability under the Construction Lien Law of the State of Florida, it being expressly understood that the Landlord's estate shall not be subject to such liability. Tenant shall strictly comply with the Construction Lien Law of the State of Florida as set forth in Chapter 713, Florida Statutes. Tenant agrees to obtain and deliver to Landlord prior to the commencement of any work or Alterations or the delivery of any materials, written and unconditional waivers of contractors' liens with respect to the Premises, the Building and the Project Common Areas for all work, service or materials to be furnished at the request or for the benefit of Tenant to the Premises, and any Notice of Commencement filed by Tenant shall contain, in bold print, the first sentence of this Paragraph 4(e). Such waivers shall be signed by all architects, engineers, designers, contractors, subcontractors, materialmen and laborers to become involved in such work. Tenant shall keep the Premises, the Building and the Project free from any and all liens arising out of any Alterations, work performed, materials furnished, or obligations incurred by or for Tenant. Notwithstanding the foregoing, Tenant at its expense shall cause any lien filed against the Premises, the Building or the Common Areas of the Building or Project for work, services or materials claimed to have been furnished to or for the benefit of Tenant to be satisfied or transferred to bond within ten (10) days after Tenant's having received notice thereof. In the event that Tenant fails to satisfy or transfer to bond such claim of lien within said ten (10) day period, Landlord may do so and thereafter charge Tenant as Additional Rent, all costs incurred by Landlord in connection with the satisfaction or transfer of such claim, including attorneys' fees. Further, Tenant agrees to indemnify, defend, and save the Landlord harmless from and against any damage to and loss incurred by Landlord as a result of any such contractor's claim of lien. If so requested by Landlord, Tenant, at Tenant's cost, shall execute a short form or memorandum of this Lease, which may, in Landlord's sole discretion be

recorded in the Public Records of the County in which the Premises is located for the purpose of protecting Landlord's estate from contractors' Claims of Lien, as provided in Chapter 713.10, Florida Statutes. In the event such short form or memorandum of this Lease is executed, Tenant shall simultaneously execute and deliver to Landlord an instrument in recordable form terminating Tenant's interest in the real property upon which the Premises are located, which instrument may be recorded by Landlord at the expiration or earlier termination of the term of this Lease. The security deposit paid by Tenant may be used by Landlord for the satisfaction or transfer of any Contractor's Claim of Lien, as provided in this Paragraph. This Paragraph shall survive the termination of this Lease.

#### 5. REPAIRS

(a) Landlord's obligation with respect to repair as part of Basic Services shall be limited to (i) the structural portions of the Building including, without limitation, the foundation, (ii) the exterior walls of the Building, including, without limitation, glass and glazing, (iii) the roof, (iv) mechanical, electrical, heating, ventilating and air conditioning, plumbing and life safety and other systems [except for any lavatory, shower, toilet, wash basin and kitchen facilities that are located within and serve Tenant exclusively and any supplemental heating and air conditioning systems whether located or not within the Premises (including all plumbing connected to said facilities or systems)], (v) Common Areas (including paving), (vi) utility lines located outside of the Premises and (vii) life safety components of any backup generator for the Premises. Landlord shall not be deemed to have breached any obligation with respect to the condition of any part of the Project unless Tenant has given to Landlord written notice of any required repair and Landlord has not made such repair within a reasonable time following the receipt by Landlord of such notice. The foregoing notwithstanding: (i) Landlord shall not be required to repair damage to any of the foregoing to the extent caused by the acts or omissions of Tenant or its agents, employees or contractors, except to the extent covered by insurance carried by Landlord; and (ii) the obligations of Landlord pertaining to damage or destruction by casualty shall be governed by the provisions of Paragraph 9. Landlord shall have the right but not the obligation to undertake work of repair that Tenant is required to perform under this Lease and that Tenant fails or refuses to perform in a timely and efficient manner. All costs incurred by Landlord in performing any such repair for the account of Tenant shall be repaid by Tenant to Landlord upon demand, together with an administrative fee equal to ten percent (10%). Except as expressly provided in Paragraph 9 of this Lease, there shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Premises, the Building or the Project. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

(b) Tenant, at its expense, (i) shall keep the Premises and all fixtures contained therein in a safe, clean and neat condition, and (ii) shall bear the cost of maintenance and repair, by contractors selected by Landlord, of all facilities which are not expressly required to be maintained or repaired by Landlord and which are located in the Premises, including, without limitation, lavatory, shower, toilet, wash basin and kitchen facilities, and supplemental heating and air conditioning systems (including all plumbing connected to said facilities or systems installed by or on behalf of Tenant or existing in the Premises at the time of Landlord's delivery

of the Premises to Tenant). Tenant shall make all repairs to the Premises not required to be made by Landlord under subparagraph (a) above with replacements of any materials to be made by use of materials of equal or better quality. Tenant shall do all decorating, remodeling, alteration and painting required by Tenant during the Lease Term. Tenant shall pay for the cost of any repairs to the Premises, the Building or the Project made necessary by any negligence or willful misconduct of Tenant or any of its assignees, subtenants, employees or their respective agents, representatives, contractors, or other persons permitted in or invited to the Premises or the Project by Tenant. If Tenant fails to make such repairs or replacements within fifteen (15) days after written notice from Landlord, Landlord may at its option make such repairs or replacement, and Tenant shall upon demand pay Landlord for the cost thereof, together with an administrative fee equal to ten percent (10%) of such costs.

(c) Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in a safe, clean and neat condition, normal wear and tear excepted. Except as otherwise set forth in Paragraph 4(h) of this Lease, Tenant shall remove from the Premises personal property of Tenant and all computer and phone cabling and wiring installed by or on behalf of Tenant, shall repair all damage caused by such removal, and shall restore the Premises to its original condition, reasonable wear and tear excepted. In addition to all other rights Landlord may have, in the event Tenant does not so remove any such fixtures, furnishings or personal property, Tenant shall be deemed to have abandoned the same, in which case Landlord may store or dispose of the same at Tenant's expense, appropriate the same for itself, and/or sell the same in its discretion.

#### **6. USE OF PREMISES**

(a) Tenant shall use the Premises only for general office use (including, without limitation, for a national medical personnel recruiting and staffing facility) any other lawful purpose permitted by applicable zoning and shall not use the Premises or permit the Premises to be used for any other purpose. Landlord shall have the right to deny its consent to any change in the permitted use of the Premises in its sole and absolute discretion. During the Lease Term, Landlord shall not pursue a change in the zoning or land use designation which would prohibit Tenant's use of the Premises in accordance herewith.

(b) Tenant shall not at any time use or occupy the Premises, or permit any act or omission in or about the Premises in violation of any law, statute, ordinance or any governmental rule, regulation or order (collectively, "Law" or "Laws") and Tenant shall, upon written notice from Landlord, discontinue any use of the Premises which is declared by any governmental authority to be a violation of Law. Tenant shall be responsible for compliance with all Laws within the Premises and the cost of such compliance may be paid from funds available in the Allowance, and if any Law shall, by reason of the nature of Tenant's permitted use or particular use or particular manner of use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to (i) modification or other maintenance of the Premises, the Building or the Project, or (ii) the use, Alteration or occupancy thereof, Tenant shall comply with such Law at Tenant's sole cost and expense; provided that Tenant shall not be required to modify or otherwise improve the Premises unless required as a result of any Tenant Improvements or other Alterations or Tenant's particular use of the Premises. Landlord shall be responsible to ensure

that the Building (excluding the Premises) and the Common Areas of the Building and the Project comply with all Laws, provided that any costs of such compliance incurred by Landlord as a result of changes to Laws effective subsequent to the Effective Date shall be a component of "Operating Expenses" as defined in Paragraph 3(d). Notwithstanding anything to the contrary in this Lease, Landlord shall be responsible to ensure that the Building are in compliance with the Americans with Disabilities Act at Landlord's sole cost and expense. This Lease shall be subject to and Tenant shall comply with all financing documents encumbering the Building or the Project and all covenants, conditions and restrictions affecting the Premises, the Building or the Project, including, but not limited to, Tenant's execution of any subordination agreements requested by a mortgagee (which for purposes of this Lease includes any lender or grantee under a deed of trust) of the Premises, the Building or the Project.

(c) Tenant shall not at any time use or occupy the Premises in violation of the certificates of occupancy issued for or restrictive covenants pertaining to the Building or the Premises, and in the event that any architectural control committee or department of the state or the city or county in which the Project is located shall at any time contend or declare that the Premises are used or occupied in violation of such certificate or certificates of occupancy or restrictive covenants, Tenant shall, upon five (5) days' notice from Landlord or any such governmental agency, immediately discontinue such use of the Premises (and otherwise remedy such violation). The failure by Tenant to discontinue such use shall be considered a default under this Lease and Landlord shall have the right to exercise any and all rights and remedies provided herein or by Law. Any statement in this Lease of the nature of the business to be conducted by Tenant in the Premises shall not be deemed or construed to constitute a representation or guaranty by Landlord that such business is or will continue to be lawful or permissible under any certificate of occupancy issued for the Building or the Premises, or otherwise permitted by Law.

(d) Tenant shall not do or permit to be done anything which may invalidate or increase the cost of any fire, All Risk, Causes of Loss - Special Form or other insurance policy covering the Building, the Project and/or property located therein and shall comply with all rules, orders, regulations and requirements of the appropriate fire codes and ordinances or any other organization performing a similar function. In addition to all other remedies of Landlord, Landlord may require Tenant, promptly upon demand, to reimburse Landlord for the full amount of any additional premiums charged for such policy or policies by reason of Tenant's failure to comply with the provisions of this Paragraph 6.

(e) Tenant shall not in any way unreasonably interfere with the rights or quiet enjoyment of other tenants or occupants of the Premises, the Building or the Project. Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain, or permit any nuisance in, on or about the Premises, the Building or the Project. Tenant shall not place weight upon any portion of the Premises exceeding the structural floor load (per square foot of area) which such area was designated (and is permitted by Law) to carry or otherwise use any Building system in excess of its capacity or in any other manner which may damage such system or the Building. Business machines and mechanical equipment shall be placed and maintained by Tenant, at Tenant's expense, in locations and in settings sufficient in Landlord's reasonable judgment to absorb and

prevent vibration, noise and annoyance. Tenant shall not commit or suffer to be committed any waste in, on, upon or about the Premises, the Building or the Project.

(f) Tenant shall take all reasonable steps necessary to adequately secure the Premises from unlawful intrusion, theft, fire and other hazards, and shall keep and maintain any and all security devices in or on the Premises in good working order, including, but not limited to, exterior door locks for the Premises and burglar alarms located within the Premises and shall cooperate with Landlord and other tenants in the Project with respect to access control and other safety matters.

(g) As used herein, the term "Hazardous Material" means any (a) oil or any other petroleum-based substance, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Project or to persons on or about the Project or (ii) cause the Project to be in violation of any Laws; (b) asbestos in any form, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) chemical, material or substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "restricted hazardous waste", or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq.; the Safe Drinking Water Act, as amended, 42 U.S.C. §300, et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. §2601, et seq.; the Federal Hazardous Substances Control Act, as amended, 15 U.S.C. §1261, et seq.; and the Occupational Safety and Health Act, as amended, 29 U.S.C. §651, et seq.; Chapters 373, 376 and 403, Florida Statutes and the regulations promulgated pursuant thereto; (d) other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Project or the owners and/or occupants of property adjacent to or surrounding the Project, or any other Person coming upon the Project or adjacent property; and (e) other chemicals, materials or substances which may or could pose a hazard to the environment. The term "Permitted Hazardous Materials" shall mean Hazardous Materials which are contained in ordinary office supplies of a type and in quantities typically used in the ordinary course of business within executive offices of similar size in comparable office buildings, but only if and to the extent that such supplies are transported, stored and used in full compliance with all applicable laws, ordinances, orders, rules and regulations and otherwise in a safe and prudent manner. Hazardous Materials which are contained in ordinary office supplies but which are transported, stored and used in a manner which is not in full compliance with all applicable laws, ordinances, orders, rules and regulations or which is not in any respect safe and prudent shall not be deemed to be "Permitted Hazardous Materials" for the purposes of this Lease.

(i) Tenant, its assignees, subtenants, and their respective agents, servants, employees, representatives and contractors (collectively referred to herein as "Tenant Affiliates") shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by Tenant or by Tenant Affiliates without the prior written consent of Landlord (which may be granted, conditioned or withheld in the sole discretion of Landlord), save and except only for Permitted Hazardous Materials, which Tenant or Tenant Affiliates may bring, store and use in reasonable quantities for their intended use in the Premises, but only in full compliance with all applicable Laws. On or before the expiration or earlier termination of this Lease, Tenant shall remove from the Premises all Hazardous Materials (including, without limitation, Permitted Hazardous Materials), regardless of whether such Hazardous Materials are present in concentrations which require removal under applicable Laws.

(ii) Tenant agrees to indemnify, defend and hold Landlord and its Affiliates (defined below) harmless for, from and against any and all claims, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses, including reasonable attorneys' fees and expenses, court costs, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature that arise during or after the Lease Term directly or indirectly from or in connection with the presence, suspected presence, or release of any Hazardous Material in or into the air, soil, surface water or groundwater at, on, about, under or within the Premises, or any portion thereof.

(iii) In the event any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work (collectively, the "Remedial Work") is required under any applicable federal, state or local Law, by any judicial order, or by any governmental entity as the result of operations or activities upon, or any use or occupancy of any portion of the Premises by Tenant or Tenant Affiliates, Landlord shall perform or cause to be performed the Remedial Work in compliance with such Law at Tenant's sole cost and expense. All Remedial Work shall be performed by one or more contractors, selected and approved by Landlord. All such reasonable costs and expenses of such Remedial Work shall be paid by Tenant, including, without limitation, the charges of such contractor(s), the consulting engineer, and Landlord's reasonable attorneys' fees and costs incurred in connection with monitoring or review of such Remedial Work.

(iv) Each of the covenants and agreements of Tenant set forth in this Paragraph 6(g) shall survive the expiration or earlier termination of this Lease.

#### 7. UTILITIES AND SERVICES

(a) Landlord shall furnish, or cause to be furnished to the Premises, the utilities and services described in this Paragraph 7(a) (collectively the "Basic Services"):

(i) Cold water at those points of supply provided for general use of other tenants in the Building;

(ii) At such times as Landlord normally furnishes these services to other tenants in the Building and if provided in the region, central air conditioning at such

temperatures and in such amounts as are considered by Landlord to be standard or as may be permitted or controlled by applicable Laws;

(iii) Maintenance, repairs, structural and exterior maintenance (including, without limitation, exterior glass and glazing), painting and electric lighting service for all Common Areas of the Project in the manner and to the extent consistent with other buildings of the same class in the area, subject to the limitation contained in Paragraph 5(a) above;

(iv) Janitorial service on a five (5) day week basis, excluding holidays; provided, however, if Tenant's floor covering or other improvements require special treatment that has been requested by Tenant in writing, Tenant shall pay the reasonable additional cleaning cost attributable thereto as additional rent upon within ten (10) days following presentation of a statement therefor by Landlord;

(v) An electrical system to convey power delivered by public utility providers selected by Landlord in amounts sufficient for normal office operations as provided by Landlord in the Building but not to exceed the standard wattage allowance for the Building per square foot of Rentable Area during normal office hours (which includes an allowance for lighting of the Premises at the maximum wattage per square foot of Rentable Area permitted under applicable laws, ordinances, orders, rules and regulations), provided that no single item of electrical equipment consumes more than 0.5 kilowatts at rated capacity or requires a voltage other than 120 volts, single phase; and

(vi) Public elevator service on a 24 hour basis, and a freight elevator serving the floors on which the Premises are situated, during hours designated by Landlord.

(b) Landlord shall provide to Tenant at Tenant's sole cost and expense (and subject to the limitations hereinafter set forth) the following extra services (collectively the "Extra Services"):

(i) Such extra cleaning and janitorial services requested by Tenant, and agreed to by Landlord, for special improvements or Alterations;

(ii) Subject to Paragraph 7(d) below, additional air conditioning and ventilating capacity required by reason of any electrical, data processing or other equipment or facilities or services required to support the same, in excess of that typically provided by the Building;

(iii) Heating, ventilation, air conditioning or extra electrical service provided by Landlord to Tenant (i) during hours other than Business Hours, (ii) on Saturdays, Sundays, or Holidays, said ventilation and air conditioning or extra service to be furnished solely upon the prior written request of Tenant given with such advance notice as Landlord may reasonably require and Tenant shall pay to Landlord Landlord's standard charge for overtime HVAC on an hourly basis, currently \$35.00 per hour (two (2) hour minimum), subject to change at Landlord's discretion based upon operational costs and expenses including wear and tear on the HVAC system and its components; and

(iv) Any Basic Service in amounts reasonably determined by Landlord to exceed the amounts required to be provided above. Tenant shall pay Landlord the cost of providing such additional services (or an amount equal to Landlord's reasonable estimate of such cost, if the actual cost is not readily ascertainable) together with an administration fee equal to fifteen percent (15%) of such costs, within ten (10) days following presentation of an invoice therefore by Landlord to Tenant. The cost chargeable to Tenant for all extra services shall constitute Additional Rent.

(c) Tenant agrees to cooperate fully at all times with Landlord and to comply with all regulations and requirements not inconsistent with this Lease which Landlord may from time to time prescribe for the use of the utilities and Basic Services described herein. Landlord shall not be liable to Tenant for the failure of any other tenant, or its assignees, subtenants, employees, or their respective invitees, licensees, agents or other representatives to comply with such regulations and requirements. The term "Business Hours" shall be deemed to be Monday through Friday from 7:00 A.M. to 7:00 P.M. and Saturday from 7:00 A.M. to 1:00 P.M., excepting Holidays. The term "Holidays" shall be deemed to mean and include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(d) If Tenant requires utilities or services in quantities greater than or at times other than that generally furnished by Landlord as set forth above, Tenant shall pay to Landlord, upon receipt of a written statement therefor, Landlord's charge for such use. In the event that Tenant shall require additional electric current, water or gas for use in the Premises and if, in Landlord's judgment, such excess requirements cannot be furnished unless additional risers, conduits, feeders, switchboards and/or appurtenances are installed in the Building, subject to the conditions stated below, Landlord shall proceed to install the same at the sole cost of Tenant, payable upon demand in advance. The installation of such facilities shall be conditioned upon Landlord's consent, and a determination that the installation and use thereof (i) shall be permitted by applicable Law and insurance regulations, (ii) shall not cause permanent damage or injury to the Building or adversely affect the value of the Building or the Project, and (iii) shall not cause or create a dangerous or hazardous condition or interfere with or disturb other tenants in the Building. Subject to the foregoing, Landlord shall, upon reasonable prior notice by Tenant, furnish to the Premises additional elevator, air conditioning and/or cleaning services upon such reasonable terms and conditions as shall be determined by Landlord, including payment of Landlord's charge therefor.

(e) Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement or reduction of Rent (subject to Interruption Grace Period, as hereinafter defined), or other liability by reason of any failure to furnish any services or utilities described herein for any reason, including, without limitation, when caused by accident, breakage, casualty, natural disasters, weather, water leakage, flooding, repairs, Alterations or other improvements to the Project, strikes, lockouts or other labor disturbances or labor disputes of any character, governmental regulation, moratorium or other governmental action, inability to obtain electricity, water or fuel, or any other cause beyond Landlord's control. Landlord shall be entitled to cooperate with the energy conservation efforts of governmental agencies or utility suppliers. No such failure, stoppage or interruption of any such utility or service shall be construed as an eviction of Tenant, nor shall the same relieve Tenant from any obligation to perform any

covenant or agreement under this Lease except as otherwise set forth in connection with the Interruption Grace Period. In the event of any failure, stoppage or interruption thereof, Landlord shall use reasonable efforts to attempt to restore all services promptly. No representation is made by Landlord with respect to the adequacy or fitness of the Building's ventilating, air conditioning or other systems to maintain temperatures as may be required for the operation of any computer, data processing or other special equipment of Tenant. Notwithstanding the foregoing, and provided not caused by Tenant's negligence, intentional misconduct or force majeure, if the Basic Services described in this Paragraph 7 are interrupted or suspended for a period of seven (7) consecutive business days per incident following written notice from Tenant to Landlord describing the interruption of such services (the "Interruption Grace Period") and Tenant is unable to use the Premises, then Tenant shall receive a day for day abatement of Base Rent for every day following the Interruption Grace Period until such time as Landlord has restored such services.

(f) Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the above standards for Basic Services and Extra Services.

(g) Except as is otherwise expressly provided in this Lease and except for emergencies and closures during or in anticipation of natural disasters such as hurricanes, the Building will be accessible to Tenant, its subtenants, agents, servants, employees, contractors, invitees or licensees (collectively, "Tenant's Agents") at all times during Business Hours, and Tenant and its employees shall have access to the Premises twenty four (24) hours per day each day of the year; Tenant's Agents other than its employees shall have access to the Building after Normal Business Hours only in accordance with the security procedures adopted by Landlord from time to time for the Building and its parking area.

#### **8. NON-LIABILITY AND INDEMNIFICATION OF LANDLORD; INSURANCE**

(a) To the greatest extent permitted by Law, and except to the extent caused by Landlord's sole negligence or willful misconduct, Landlord and its Affiliates shall not be liable for any injury, loss or damage suffered by Tenant or to any person or property occurring or incurred in or about the Premises, the Building or the Project from any cause. Without limiting the foregoing, neither Landlord nor any of its partners, officers, trustees, affiliates, directors, employees, contractors, agents or representatives (collectively, "Affiliates") shall be liable for and there shall be no abatement of Rent (except in the event of a casualty loss or a condemnation as set forth in Paragraph 9 and Paragraph 10 or Paragraph 7(e) of this Lease) for (i) any damage to Tenant's property stored with or entrusted to Affiliates of Landlord, (ii) loss of or damage to any property by theft or any other wrongful or illegal act, or (iii) any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or the Project or from the pipes, appliances, appurtenances or plumbing works therein or from the roof, street or sub-surface or from any other place or resulting from dampness or any other cause whatsoever or from the acts or omissions of other tenants, occupants or other visitors to the Building or the Project or from any other cause whatsoever, (iv) any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to the Building, whether within or outside of the Project, or (v) any latent or other defect in the Premises. Tenant shall give prompt notice to Landlord in

the event of (i) the occurrence of a fire or accident in the Premises or in the Building, or (ii) the discovery of a defect therein or in the fixtures or equipment thereof. This Paragraph 8(a) shall survive the expiration or earlier termination of this Lease.

(b) To the greatest extent permitted by Law, Tenant hereby agrees to indemnify, protect, defend and hold harmless Landlord and its designated property management company, and their respective partners, members, affiliates and subsidiaries, and all of their respective officers, trustees, directors, shareholders, employees, servants, partners, representatives, insurers and agents (collectively, "Landlord Indemnitees") for, from and against all liabilities, claims, fines, penalties, costs, damages or injuries to persons, damages to property, losses, liens, causes of action, suits, judgments and expenses (including court costs, attorneys' fees, expert witness fees and costs of investigation), of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or part) (1) Tenant's construction of, or use, occupancy or enjoyment of, the Premises, (2) any activity, work or other things done, permitted or suffered by Tenant and its agents and employees in or about the Premises, (3) any breach or default in the performance of any of Tenant's obligations under this Lease, (4) any act, omission, negligence or willful misconduct of Tenant or any of its agents, contractors, employees, business invitees or licensees, or (5) any damage to Tenant's property, or the property of Tenant's agents, employees, contractors, business invitees or licensees, located in or about the Premises. Landlord hereby agrees to indemnify and hold Tenant harmless against liability and claims arising directly from Landlord gross negligence and intentional misconduct. This Paragraph 8(b) shall survive the expiration or earlier termination of this Lease.

(c) Tenant shall promptly advise Landlord in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Tenant, at Tenant's expense, shall assume on behalf of each and every Landlord Indemnitee and conduct with due diligence and in good faith the defense thereof with counsel reasonably satisfactory to Landlord; provided, however, that any Landlord Indemnitee shall have the right, at its option, to be represented therein by advisory counsel of its own selection and at its own expense. In the event of failure by Tenant to fully perform in accordance with this Paragraph, Landlord, at its option, and without relieving Tenant of its obligations hereunder, may so perform, but all costs and expenses so incurred by Landlord in that event shall be reimbursed by Tenant to Landlord, together with interest on the same from the date any such expense was paid by Landlord until reimbursed by Tenant, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of this Lease is subject. The indemnification provided in Paragraph 8(b) shall not be limited to damages, compensation or benefits payable under insurance policies, workers' compensation acts, disability benefit acts or other employees' benefit acts.

(d) Insurance.

(i) Tenant at all times during the Lease Term shall, at its own expense, keep in full force and effect (A) commercial general liability insurance providing coverage against bodily injury and disease, including death resulting therefrom and property damage to a combined single limit of \$2,000,000 to one or more than one person as the result of any one accident or occurrence, which shall include provision for contractual liability coverage insuring

Tenant for the performance of its indemnity obligations set forth in this Paragraph 8 and in Paragraph 6(g)(ii) of this Lease, with an Excess Limits (Umbrella) Policy in the amount of \$5,000,000, (B) worker's compensation and occupational disease insurance for its employees to the statutory limit required under Florida law, if any, together with employer's liability insurance with a limit of \$300,000 bodily injury per accident and \$500,000 disease per each employee with a \$500,000 disease policy limit, (C) All Risk or Causes of Loss - Special Form property insurance, including fire and extended coverage, sprinkler leakage (including sprinkler leakage), vandalism, malicious mischief, wind and/or hurricane coverage, and flood coverage, covering full replacement value of all of Tenant's personal property, trade fixtures and improvements in the Premises, and (D) to the extent that Tenant offers any service requiring any of its employees, contractors or agents to operate a vehicle owned by a customer (i.e. valet parking), Garage Keepers Liability insurance in a form reasonably satisfactory to Landlord. The Garage Keepers Liability insurance may be provided as an add-on to Tenant's commercial general liability insurance or as a separate liability policy in the amount of \$1,000,000.00. If Tenant is maintaining the Garage Keepers Liability insurance, the amount of such insurance can be included in the required Six Million Dollars (\$6,000,000.00) of total coverage referenced in this Paragraph 8(d)(i). Landlord and its designated property management firm shall be named an additional insured on each of said policies (excluding the worker's compensation policy) and said policies shall be issued by an insurance company or companies authorized to do business in the State and which have policyholder ratings not lower than "A-" and financial ratings not lower than "VII" in Best's Insurance Guide (latest edition in effect as of the Effective Date and subsequently in effect as of the date of renewal of the required policies). EACH OF SAID POLICIES SHALL ALSO INCLUDE A WAIVER OF SUBROGATION PROVISION OR ENDORSEMENT IN FAVOR OF LANDLORD, AND AN ENDORSEMENT PROVIDING THAT LANDLORD SHALL RECEIVE THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF ANY CANCELLATION OF, NONRENEWAL OF, REDUCTION OF COVERAGE OR MATERIAL CHANGE IN COVERAGE ON SAID POLICIES. Tenant hereby waives its right of recovery against any Landlord Indemnitee of any amounts paid by Tenant or on Tenant's behalf to satisfy applicable worker's compensation laws. The policies or duly executed certificates showing the material terms for the same, together with satisfactory evidence of the payment of the premiums therefor, shall be deposited with Landlord on the date Tenant first occupies the Premises and upon renewals of such policies not less than fifteen (15) days prior to the expiration of the term of such coverage. If certificates are supplied rather than the policies themselves, Tenant shall allow Landlord, at all reasonable times, to inspect the policies of insurance required herein.

(ii) It is expressly understood and agreed that the coverages required represent Landlord's minimum requirements and such are not to be construed to void or limit Tenant's obligations contained in this Lease, including without limitation Tenant's indemnity obligations hereunder. Neither shall (A) the insolvency, bankruptcy or failure of any insurance company carrying Tenant, (B) the failure of any insurance company to pay claims occurring nor (C) any exclusion from or insufficiency of coverage be held to affect, negate or waive any of Tenant's indemnity obligations under this Paragraph 8 and Paragraph 6(g)(ii) or any other provision of this Lease. With respect to insurance coverages, except worker's compensation, maintained hereunder by Tenant and insurance coverages separately obtained by Landlord, all insurance coverages afforded by policies of insurance maintained by Tenant shall be primary insurance as

such coverages apply to Landlord, and such insurance coverages separately maintained by Landlord shall be excess, and Tenant shall have its insurance policies so endorsed. The amount of liability insurance under insurance policies maintained by Tenant shall not be reduced by the existence of insurance coverage under policies separately maintained by Landlord. Tenant shall be solely responsible for any premiums, assessments, penalties, deductible assumptions, retentions, audits, retrospective adjustments or any other kind of payment due under its policies.

(iii) Tenant's occupancy of the Premises without delivering the certificates of insurance shall not constitute a waiver of Tenant's obligations to provide the required coverages. If Tenant provides to Landlord a certificate that does not evidence the coverages required herein, or that is faulty in any respect, such shall not constitute a waiver of Tenant's obligations to provide the proper insurance

(iv) Throughout the Lease Term, Landlord agrees to maintain (i) fire and extended coverage insurance, and, at Landlord's option, terrorism coverage, wind and hurricane coverage, and such additional property insurance coverage as Landlord deems appropriate, on the insurable portions of Building and the remainder of the Project in an amount not less than the fair replacement value thereof, subject to reasonable deductibles (ii) boiler and machinery insurance amounts and with deductibles that would be considered standard for similar class office building in the metropolitan area in which the Premises is located, and (iii) commercial general liability insurance with a combined single limit coverage of at least \$1,000,000.00 per occurrence. All such insurance shall be obtained from insurers Landlord reasonably believes to be financially responsible in light of the risks being insured. The premiums for any such insurance shall be a part of Operating Expenses.

(e) Mutual Waivers of Recovery. Landlord, Tenant, and all parties claiming under them, each mutually release and discharge each other from responsibility for that portion of any loss or damage paid or reimbursed by an insurer of Landlord or Tenant under any fire, extended coverage or other property insurance policy maintained by Tenant with respect to its Premises or by Landlord with respect to the Building or the Project (or which would have been paid had the insurance required to be maintained hereunder been in full force and effect), no matter how caused, including negligence, and each waives any right of recovery from the other including, but not limited to, claims for contribution or indemnity, which might otherwise exist on account thereof. Any fire, extended coverage or property insurance policy maintained by Tenant with respect to the Premises, or Landlord with respect to the Building or the Project, shall contain, in the case of Tenant's policies, a waiver of subrogation provision or endorsement in favor of Landlord, and in the case of Landlord's policies, a waiver of subrogation provision or endorsement in favor of Tenant, or, in the event that such insurers cannot or shall not include or attach such waiver of subrogation provision or endorsement, Tenant and Landlord shall obtain the approval and consent of their respective insurers, in writing, to the terms of this Lease. Tenant agrees to indemnify, protect, defend and hold harmless each and all of the Landlord indemnitees from and against any claim, suit or cause of action asserted or brought by Tenant's insurers for, on behalf of, or in the name of Tenant, including, but not limited to, claims for contribution, indemnity or subrogation, brought in contravention of this paragraph. The mutual releases, discharges and waivers contained in this provision shall apply EVEN IF THE LOSS

OR DAMAGE TO WHICH THIS PROVISION APPLIES IS CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF LANDLORD OR TENANT.

(f) Business Interruption. Landlord shall not be responsible for, and Tenant releases and discharges Landlord and its Affiliates from, and Tenant further waives any right of recovery from Landlord and its Affiliates for, any loss for or from business interruption or loss of use of the Premises suffered by Tenant in connection with Tenant's use or occupancy of the Premises, EVEN IF THE LOSS OR DAMAGE TO WHICH THIS PROVISION APPLIES IS CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF LANDLORD OR ITS AFFILIATES.

(g) Adjustment of Claims. Tenant shall cooperate with Landlord and Landlord's insurers in the adjustment of any insurance claim pertaining to the Building or the Project or Landlord's use thereof.

(h) Increase in Landlord's Insurance Costs. Tenant agrees to pay to Landlord any increase in premiums for Landlord's insurance policies resulting from Tenant's use or occupancy of the Premises.

(i) Failure to Maintain Insurance. Any failure of Tenant to obtain and maintain the insurance policies and coverages required hereunder or failure by Tenant to meet any of the insurance requirements of this Lease shall constitute an event of default hereunder, and such failure shall entitle Landlord to pursue, exercise or obtain any of the remedies provided for in Paragraph 12(b), and Tenant shall be solely responsible for any loss suffered by Landlord as a result of such failure. In the event of failure by Tenant to maintain the insurance policies and coverages required by this Lease or to meet any of the insurance requirements of this Lease, Landlord, at its option, and without relieving Tenant of its obligations hereunder, may obtain said insurance policies and coverages or perform any other insurance obligation of Tenant, but all costs and expenses incurred by Landlord in obtaining such insurance or performing Tenant's insurance obligations shall be reimbursed by Tenant to Landlord, together with interest on same from the date any such cost or expense was paid by Landlord until reimbursed by Tenant, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of this Lease is subject.

#### 9. FIRE OR CASUALTY

(a) Subject to the provisions of this Paragraph 9, in the event the Premises, or access thereto, is wholly or partially destroyed by fire or other casualty, Landlord shall (to the extent permitted by Law and covenants, conditions and restrictions then applicable to the Project) rebuild, repair or restore the Premises and access thereto to substantially the same condition as existing immediately prior to such destruction (excluding Tenant's Alterations, trade fixtures, equipment and personal property, which Tenant shall be required to restore) and this Lease shall continue in full force and effect. Notwithstanding the foregoing, (i) Landlord's obligation to rebuild, repair or restore the Premises shall not apply to any personal property, above-standard tenant improvements or other items installed or contained in the Premises, and (ii) Landlord shall have no obligation whatsoever to rebuild, repair or restore the Premises with respect to any damage or destruction occurring during the last twelve (12) months of the term of this Lease or any extension of the term.

(b) Landlord may elect to terminate this Lease in any of the following cases of damage or destruction to the Premises, the Building or the Project: (i) where the cost of rebuilding, repairing and restoring (collectively, "Restoration") of the Building or the Project, would, regardless of the lack of damage to the Premises or access thereto, in the reasonable opinion of Landlord, exceed twenty percent (20%) of the then replacement cost of the Building; (ii) where, in the case of any damage or destruction to any portion of the Building or the Project by uninsured casualty, the cost of Restoration of the Building or the Project, in the reasonable opinion of Landlord, exceeds \$500,000; or (iii) where, in the case of any damage or destruction to the Premises or access thereto by uninsured casualty, the cost of Restoration of the Premises or access thereto, in the reasonable opinion of Landlord, exceeds twenty percent (20%) of the replacement cost of the Premises; or (iv) if Landlord has not obtained appropriate zoning approvals for reconstruction of the Project, Building or Premises. Any such termination shall be made by thirty (30) days' prior written notice to Tenant given within one hundred twenty (120) days of the date of such damage or destruction. If Landlord elects to restore the Premises, but fails to do so within the greater of (1) one hundred and fifty (150) days from the date of that Landlord receives insurance proceeds; or (2) two hundred and ten (210) days from the date of the casualty, then Tenant may elect to terminate this Lease by delivery of written notice to Landlord within 15 days following the expiration of the applicable period of the time. If this Lease is not terminated by either party and as the result of any damage or destruction, the Premises, or a portion thereof, are rendered untenable, the Base Rent shall reasonably abate during the period of Restoration (based upon the extent to which such damage and Restoration materially interfere with Tenant's business in the Premises). This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises, the Building or the Project. This Lease sets forth the terms and conditions upon which this Lease may terminate in the event of any damage or destruction.

#### 10. EMINENT DOMAIN

In the event the whole of the Premises, the Building or the Project shall be taken under the power of eminent domain, or sold to prevent the exercise thereof (collectively, a "Taking"), this Lease shall automatically terminate as of the date of such Taking. In the event a Taking of a portion of the Project, the Building or the Premises shall, in the reasonable opinion of Landlord, substantially interfere with Landlord's operation thereof, Landlord or Tenant may terminate this Lease upon thirty (30) days' written notice to the other party, as the case may be, given at any time within sixty (60) days following the date of such Taking. For purposes of this Lease, the date of Taking shall be the earlier of the date of transfer of title resulting from such Taking or the date of transfer of possession resulting from such Taking. In the event that a portion of the Premises is so taken and this Lease is not terminated, Landlord shall, to the extent of proceeds paid to Landlord as a result of the Taking, with reasonable diligence, use commercially reasonable efforts to proceed to restore (to the extent permitted by Law and covenants, conditions and restrictions then applicable to the Project) the Premises (other than Tenant's personal property and fixtures, and above-standard tenant improvements) to a complete, functioning unit. In such case, the Base Rent shall be reduced proportionately based on the portion of the Premises so taken. If all or any portion of the Premises is the subject of a temporary Taking for a period of less than thirty (30) days, this Lease shall remain in full force and effect and Tenant shall continue to perform each of its obligations under this Lease; in such

case, Tenant shall be entitled to receive the entire award allocable to the temporary Taking of the Premises. Except as provided herein, Tenant shall not assert any claim against Landlord or the condemning authority for, and hereby assigns to Landlord, any compensation in connection with any such Taking, and Landlord shall be entitled to receive the entire amount of any award therefor, without deduction for any estate or interest of Tenant. Nothing contained in this Paragraph 10 shall be deemed to give Landlord any interest in, or prevent Tenant from seeking any award against the condemning authority for the Taking of personal property, fixtures, above standard tenant improvements of Tenant or for relocation or moving expenses recoverable by Tenant from the condemning authority. This Paragraph 10 shall be Tenant's sole and exclusive remedy in the event of a Taking. This Lease sets forth the terms and conditions upon which this Lease may terminate in the event of a Taking.

#### 11. ASSIGNMENT AND SUBLETTING

(a) Tenant shall not directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, assign, sublet, mortgage or otherwise encumber all or any portion of its interest in this Lease or in the Premises or grant any license for any person other than Tenant or its employees to use or occupy the Premises or any part thereof without obtaining the prior written consent of Landlord, not to be unreasonably withheld in accordance with the terms and requirements hereof. Any such attempted assignment, subletting, license, mortgage, other encumbrance or other use or occupancy without the consent of Landlord shall, at Landlord's option, be null and void and of no effect. Any mortgage or encumbrance of all or any portion of Tenant's interest in this Lease or in the Premises and any grant of a license for any person other than Tenant or its employees to use or occupy the Premises or any part thereof shall be deemed to be an "assignment" of this Lease. In addition, as used in this Paragraph 11, the term "Tenant" shall also mean any entity that has guaranteed Tenant's obligations under this Lease, and the restrictions applicable to Tenant contained herein shall also be applicable to such guarantor.

(b) No assignment or subletting shall relieve Tenant of its obligation to pay the Rent and to perform all of the other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be consent to any subletting or assignment. Consent by Landlord to one subletting or assignment shall not be deemed to constitute consent to any other or subsequent attempted subletting or assignment. If Tenant desires at any time to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify Landlord of its desire to do so and shall submit in writing to Landlord all pertinent information relating to the proposed assignee or sublessee, all pertinent information relating to the proposed assignment or sublease, and all such financial information as Landlord may reasonably request concerning the Tenant and proposed assignee or subtenant. Any assignment or sublease shall be expressly subject to the terms and conditions of this Lease.

(c) Tenant acknowledges that it shall be reasonable for Landlord to withhold its consent to a proposed assignment or sublease in any of the following instances:

(i) The assignee or sublessee (or any affiliate of the assignee or sublessee) is not, in Landlord's reasonable opinion, sufficiently creditworthy to perform the obligations such assignee or sublessee will have under this Lease; provided, however, any assignee or sublessee

with credit equal or better than Tenant's creditworthiness at the time of execution of the Lease shall be deemed to have met this criteria;

(ii) The intended use of the Premises by the assignee or sublessee is not for general office use;

(iii) The intended use of the Premises by the assignee or sublessee would materially increase the pedestrian or vehicular traffic to the Premises or the Building;

(iv) Occupancy of the Premises by the assignee or sublessee would, in the good faith judgment of Landlord, violate any agreement binding upon Landlord, the Building or the Project with regard to the identity of tenants, usage in the Building, or similar matters;

(v) The assignee or sublessee (or any affiliate of the assignee or sublessee) is then negotiating with Landlord or has negotiated with Landlord within the previous six (6) months, or is a current tenant or subtenant within the Building or Project;

(vi) The identity or business reputation of the assignee or sublessee will, in the good faith judgment of Landlord, tend to damage the goodwill or reputation of the Building or Project;

(vii) the proposed sublease would result in more than two subleases of portions of the Premises being in effect at any one time during the Lease Term; or

(viii) In the case of a sublease, the subtenant has not acknowledged that the Lease controls over any inconsistent provision in the sublease.

(d) The foregoing criteria shall not exclude any other reasonable basis for Landlord to refuse its consent to such assignment or sublease.

(e) Subject to Paragraph 11(a), if any Tenant is a corporation, partnership or other entity that is not publicly traded on a recognized national stock exchange, any transaction or series of related or unrelated transactions (including, without limitation, any dissolution, merger, consolidation or other reorganization, any withdrawal or admission of a partner or change in a partner's interest, or any issuance, sale, gift, transfer or redemption of any capital stock or ownership interest in such entity, whether voluntary, involuntary or by operation of law, or any combination of any of the foregoing transactions) resulting in the transfer of control of such Tenant, shall be deemed to be an assignment of this Lease subject to the provisions of this Paragraph 11. The term "control" as used in this Paragraph 11(f) means the power to directly or indirectly direct or cause the direction of the management or policies of Tenant. Any transfer of control of a subtenant which is a corporation or other entity shall be deemed an assignment of any sublease. Notwithstanding anything to the contrary in this Paragraph 11(e), if the original Tenant under this Lease is a corporation, partnership or other entity, a change or series of changes in ownership of stock or other ownership interests which would result in direct or indirect change in ownership of less than ten percent (10%) of the outstanding stock of or other ownership interests in such Tenant as of the date of the execution and delivery of this Lease shall not be considered a change of control.

(f) Notwithstanding any assignment or subletting, Tenant and any guarantor or surety of Tenant's obligations under this Lease shall at all times during the Initial Term and any subsequent renewals or extensions remain fully responsible and liable for the payment of the rent and for compliance with all of Tenant's other obligations under this Lease. In the event that the Rent due and payable by a sublessee or assignee (or a combination of the rental payable under such sublease or assignment, plus any bonus or other consideration therefor or incident thereto) exceeds the Rent payable under this Lease, then Tenant shall be bound and obligated to pay Landlord, as additional rent hereunder, one-half of all such excess Rent and other excess consideration within thirty (30) days following receipt thereof by Tenant.

(g) If this Lease is assigned or if the Premises is subleased (whether in whole or in part), or in the event of the mortgage or pledge of Tenant's leasehold interest, or grant of any concession or license within the Premises, or if the Premises are occupied in whole or in part by anyone other than Tenant, then upon a default by Tenant hereunder Landlord may collect Rent from the assignee, sublessee, mortgagee, pledgee, concessionee or licensee or other occupant and, except to the extent set forth in the preceding paragraph, apply the amount collected to the next Rent payable hereunder; and all such Rent collected by Tenant shall be held in deposit for Landlord and immediately forwarded to Landlord. No such transaction or collection of Rent or application thereof by Landlord, however, shall be deemed a waiver of these provisions or a release of Tenant from the further performance by Tenant of its covenants, duties, or obligations hereunder.

(h) If Tenant effects an assignment or sublease or requests the consent of Landlord to any proposed assignment or sublease, then Tenant shall, upon demand, pay Landlord a non-refundable administrative fee of One Thousand Dollars (\$1,000.00), plus any reasonable attorneys' and paralegal fees and costs incurred by Landlord in connection with such assignment or sublease or request for consent. Acceptance of the One Thousand Dollar (\$1,000.00) administrative fee and/or reimbursement of Landlord's attorneys' and paralegal fees shall in no event obligate Landlord to consent to any proposed assignment or sublease.

(i) Notwithstanding any provision of this Lease to the contrary, in the event this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute the property of Tenant or Tenant's estate within the meaning of the Bankruptcy Code. All such money and other consideration not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and shall be promptly paid or delivered to Landlord.

(j) The joint and several liability of the Tenant named herein and any immediate and remote successor-in-interest of Tenant (by assignment or otherwise), and the due performance of the obligations of this Lease on Tenant's part to be performed or observed, shall not in any way be discharged, released or impaired by any (a) agreement that modifies any of the rights or obligations of the parties under this Lease, (b) stipulation that extends the time within which an obligation under this Lease is to be performed, (c) waiver of the performance of an obligation required under this Lease, or (d) failure to enforce any of the obligations set forth in this Lease.

(k) If Tenant is any form of partnership, a withdrawal or change, voluntary, involuntary or by operation of law of any partner, or the dissolution of the partnership, shall be deemed a voluntary assignment. If Tenant consists of more than one (1) person, a purported assignment, voluntary or involuntary or by operation of law from one (1) person to the other shall be deemed a voluntary assignment. Subject to Paragraph 11(a), if Tenant is a corporation or limited liability entity, any dissolution, merger, consolidation or other reorganization of Tenant, or sale or other transfer of a controlling percentage of the ownership interest of Tenant, or the sale of at least ten percent (10%) of the value of the assets of Tenant shall be deemed a voluntary assignment.

(l) Use of the Premises by affiliates and subsidiaries of Tenant shall not be deemed to violate the terms of this Lease or be deemed a sublease or assignment.

## 12. DEFAULT

(a) Events of Default. The occurrence of any one or more of the following events shall constitute an "event of default" or "default" (herein so called) under this Lease by Tenant: (i) Tenant shall fail to pay Rent or any other rental or sums payable by Tenant hereunder within five (5) days after Landlord notifies Tenant of such nonpayment; provided, however, Landlord shall only be obligated to provide such written notice to Tenant two (2) times within any calendar year and in the event Tenant fails to timely pay Rent or any other sums for a second time during any calendar year, then Tenant shall be in default for such late payment and Landlord shall have no obligation or duty to provide notice of such non-payment to Tenant prior to declaring an event of default under this Lease; (ii) the failure by Tenant to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Tenant, other than monetary failures as specified in Paragraph 12(a)(i) above, where such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than ten (10) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within said ten (10) day period and thereafter diligently prosecute such cure to completion, which completion shall occur not later than thirty (30) days from the date of such notice from Landlord; (iii) the making by Tenant or any guarantor hereof of any general assignment for the benefit of creditors, (iv) the filing by or against Tenant or any guarantor hereof of a petition to have Tenant or any guarantor hereof adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant or any guarantor hereof, the same is dismissed within sixty (60) days), (v) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease or of substantially all of guarantor's assets, where possession is not restored to Tenant or guarantor within sixty (60) days, (vi) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of substantially all of guarantor's assets or of Tenant's interest in this Lease where such seizure is not discharged within sixty (60) days; (vii) any material representation or warranty made by Tenant or guarantor in this Lease or any other document delivered in connection with the execution and delivery of this Lease or pursuant to this Lease proves to be incorrect in any material respect; (viii) Tenant or guarantor shall be liquidated or

dissolved or shall begin proceedings towards its liquidation or dissolution; or (ix) the vacation or abandonment of the Premises by Tenant in excess of ten (10) business days.

(b) Landlord's Remedies: Termination. In the event of any event of default by Tenant, in addition to any other remedies available to Landlord under this Lease, at law or in equity, Landlord may at its option pursue any one or more of the following remedies, without any notice or demand to the extent permitted by Law:

(i) commence dispossessory proceedings with or without the termination of this Lease. Tenant shall remain liable for the payment of all Rent accruing after any writ of possession as to the Premises is issued to Landlord;

(ii) terminate Tenant's right to possession without terminating this Lease. Upon any such termination of Tenant's right to possession only without termination of the Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as provided below, without such entry and possession terminating the Lease or releasing Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay Rent including any amounts treated as Additional Rent, hereunder for the full Lease Term. In any such case, Tenant shall pay forthwith to Landlord, if and when Landlord so elects, a sum equal to the discounted then present value of the Rent (using a discount rate equal to the discount rate of the Federal Reserve Bank of Atlanta at the time of the calculation plus one percent (1%) (the "Discount Rate")), including any amounts treated as Additional Rent hereunder (calculated for this purpose only in an amount equal to the Additional Rent payable during the calendar year most recently ended prior to the occurrence of such event of default), and other sums provided herein to be paid by Tenant for the remainder of the stated Lease Term hereof, discounted to present value using the Discount Rate. The payment of the foregoing amounts shall not constitute payment of Rent in advance for the remainder of the Lease Term. Instead, such sum shall be paid as agreed liquidated damages and not as a penalty; the parties agree that it is difficult or impossible to calculate the damages which Landlord will suffer as a result of Tenant's default, and this provision is intended to provide a reasonable estimate of such damages. If Landlord pursues the remedy described in this subparagraph (ii), Tenant waives any right to assert that Landlord's actual damages are less than the amount calculated under this subparagraph (ii), and Landlord waives any right to assert that its damages are greater than the amount calculated under this subparagraph (ii). Upon the receipt from Tenant of the sum required to be paid pursuant to this subparagraph, Landlord shall use reasonable efforts to relet the Premises. Upon making such payment and after Landlord has received in full the balance of the Rent and other sums it would have received over the remainder of the Lease Term (i.e., the difference between face amount of Rent and Additional Rent due hereunder for the entire Lease Term and the discounted amount paid to Landlord by Tenant), together with the reimbursement or payment of any reasonable sums expended by Landlord on account of the cost of repairs, alterations, additions, redecorating, and Landlord's expenses of reletting and collection of the rental accruing therefrom (including attorney's fees and broker's commissions), Tenant shall receive from Landlord all Base Rent received by Landlord from other tenants on account of the Premises during the Lease Term hereof, provided that the amounts to which Tenant shall become so entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to this subparagraph (b)(ii). In no event shall

Tenant be entitled to any rental received by Landlord in excess of the amounts due by Tenant hereunder;

(iii) commence proceedings against Tenant for all amounts owed by Tenant to Landlord, whether as Base Rent, Additional Rent, damages or otherwise;

(iv) terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to pay on demand the accelerated amount of all loss and damage (subject to Landlord's good faith attempts to mitigate the loss and damage) which Landlord may suffer by reason of the termination of the Lease Term under this Paragraph or otherwise, including, without limitation, an amount which, at the date of such termination, is calculated as follows: (aa) the value of the excess, if any, of (1) a sum equal to the discounted then present value of the Base Rent and any amounts treated as Additional Rent hereunder (calculated for this purpose only in an amount equal to the Additional Rent payable during the calendar year most recently ended prior to the occurrence of such Event of Default), and other sums provided herein to be paid by Tenant for the remainder of the stated Lease Term hereof, over (2) the aggregate reasonable rental value of the Premises for the remainder of the stated Lease Term hereof, which excess, if any, shall be discounted to present value using the Discount Rate; plus (bb) the costs of recovering possession of the Premises and all other expenses incurred by Landlord due to Tenant's default, including, without limitation, reasonable attorney's fees; plus (cc) the unpaid Base Rent and Additional Rent earned as of the date of termination plus any interest and late fees due hereunder, plus amounts expressly owing on the date of termination by Tenant to Landlord under this Lease or in connection with the Premises. The amount as calculated above shall be deemed immediately due and payable. The payment of the amount calculated in subparagraph (iv)(aa) above shall not constitute payment of Rent in advance for the remainder of the Lease Term. Instead, such sum shall be paid as agreed liquidated damages and not as a penalty; the parties agree that it is difficult or impossible to calculate the damages which Landlord will suffer as a result of Tenant's default, and this provision is intended to provide a reasonable estimate of such damages. If Landlord pursues the remedy described in this subparagraph (iv), Tenant waives any right to assert that Landlord's actual damages are less than the amount calculated under this subparagraph (iv), and Landlord waives any right to assert that its damages are greater than the amount calculated under this subparagraph (iv). In determining the aggregate reasonable rental value pursuant to subparagraph (iv)(aa)(2) above, the parties hereby agree that, at the time Landlord seeks to enforce this remedy, all relevant factors should be considered, including, but not limited to, (1) the length of time remaining in the Lease Term, (2) the then current market conditions in the general area in which the Building is located, (3) the likelihood of reletting the Premises for a period of time equal to the remainder of the Lease Term, (4) the net effective rental rates then being obtained by landlords for similar type space of similar size in similar type buildings in the general area in which the Building is located, (5) the vacancy levels in the general area in which the Building is located, (6) current levels of new construction that will be completed during the remainder of the Lease Term and how this construction will likely affect vacancy rates and rental rates, and (7) inflation. Tenant shall reimburse Landlord for all reasonable attorney's fees incurred by Landlord in connection with enforcing this Lease;

(v) terminate Tenant's right to possession without terminating this Lease. Upon any termination of Tenant's right to possession only, without termination of the Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as provided below, without such entry and possession terminating this Lease or releasing Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay Rent, including any amounts treated as Additional Rent, hereunder for the full Lease Term. In any such case, Landlord may relet the Premises on behalf of Tenant for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Lease Term) and on such terms and conditions (which may include concessions of free rent and alteration, repair and improvement of the Premises) as Landlord, in its sole discretion, may determine and receive directly the Rent by reason of the reletting. Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of any reletting of the Premises. Tenant further agrees to reimburse Landlord upon demand for any expenditure made by it for remodeling or repairing in order to relet the Premises and for all other expenses incurred in connection with such reletting (including without limitation attorney's fees, brokerage commissions, concessions of free rent and alteration, repair and improvement of the Premises). Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon such reletting. No such refusal or failure shall operate to relieve Tenant of any liability under this Lease. Tenant shall instead remain liable for all Rent and for all such expenses;

(vi) enter upon and take possession of the Premises, without being liable for prosecution of any claim for damages or for trespass or other tort. Landlord may remove all persons and property from the Premises; such property may be removed, stored and/or disposed of pursuant to Paragraph 5(c) of this Lease or any other procedures permitted by Law;

(vii) do or cause to be done whatever Tenant is obligated to do under the terms of this Lease, in which case Tenant agrees to reimburse Landlord on demand for any and all costs or expenses which Landlord may thereby incur. Tenant agrees that Landlord shall not be liable for any damages resulting to Tenant from effecting compliance with Tenant's obligations under this Paragraph, whether caused by the negligence of Landlord or otherwise; and

(viii) enforce the performance of Tenant's obligations hereunder by injunction or other equitable relief (which remedy may be exercised upon any breach or default or any threatened breach or default of Tenant's obligations hereunder).

(c) Landlord's Remedies; Re-Entry Rights. No re-entry or taking possession of the Premises by Landlord pursuant to this Paragraph 12(c), and no acceptance of surrender of the Premises or other action on Landlord's part, shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

(d) Landlord's Right to Perform. Except as specifically provided otherwise in this Lease, all covenants and agreements by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement or offset of Rent. If Tenant shall fail

to pay any sum of money (other than Base Rent) or perform any other act on its part to be paid or performed hereunder and such failure shall continue for three (3) days with respect to monetary obligations (or ten (10) days with respect to non-monetary obligations, except in case of emergencies, in which such case, such shorter period of time as is reasonable under the circumstances) after Tenant's receipt of written notice thereof from Landlord, Landlord may, without waiving or releasing Tenant from any of Tenant's obligations, make such payment or perform such other act on behalf of Tenant. All sums so paid by Landlord and all necessary incidental costs incurred by Landlord in performing such other acts shall be payable by Tenant to Landlord within five (5) days after demand therefor as Additional Rent.

(c) Interest. If any monthly installment of Rent or Operating Expenses, or any other amount payable by Tenant hereunder is not received by Landlord by the date when due, it shall bear interest at the Default Rate from the date due until paid. All interest, and any late charges imposed pursuant to Paragraph 12(f) below, shall be considered Additional Rent due from Tenant to Landlord under the terms of this Lease. The term "Default Rate" as used in this Lease shall mean the lesser of (A) ten percent (10%), or (B) the maximum rate of interest permitted by Law.

(f) Late Charges. Tenant acknowledges that, in addition to interest costs, the late payments by Tenant to Landlord of any monthly installment of Base Rent, Additional Rent or other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impractical to fix. Such other costs include, without limitation, processing, administrative and accounting charges and late charges that may be imposed on Landlord by the terms of any mortgage, deed to secure debt, deed of trust or related loan documents encumbering the Premises, the Building or the Project. Accordingly, if any monthly installment of Base Rent, Additional Rent or any other amount payable by Tenant hereunder is not received by Landlord by the due date thereof, Tenant shall pay to Landlord an additional sum of five percent (5%) of the overdue amount as a late charge, but in no event more than the maximum late charge allowed by law. The parties agree that such late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any late payment as hereinabove referred to by Tenant, and the payment of late charges and interest are distinct and separate in that the payment of interest is to compensate Landlord for the use of Landlord's money by Tenant, while the payment of late charges is to compensate Landlord for Landlord's processing, administrative and other costs incurred by Landlord as a result of Tenant's delinquent payments. Acceptance of a late charge or interest shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies available to Landlord under this Lease or at law or in equity now or hereafter in effect.

(g) Rights and Remedies Cumulative. All rights, options and remedies of Landlord contained in this Paragraph 12 and elsewhere in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Lease. Nothing in this Paragraph 12 shall be deemed to limit or otherwise affect Tenant's indemnification of Landlord pursuant to any provision of this Lease.

(h) Tenant's Waiver of Redemption. Tenant hereby waives and surrenders for itself and all those claiming under it, including creditors of all kinds, (i) any right and privilege which it or any of them may have under any present or future law to redeem any of the Premises or to have a continuance of this Lease after termination of this Lease or of Tenant's right of occupancy or possession pursuant to any court order or any provision hereof, and (ii) the benefits of any present or future law which exempts property from liability for debt or for distress for Rent.

(i) Costs upon Default and Litigation. Tenant shall pay to Landlord and its mortgagees as Additional Rent all the expenses incurred by Landlord or its mortgagees in connection with any default by Tenant hereunder or the exercise of any remedy by reason of any default by Tenant hereunder, including reasonable attorneys' fees and expenses. If Landlord or its mortgagees shall be made a party to any litigation commenced against Tenant or any litigation pertaining to this Lease or the Premises, at the option of Landlord and/or its mortgagees, Tenant, at its expense, shall provide Landlord and/or its mortgagees with counsel approved by Landlord and/or its mortgagees and shall pay all costs incurred or paid by Landlord and/or its mortgagees in connection with such litigation.

### 13. ACCESS; CONSTRUCTION

Landlord reserves from the leasehold estate hereunder, in addition to all other rights reserved by Landlord under this Lease, the right to use the roof and exterior walls of the Premises and the area beneath, adjacent to and above the Premises. Landlord also reserves the right to install, use, maintain, repair, replace and relocate equipment, machinery, meters, pipes, ducts, plumbing, conduits and wiring through the Premises, which serve other portions of the Building or the Project in a manner and in locations which do not unreasonably interfere with Tenant's use of the Premises. In addition, Landlord shall have free access to any and all mechanical installations of Landlord or Tenant, including, without limitation, machine rooms, telephone rooms and electrical closets. Tenant agrees that there shall be no construction of partitions or other obstructions which materially interfere with or which threaten to materially interfere with Landlord's free access thereto, or materially interfere with the moving of Landlord's equipment to or from the enclosures containing said installations. Landlord shall at all reasonable times, during normal business hours and after reasonable written or oral notice, have the right to enter the Premises to inspect the same, to supply janitorial service and any other service to be provided by Landlord to Tenant hereunder, to exhibit the Premises to prospective purchasers, lenders or tenants, to post notices of non-responsibility, to alter, improve, restore, rebuild or repair the Premises or any other portion of the Building, or to do any other act permitted or contemplated to be done by Landlord hereunder, all without being deemed guilty of an eviction of Tenant and without liability for abatement of Rent or otherwise. For such purposes, Landlord may also erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed. Landlord shall conduct all such inspections and/or improvements, alterations and repairs so as to minimize, to the extent reasonably practical and without material additional expense to Landlord, any interruption of or interference with the business of Tenant. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of such purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon

and about the Premises (excluding Tenant's vaults and safes, access to which shall be provided by Tenant upon Landlord's reasonable request). Landlord shall have the right to use any and all means which Landlord may deem proper in an emergency in order to obtain entry to the Premises or any portion thereof, and Landlord shall have the right, at any time during the Lease Term, to provide whatever access control measures it deems reasonably necessary to the Project and/or Building, without any interruption or abatement in the payment of Rent by Tenant. Any entry into the Premises obtained by Landlord by any of such means shall not under any circumstances be construed to be a forcible or unlawful entry into, or a detainer of, the Premises, or any eviction of Tenant from the Premises or any portion thereof. No provision of this Lease shall be construed as obligating Landlord to perform any repairs, Alterations or decorations to the Premises or the Project except as otherwise expressly agreed to be performed by Landlord pursuant to the provisions of this Lease.

#### 14. BANKRUPTCY

(a) If at any time on or before the Commencement Date there shall be filed by or against Tenant in any court, tribunal, administrative agency or any other forum having jurisdiction, pursuant to any applicable law, either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, trustee or conservator of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, this Lease shall ipso facto be canceled and terminated and in such event neither Tenant nor any person claiming through or under Tenant or by virtue of any applicable law or by an order of any court, tribunal, administrative agency or any other forum having jurisdiction, shall be entitled to possession of the Premises and Landlord, in addition to the other rights and remedies given by Paragraph 12 hereof or by virtue of any other provision contained in this Lease or by virtue of any applicable law, may retain as damages any Rent, Security Deposit or moneys received by it from Tenant or others on behalf of Tenant.

(b) If, after the Commencement Date, or if at any time during the term of this Lease, there shall be filed against Tenant in any court, tribunal, administrative agency or any other forum having jurisdiction, pursuant to any applicable law, either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, trustee or conservator of all or a portion of Tenant's property, and the same is not dismissed after sixty (60) calendar days, or if Tenant makes an assignment for the benefit of creditors, this Lease, at the option of Landlord exercised within a reasonable time after notice of the happening of any one or more of such events, may be canceled and terminated and in such event neither Tenant nor any person claiming through or under Tenant or by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the Premises, but shall forthwith quit and surrender the Premises, and Landlord, in addition to the other rights and remedies granted by Paragraph 12 hereof or by virtue of any other provision contained in this Lease or by virtue of any applicable law, may retain as damages any Rent, Security Deposit or moneys received by it from Tenant or others on behalf of Tenant.

**15. SUBSTITUTION OF PREMISES**

[Intentionally deleted]

**16. SUBORDINATION; ATTORNMEN; ESTOPPEL CERTIFICATES**

(a) Tenant agrees that this Lease and the rights of Tenant hereunder shall be subject and subordinate to any and all deeds to secure debt, deeds of trust, security interests, mortgages, master leases, ground leases or other security documents and any and all modifications, renewals, extensions, consolidations and replacements thereof (collectively, "Security Documents") which hereafter constitute a lien upon or affect the Project, the Building or the Premises. Such subordination shall be effective without the necessity of the execution by Tenant of any additional document for the purpose of evidencing or effecting such subordination. In addition, Landlord shall have the right to subordinate or cause to be subordinated any such Security Documents to this Lease and in such case, in the event of the termination or transfer of Landlord's estate or interest in the Project by reason of any termination or foreclosure of any such Security Documents, Tenant shall, notwithstanding such subordination, attorn to and become the Tenant of the successor-in-interest to Landlord at the option of such successor-in-interest. Furthermore, Tenant shall within ten (10) days of demand therefor execute any instruments or other documents which may be required by Landlord or the holder of any Security Document and specifically shall execute, acknowledge and deliver within ten (10) days of demand therefor a subordination of lease or subordination of deed of trust or mortgage, in the form required by the holder of the Security Document requesting the document; the failure to do so by Tenant within such time period shall be a material default hereunder; provided, however, the new landlord or the holder of any Security Document shall agree that Tenant's quiet enjoyment of the Premises shall not be disturbed as long as Tenant is not in default under this Lease. Landlord shall use commercially reasonable efforts to obtain a subordination, non-disturbance and attornment agreement (the "SNDA") from Landlord's mortgagee in connection with the Security Documents. Notwithstanding the foregoing, the effectiveness of this Lease shall in no way be conditioned on obtaining the SNDA. Tenant shall reimburse Landlord for any third party costs or expenses incurred by Landlord in connection with the SNDA.

(b) If any proceeding is brought for default under any ground or master lease to which this Lease is subject or in the event of foreclosure or the exercise of the power of sale under any mortgage, deed of trust or other Security Document made by Landlord covering the Premises, at the election of such ground lessor, master lessor or purchaser at foreclosure, Tenant shall attorn to and recognize the same as Landlord under this Lease, provided such successor expressly agrees in writing to be bound to all future obligations by the terms of this Lease, and if so requested, Tenant shall enter into a new lease with that successor on the same terms and conditions as are contained in this Lease (for the unexpired term of this Lease then remaining). Tenant hereby waives its rights under any current or future law which gives or purports to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event of any such foreclosure proceeding or sale.

(c) Tenant shall, upon not less than ten (10) days' prior notice by Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying to those facts for which certification has been requested by Landlord or any current or prospective purchaser, holder of

any Security Document, ground lessor or master lessor, including, but without limitation, that (i) this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which the Base Rent, Additional Rent and other charges hereunder have been paid, if any, and (iii) whether or not to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which Tenant may have knowledge. The form of the statement attached hereto as Exhibit C is hereby approved by Tenant for use pursuant to this subparagraph (d); however, at Landlord's option, Landlord shall have the right to use other forms for such purpose. Tenant's failure to execute and deliver such statement within such time shall, at the option of Landlord, constitute a material default under this Lease and, in any event, shall be conclusive upon Tenant that this Lease is in full force and effect without modification except as may be represented by Landlord in any such certificate prepared by Landlord and delivered to Tenant for execution. Any statement delivered pursuant to this Paragraph 16 may be relied upon by any prospective purchaser of the fee of the Building or the Project or any mortgagee, ground lessor or other like encumbrances thereof or any assignee of any such encumbrance upon the Building or the Project.

**17. SALE BY LANDLORD; TENANT'S REMEDIES; NONRECOURSE LIABILITY**

(a) In the event of a sale or conveyance by Landlord of the Building or the Project, Landlord shall be released from any and all liability under this Lease, upon an assignment by Landlord of this Lease and all other leases then affecting the Building, and the assumption by a subsequent owner. If the Security Deposit has been deposited by Tenant to Landlord prior to such sale or conveyance, Landlord shall transfer the Security Deposit to the purchaser, and upon delivery to Tenant of notice thereof, Landlord shall be discharged from any further liability in reference thereto.

(b) Landlord shall not be in default of any obligation of Landlord hereunder unless Landlord fails to perform any of its obligations under this Lease within sixty (60) days after receipt of written notice of such failure from Tenant; provided, however, that if the nature of Landlord's obligation is such that more than sixty (60) days are required for its performance, Landlord shall not be in default if Landlord commences to cure such default within such sixty (60) day period and thereafter diligently prosecutes the same to completion, provided however, that such default is cured within sixty (60) days thereafter. All obligations of Landlord under this Lease will be binding upon Landlord only during the period of its ownership of the Project and not thereafter. All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder.

(c) [Intentionally Deleted]

(d) As a condition to the effectiveness of any notice of default given by Tenant to Landlord, Tenant shall also concurrently give such notice under the provisions of Paragraph 17(b) to each beneficiary under a Security Document encumbering the Project of whom Tenant has received written notice (such notice to specify the address of the beneficiary). In the event Landlord shall fail to cure any breach or default within the time period specified in subparagraph

(b), then prior to the pursuit of any remedy therefor by Tenant, each such beneficiary shall have an additional ten (10) days within which to cure such default, or if such default cannot reasonably be cured within such period, then each such beneficiary shall have such additional time as shall be necessary to cure such default, provided that within such ten (10) day period, such beneficiary has commenced and is diligently pursuing the remedies available to it which are necessary to cure such default (including, without limitation, as appropriate, commencement of foreclosure proceedings)

#### **18. PARKING; COMMON AREAS**

(a) Tenant shall have the right to the nonexclusive use of the number parking spaces located in the surface parking area adjacent to the Building as specified in Item 12 of the Basic Lease Provisions for the parking of operational motor vehicles used by Tenant, its officers and employees only, subject to availability as concerns non-reserved parking. Landlord reserves the right, at any time upon written notice to Tenant, to designate the location of Tenant's non-reserved parking spaces as determined by Landlord in its reasonable discretion. The use of such spaces shall be subject to the reasonable rules and regulations adopted by Landlord from time to time for the use of the parking areas. Landlord further reserves the right to make such changes to the parking system as Landlord may deem necessary or reasonable from time to time; i.e., Landlord may provide for one or a combination of parking systems. Except as is specified in Item 12 of the Basic Lease provisions, Tenant agrees that Tenant, its officers and employees shall not be entitled to park in any reserved or specially assigned areas designated by Landlord from time to time in the Building's parking or other parking areas in the Project. Landlord may require execution of reasonable agreement with respect to the use of such parking areas by Tenant and/or its officers and employees in form reasonably satisfactory to Landlord as a condition of any such use by Tenant, its officers and employees. A default by Tenant, its officers or employees in the payment of any parking charges, the compliance with such rules and regulations, or the performance of such agreement(s) shall constitute a material default by Tenant hereunder. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's officers, employees, suppliers, shippers, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. If Tenant permits or allows any of the prohibited activities described in this Paragraph, then Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord.

(b) Subject to subparagraph (c) below and the remaining provisions of this Lease, Tenant shall have the nonexclusive right, in common with others, to the use of such entrances, lobbies, fire vestibules, common restrooms (excluding restrooms on any full floors leased by a tenant), mechanical areas, ground floor corridors, elevators and elevator foyers, electrical and janitorial closets, telephone and equipment rooms, loading and unloading areas, the Project's plaza areas, if any, ramps, drives, stairs, and similar access ways and service ways and other common areas and facilities in and adjacent to the Building and the Project as are designated from time to time by Landlord for the general nonexclusive use of Landlord, Tenant and the other tenants of the Project and their respective employees, agents, representatives, licensees and invitees ("Common Areas"). The use of such Common Areas shall be subject to the rules and

regulations contained herein and the provisions of any covenants, conditions and restrictions affecting the Building or the Project. Tenant shall keep all of the Common Areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operations, and shall use the Common Areas only for normal activities, parking and ingress and egress by Tenant and its employees, agents, representatives, licensees and invitees to and from the Premises, the Building or the Project. If, in the reasonable opinion of Landlord, unauthorized persons are using the Common Areas by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action or proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of any of said areas by unauthorized persons. Landlord reserves the right to make such changes, alterations, additions, deletions, improvements, repairs or replacements in or to the Building, the Project (including the Premises) and the Common Areas as Landlord may reasonably deem necessary or desirable, including, without limitation, constructing new buildings and making changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading areas, landscaped areas and walkways; provided, however, that (i) there shall be no unreasonable permanent obstruction of access to or use of the Premises resulting therefrom, and (ii) Landlord shall use commercially reasonable efforts to minimize any interruption with Tenant's use of the Premises. Notwithstanding any provision of this Lease to the contrary, the Common Areas shall not in any event be deemed to be a portion of or included within the Premises leased to Tenant and the Premises shall not be deemed to be a portion of the Common Areas. This Lease is granted subject to the terms hereof, the rights and interests of third parties under existing liens, ground leases, recorded easements and encumbrances affecting such property, all zoning regulations, rules, ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction over the Project or any part thereof.

(c) Notwithstanding any provision of this Lease to the contrary, Landlord specifically reserves the right to redefine the term "Project" for purposes of allocating and calculating Operating Expenses so as to include or exclude areas as Landlord shall from time to time determine or specify (and any such determination or specification shall be without prejudice to Landlord's right to revise thereafter such determination or specification). In addition, Landlord shall have the right to contract or otherwise arrange for amenities, services or utilities (the cost of which is included within Operating Expenses) to be on a common or shared basis to both the Project (i.e., the area with respect to which Operating Expenses are determined) and adjacent areas not included within the Project, so long as the basis on which the cost of such amenities, services or utilities is allocated to the Project is determined on an arms-length basis or some other basis reasonably determined by Landlord. In the case where the definition of the Project is revised for purposes of the allocation or determination of Operating Expenses, Tenant's Proportionate Share may be appropriately revised to equal the percentage share of all Rentable Area contained within the Project (as then defined) represented by the Premises. The Rentable Area of the Project and/or Building is subject to adjustment by Landlord from time to time to reflect any re-measurement thereof in accordance with BOMA by Landlord's architect, at Landlord's request, and/or as a result of any additions or deletions to any of the buildings in the Project as designated by Landlord. Landlord shall have the sole right to determine which portions of the Project and other areas, if any, shall be served by common management,

operation, maintenance and repair. Landlord shall also have the right, in its sole discretion, to allocate and prorate any portion or portions of the Operating Expenses on a building-by-building basis, on an aggregate basis of all buildings in the Project, or any other reasonable manner including, without limitation, the allocation of certain Project Operating Expenses to the various buildings in the Project, and if allocated on a building-by-building basis, then Tenant's Proportionate Share shall, as to the portion of the Operating Expenses so allocated, be based on the ratio of the Rentable Area of the Premises to the Rentable Area of the Building; provided however, in no event shall the Rentable Area of the Premises increase by more than 20% as a result of re-measurement. Landlord shall have the exclusive rights to the airspace above and around, and the subsurface below, the Premises and other portions of the Building and Project.

**19. MISCELLANEOUS**

(a) Attorneys' Fees. In the event of any legal action or proceeding brought by either party against the other arising out of this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs (including, without limitation, court costs and expert witness fees) incurred in such action. Such amounts shall be included in any judgment rendered in any such action or proceeding.

(b) Waiver. No waiver by Landlord of any provision of this Lease or of any breach by Tenant hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by Tenant. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval under this Lease shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant. No act or thing done by Landlord or Landlord's agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, unless in writing signed by Landlord. The delivery of the keys to any employee or agent of Landlord shall not operate as a termination of the Lease or a surrender of the Premises. The acceptance of any Rent by Landlord following a breach of this Lease by Tenant shall not constitute a waiver by Landlord of such breach or any other breach unless such waiver is expressly stated in a writing signed by Landlord.

(c) Notices. Any notice, demand, request, consent, approval, disapproval or certificate ("Notice") required or desired to be given under this Lease shall be in writing and given by certified mail, return receipt requested, by personal delivery or by a nationally recognized overnight delivery service (such as Federal Express or UPS) providing a receipt for delivery. Notices may not be given by facsimile. The date of giving any Notice shall be deemed to be the date upon which delivery is actually made by one of the methods described in this Paragraph 19(c) (or attempted if said delivery is refused or rejected). If a Notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day. All notices, demands, requests, consents, approvals, disapprovals, or certificates shall be addressed at the address specified in Item 13 of the Basic Lease Provisions or to such other addresses as may be specified by written notice from Landlord to Tenant and if to Tenant, at the Premises. Either party may change its address by giving reasonable advance written Notice of its new address in accordance with the methods described in this Paragraph; provided, however, no notice of either party's change of address shall be effective until fifteen (15) days after the addressee's actual receipt thereof. For the purpose of this Lease, Landlord's counsel may

provide Notices to Tenant on behalf of Landlord and such notices shall be binding on Tenant as if such notices have been provided directly by Landlord.

(d) Access Control. Landlord shall be the sole determinant of the type and amount of any access control or courtesy guard services to be provided to the Project, if any. IN ALL EVENTS, LANDLORD SHALL NOT BE LIABLE TO TENANT, AND TENANT HEREBY WAIVES ANY CLAIM AGAINST LANDLORD, FOR (I) ANY UNAUTHORIZED OR CRIMINAL ENTRY OF THIRD PARTIES INTO THE PREMISES, THE BUILDING OR THE PROJECT, (II) ANY DAMAGE TO PERSONS, OR (III) ANY LOSS OF PROPERTY IN AND ABOUT THE PREMISES, THE BUILDING OR THE PROJECT, BY OR FROM ANY UNAUTHORIZED OR CRIMINAL ACTS OF THIRD PARTIES, REGARDLESS OF ANY ACTION, INACTION, FAILURE, BREAKDOWN, MALFUNCTION AND/OR INSUFFICIENCY OF THE ACCESS CONTROL OR COURTESY GUARD SERVICES PROVIDED BY LANDLORD, IF ANY. Subject to Landlord's approval, Tenant may provide such supplemental security services and may install within the Premises such supplemental security equipment, systems and procedures as may reasonably be required for the protection of its employees and invitees, provided that Tenant shall coordinate such services and equipment with any security provided by Landlord. The determination of the extent to which such supplemental security equipment, systems and procedures are reasonably required shall be made in the sole judgment, and shall be the sole responsibility, of Tenant. Tenant acknowledges that it has neither received nor relied upon any representation or warranty made by or on behalf of Landlord with respect to the safety or security of the Premises or the Project or any part thereof or the extent or effectiveness of any security measures or procedures now or hereafter provided by Landlord, and further acknowledges that Tenant has made its own independent determinations with respect to all such matters.

(e) Storage. Any storage space at any time leased to Tenant hereunder shall be used exclusively for storage. Notwithstanding any other provision of this Lease to the contrary, (i) Landlord shall have no obligation to provide heating, cleaning, water or air conditioning therefor, and (ii) Landlord shall be obligated to provide to such storage space only such electricity as will, in Landlord's judgment, be adequate to light said space as storage space.

(f) Holding Over. If Tenant retains possession of the Premises after the termination or expiration of the Lease Term, then Tenant shall, at Landlord's election become a tenant at sufferance (and not a tenant at will), such possession shall be subject to immediate termination by Landlord at any time, and all of the other terms and provisions of this Lease (excluding any expansion or renewal option or other similar right or option) shall be applicable during such holdover period, except that Tenant shall pay Landlord from time to time, upon demand, as Rent for the holdover period, an amount equal to (i) one hundred twenty-five percent (125%) of the Rent in effect on the termination date for the first sixty (60) days after the termination or expiration of the Initial Term or Renewal Term, as applicable, and (ii) one hundred fifty percent (150%) for all periods thereafter. Holdover Rent shall be computed on a monthly basis for each month or part thereof during such holding over. All other payments (including payment of Additional Rent) shall continue under the terms of this Lease. In addition, Tenant shall be liable for all damages incurred by Landlord as a result of such holding over. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as

otherwise expressly provided, and this Paragraph shall not be construed as consent for Tenant to retain possession of the Premises.

(g) Condition of Premises. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS LEASE, LANDLORD HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED PURPOSE OR USE, WHICH DISCLAIMER IS HEREBY ACKNOWLEDGED BY TENANT. THE TAKING OF POSSESSION BY TENANT SHALL BE CONCLUSIVE EVIDENCE THAT TENANT:

(i) ACCEPTS THE PREMISES AND LEASEHOLD IMPROVEMENTS AS SUITABLE FOR THE PURPOSES FOR WHICH THE PREMISES WERE LEASED;

(ii) ACCEPTS THE PREMISES AS BEING IN GOOD AND SATISFACTORY CONDITION;

(iii) WAIVES ANY DEFECTS IN THE PREMISES AND ITS APPURTENANCES EXISTING NOW OR IN THE FUTURE, EXCEPT THAT TENANT'S TAKING OF POSSESSION SHALL NOT BE DEEMED TO WAIVE LANDLORD'S COMPLETION OF MINOR FINISH WORK ITEMS THAT DO NOT INTERFERE WITH TENANT'S OCCUPANCY OF THE PREMISES; AND

(iv) WAIVES ALL CLAIMS BASED ON ANY IMPLIED WARRANTY OF SUITABILITY OR HABITABILITY.

(h) Quiet Possession. Upon Tenant's paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the term hereof without hindrance or ejection by any person lawfully claiming under Landlord, subject to the provisions of this Lease and to the provisions of any (i) covenants, conditions and restrictions, (ii) master lease, or (iii) Security Documents to which this Lease is subordinate or may be subordinated.

(i) Matters of Record. Except as otherwise provided herein, this Lease and Tenant's rights hereunder are subject and subordinate to all matters affecting Landlord's title to the Project recorded in the Real Property Records of the County in which the Project is located, prior to and subsequent to the date hereof, including, without limitation, all covenants, conditions and restrictions. Tenant agrees for itself and all persons in possession or holding under it that it will comply with and not violate any such covenants, conditions and restrictions or other matters of record. Landlord reserves the right, from time to time, to grant such easements, rights and dedications as Landlord deems necessary or desirable, and to cause the recordation of parcel maps and covenants, conditions and restrictions affecting the Premises, the Building or the Project, as long as such easements, rights, dedications, maps, and covenants, conditions and restrictions do not materially interfere with the use of the Premises. At Landlord's request, Tenant shall join in the execution of any of the aforementioned documents.

(j) Successors and Assigns. Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. Tenant shall attorn to each purchaser, successor or assignee of Landlord.

(k) Brokers. Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the brokers named in Item 11 of the Basic Lease Provisions and that it knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease. Tenant hereby agrees to indemnify, defend and hold Landlord harmless for, from and against all claims for any brokerage commissions, finders' fees or similar payments by any persons other than those listed in Item 11 of the Basic Lease Provisions and all costs, expenses and liabilities incurred in connection with such claims, including reasonable attorneys' fees and costs.

(l) Project or Building Name and Signage. Landlord shall have the right at any time to install, affix and maintain any and all signs on the exterior and on the interior of the Project or Building as Landlord may, in Landlord's sole discretion, desire. Tenant shall not use the name of the Project or Building or use pictures or illustrations of the Project or Building in advertising or other publicity or for any purpose other than as the address of the business to be conducted by Tenant in the Premises, without the prior written consent of Landlord. Additionally, Landlord shall have the exclusive right at all times during the Lease Term to change, modify, add to or otherwise alter the name, number, or designation of the Building and/or the Project, and Landlord shall not be liable for claims or damages of any kind which may be attributed thereto or result therefrom.

(m) Examination of Lease. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until execution by and delivery to both Landlord and Tenant.

(n) Time. Time is of the essence of this Lease and each and all of its provisions.

(o) Defined Terms and Marginal Headings. The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular and for purposes of Articles 5, 7, 13 and 18, the term Landlord shall include Landlord, its employees, contractors and agents. The marginal headings and titles to the articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(p) Conflict of Laws; Prior Agreements; Separability. This Lease shall be governed by and construed pursuant to the laws of the State, without application of conflicts of laws provisions. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. The illegality, invalidity or unenforceability of any provision of this Lease shall in no way impair or invalidate any other provision of this Lease, and such remaining provisions shall remain in full force and effect.

(q) Authority. If Tenant is a corporation or limited liability company, each individual executing this Lease on behalf of Tenant hereby covenants and warrants that Tenant is a duly authorized and existing corporation or limited liability company, that Tenant has and is qualified to do business in the State, that the corporation or limited liability company has full right and authority to enter into this Lease, and that each person signing on behalf of the corporation is authorized to do so. If Tenant is a partnership or trust, each individual executing this Lease on behalf of Tenant hereby covenants and warrants that he is duly authorized to execute and deliver this Lease on behalf of Tenant in accordance with the terms of such entity's partnership or trust agreement. Tenant shall provide Landlord on demand with such evidence of such authority as Landlord shall reasonably request, including, without limitation, resolutions, certificates and opinions of counsel. This Lease shall not be construed to create a partnership, joint venture or similar relationship or arrangement between Landlord and Tenant hereunder.

(r) Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other business association to pay Rent and perform all other obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Tenant shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

(s) Rental Allocation. For purposes of Section 467 of the Internal Revenue Code of 1986, as amended from time to time, Landlord and Tenant hereby agree to allocate all Rent to the period in which payment is due, or if later, the period in which Rent is paid.

(t) Rules and Regulations. Tenant agrees to comply with all rules and regulations of the Building and the Project imposed by Landlord as set forth on Exhibit D-1 and Exhibit C-2 attached hereto, as the same may be changed from time to time upon reasonable notice to Tenant. Landlord shall not be liable to Tenant for the failure of any other tenant or any of its assignees, subtenants, or their respective agents, employees, representatives, invitees or licensees to conform to such rules and regulations.

(u) Joint Product. This Agreement is the result of arms-length negotiations between Landlord and Tenant and their respective attorneys. Accordingly, neither party shall be deemed to be the author of this Lease and this Lease shall not be construed against either party.

(v) Financial Statements. Upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time, with the most current audited financial statements prepared in accordance with generally accepted accounting principles, certified by Tenant and an independent auditor to be true and correct, reflecting Tenant's then current financial condition.

(w) Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorism, terrorist activities, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotions, fire,

flood or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease and except as to Tenant's obligations under Article 6 and Article 8 of this Lease and Paragraph 19(f) of this Lease (collectively, a "Force Majeure"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

(x) Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

(y) Waiver of Right to Jury Trial. LANDLORD AND TENANT WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CONTRACT OR TORT CLAIM, COUNTERCLAIM, CROSS-COMPLAINT, OR CAUSE OF ACTION IN ANY ACTION, PROCEEDING, OR HEARING BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES, INCLUDING WITHOUT LIMITATION ANY CLAIM OF INJURY OR DAMAGE OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY CURRENT OR FUTURE LAW, STATUTE, REGULATION, CODE, OR ORDINANCE.

(z) OFAC Compliance.

(i) Certification. Tenant certifies, represents, warrants and covenants that:

(A) It is not acting and will not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person", or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

(B) It is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

(ii) Indemnity. Tenant hereby agrees to defend (with counsel reasonably acceptable to Landlord), indemnify and hold harmless Landlord and the Landlord Indemnitees from and against any and all Claims arising from or related to any such breach of the foregoing certifications, representations, warranties and covenants.

(aa) No Easement for Light, Air and View. This Lease conveys to Tenant no rights for any light, air or view. No diminution of light, air or view, or any impairment of the visibility of the Premises from inside or outside the Building, by any structure or other object that may hereafter be erected (whether or not by Landlord) shall entitle Tenant to any reduction of Rent

under this Lease, constitute an actual or constructive eviction of Tenant, result in any liability of Landlord to Tenant, or in any other way affect this Lease or Tenant's obligations hereunder.

(bb) Nondisclosure of Lease Terms. Tenant agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord, and that disclosure of the terms hereof could adversely affect the ability of Landlord to negotiate with other tenants. Tenant hereby agrees that Tenant and its partners, officers, directors, employees, agents, real estate brokers and sales persons and attorneys shall not disclose the terms of this Lease to any other person without Landlord's prior written consent, except to any accountants or consultants of Tenant, to a proposed assignee of this Lease or subtenant of the Premises, or to an entity or person to whom disclosure is required by applicable Law or in connection with any action brought to enforce this Lease.

(cc) Inducement Recapture in Event of Default. Any agreement by Landlord for free or abated rent or other charges applicable to the Premises, or for the giving or paying by Landlord to or for Tenant of any cash or other bonus, inducement or consideration for Tenant's entering into this Lease, including, but not limited to, any tenant finish allowance, all of which concessions are hereinafter referred to as "Inducement Provisions" shall be deemed conditioned upon Tenant's full and faithful performance of all of the terms, covenants and conditions of this Lease to be performed or observed by Tenant during the term hereof as the same may be extended. Upon the occurrence of an event of default (as defined in Paragraph 12) of this Lease by Tenant, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any unamortized rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Landlord under such an Inducement Provision shall be immediately due and payable by Tenant to Landlord, and recoverable by Landlord, as additional rent due under this Lease, notwithstanding any subsequent cure of said event of default by Tenant. The acceptance by Landlord of rent or the cure of the event of default which initiated the operation of this Paragraph 19(dd) shall not be deemed a waiver by Landlord of the provisions of this Paragraph 19(dd) unless specifically so stated in writing by Landlord at the time of such acceptance.

(dd) ERISA. Tenant is not an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA"), which is subject to Title I of ERISA, or a "plan" as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986, which is subject to Section 4975 of the Internal Revenue Code of 1986; and (b) the assets of Tenant do not constitute "plan assets" of one or more such plans for purposes of Title I of ERISA or Section 4975 of the Internal Revenue Code of 1986; and (c) Tenant is not a "governmental plan" within the meaning of Section 3(32) of ERISA, and assets of Tenant do not constitute plan assets of one or more such plans; or (d) transactions by or with Tenant are not in violation of state statutes applicable to Tenant regulating investments of and fiduciary obligations with respect to governmental plans.

(ee) Tenant's Signage. Subject to the Landlord's approval, Tenant shall be entitled to signage identifying its name and logo on the wall adjacent to the Premises entry. Tenant shall not place any other signs or other advertising matter or material on the exterior of the Building, anywhere upon the Common Areas, or in any portion of the interior of the Premises which is

visible beyond the Premises, without the prior written consent of Landlord, which consent may be withheld in the sole discretion of Landlord. Notwithstanding the foregoing, at Landlord's expense, Tenant will be identified in standard form on the Building directory in the lobby of the Building.

(ff) Landlord's Exculpation. Neither shareholders, officers or directors of Landlord (collectively, the "parties" for purposes of this Paragraph) shall be liable for the performance of Landlord's obligations under this Lease. Tenant shall look solely to Landlord to enforce Landlord's obligations hereunder and shall not seek any damages against any of the parties. Tenant agrees that the liability of Landlord for Landlord's obligations under this Lease is specifically limited to Landlord's interest in the Building, and Landlord shall never be personally liable with respect to any of the terms, covenants and conditions of this Lease. The provisions of this Paragraph 19(gg) will survive the expiration or earlier termination of this Lease.

**20. NONRECOURSE LIABILITY; WAIVER OF CONSEQUENTIAL AND SPECIAL DAMAGES**

NOTWITHSTANDING ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY, THE OBLIGATIONS OF LANDLORD UNDER THIS LEASE (INCLUDING ANY ACTUAL OR ALLEGED BREACH OR DEFAULT BY LANDLORD) DO NOT CONSTITUTE PERSONAL OBLIGATIONS OF THE INDIVIDUAL PARTNERS, DIRECTORS, OFFICERS, MEMBERS OR SHAREHOLDERS OF LANDLORD OR LANDLORD'S MEMBERS OR PARTNERS, AND TENANT SHALL NOT SEEK RECOURSE AGAINST THE INDIVIDUAL PARTNERS, DIRECTORS, OFFICERS, MEMBERS OR SHAREHOLDERS OF LANDLORD OR AGAINST LANDLORD'S MEMBERS OR PARTNERS OR AGAINST ANY OTHER PERSONS OR ENTITIES HAVING ANY INTEREST IN LANDLORD, OR AGAINST ANY OF THEIR PERSONAL ASSETS FOR SATISFACTION OF ANY LIABILITY WITH RESPECT TO THIS LEASE. ANY LIABILITY OF LANDLORD FOR A DEFAULT BY LANDLORD UNDER THIS LEASE, OR A BREACH BY LANDLORD OF ANY OF ITS OBLIGATIONS UNDER THE LEASE, SHALL BE LIMITED SOLELY TO ITS INTEREST IN THE PROJECT, AND IN NO EVENT SHALL ANY PERSONAL LIABILITY BE ASSERTED AGAINST LANDLORD IN CONNECTION WITH THIS LEASE NOR SHALL ANY RECOURSE BE HAD TO ANY OTHER PROPERTY OR ASSETS OF LANDLORD, ITS PARTNERS, DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS OR ANY OTHER PERSONS OR ENTITIES HAVING ANY INTEREST IN LANDLORD. TENANT'S SOLE AND EXCLUSIVE REMEDY FOR A DEFAULT OR BREACH OF THIS LEASE BY LANDLORD SHALL BE EITHER (I) AN ACTION FOR DAMAGES, OR (II) AN ACTION FOR INJUNCTIVE RELIEF; TENANT HEREBY WAIVING AND AGREEING THAT TENANT SHALL HAVE NO OFFSET RIGHTS OR RIGHT TO TERMINATE THIS LEASE ON ACCOUNT OF ANY BREACH OR DEFAULT BY LANDLORD UNDER THIS LEASE. UNDER NO CIRCUMSTANCES WHATSOEVER SHALL LANDLORD EVER BE LIABLE FOR PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THIS LEASE AND TENANT WAIVES ANY RIGHTS IT MAY HAVE TO SUCH DAMAGES UNDER THIS LEASE IN THE EVENT OF A BREACH OR DEFAULT BY LANDLORD UNDER THIS LEASE.

**21. RADON DISCLOSURE**

In accordance with the requirements of Florida Statutes Section 404.056(5), the following notice is hereby given:

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

**22. WAIVERS BY TENANT**

Tenant expressly waives all of the following: (a) the requirement under Chapter 83.12 of the Florida Statutes that the plaintiff in his distress for rent action file a bond payable to the tenant in at least double the sum demanded by the plaintiff, it being understood that no bond shall be required in any such action; (b) the right of Tenant under Chapter 83.14 of the Florida Statutes to replevy distrained property; and (c) any rights it may have in the selection of venue in the event of suit by or against Landlord, it being understood that the venue of such suit shall be in Palm Beach County, Florida.

**23. EARLY TERMINATION**

Subject to the satisfaction of the terms and conditions set forth in this Paragraph 23, Tenant has the one-time right to terminate this Lease (the "Termination Option") which termination will be effective on the last day of the 8<sup>th</sup> month of the Initial Term (the "Termination Date"), provided that Tenant satisfies the following conditions:

(i) Tenant delivers written notice to Landlord of Tenant's election to exercise the Termination Option (the "Termination Notice") no less than twelve (12) months prior to the Termination Date;

(ii) Tenant pays Landlord a termination fee (the "Termination Fee") in an amount equal to the sum total of the items at subparagraphs (1) and (2) below, with fifty percent (50%) of such Termination Fee to be paid within thirty (30) days of the Termination Notice and the remaining fifty percent (50%) of the Termination Fee to be paid upon the Termination Date:

- (1) unamortized costs of the Tenant Improvements and Broker fees and reasonable legal fees, amortized at a rate of eight percent (8%) per annum; and
- (2) the Abatement Amount.

(iii) Tenant is not in material default under the Lease beyond any applicable cure period the time the Termination Notice is received by the Landlord and on the Termination Date.

(b) If Tenant fails to satisfy any of the foregoing conditions set forth in subsections (i) - (iii) above, then the Termination Option shall expire and be of no force and effect. If Tenant satisfies the conditions set forth above, then the Lease shall terminate on the Termination Date, and Tenant shall have no further liability for any obligations accruing after the Termination Date.

*[SIGNATURE PAGE TO FOLLOW]*

4949-7412-9957.8  
24851.0601

IN WITNESS WHEREOF, the parties have executed this Lease to be effective as of the Effective Date.

Witness #1:

Suzanne P. Hall

Suzanne P. Hall

Printed Name of Witness #1

Witness #2:

Elizabeth M. Berris

Elizabeth M. Berris

Printed Name of Witness #2

Witness #1:

\_\_\_\_\_

Printed Name of Witness #1

Witness #2:

\_\_\_\_\_

Printed Name of Witness #2

"TENANT":

CROSS COUNTRY HEALTHCARE, a Delaware corporation

By: William B. Burt

Name: William Burt

Title: CEO

"LANDLORD":

Mainstreet CV North 40, LLC, a Delaware limited liability company

By: Mainstreet 40, Ltd, a Florida limited partnership, Manager

By: Mainstreet N40, Inc., a Florida corporation, General Partner

By: \_\_\_\_\_  
Paul J. Kilgallon, President

Date: \_\_\_\_\_, 2015

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242512004

53

IN WITNESS WHEREOF, the parties have executed this Lease to be effective as of the Effective Date.

Witness #1:

\_\_\_\_\_

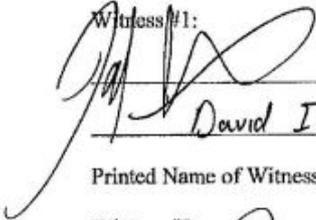
Printed Name of Witness #1

Witness #2:

\_\_\_\_\_

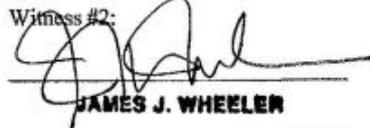
Printed Name of Witness #2

Witness #1:

  
\_\_\_\_\_

Printed Name of Witness #1

Witness #2:

  
\_\_\_\_\_

Printed Name of Witness #2

"TENANT":

**CROSS COUNTRY HEALTHCARE, a  
Delaware corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

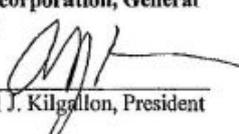
Title: \_\_\_\_\_

"LANDLORD":

**Mainstreet CV North 40, LLC, a Delaware  
limited liability company**

By: **Mainstreet 40, Ltd, a Florida limited  
partnership, Manager**

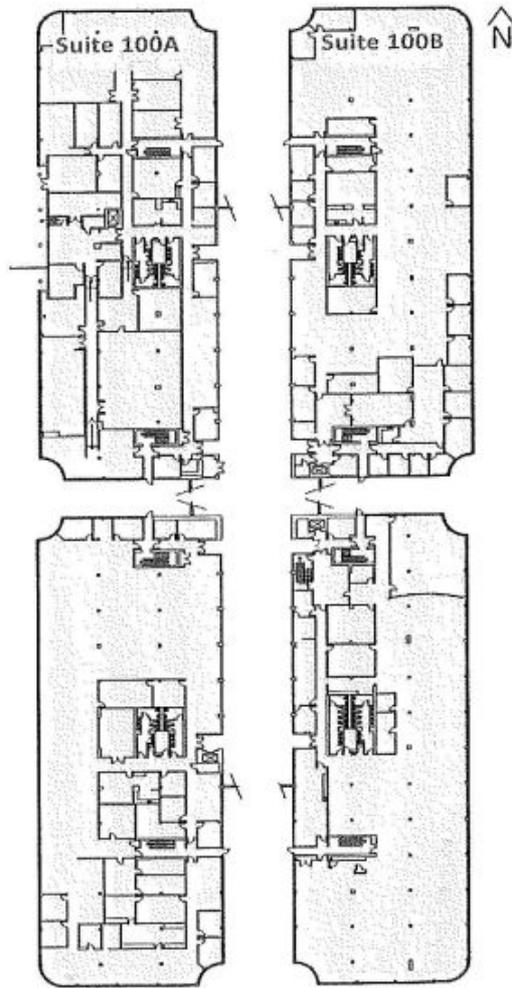
By: **Mainstreet N40, Inc., a  
Florida corporation, General  
Partner**

By:   
\_\_\_\_\_

Paul J. Kilgallon, President

Date: \_\_\_\_\_, 2015

EXHIBIT A-1  
FLOOR PLANS OF THE PREMISES



NOTE: The floor plan is being used solely for the purpose of identifying the approximate location of the Premises.

EXHIBIT A-2

LEGAL DESCRIPTION OF THE PROJECT

Parcel of land lying and being in Sections 1 and 12, Township 47 South, Range 42 East and Sections 6 and 7, Township 47 South, Range 43 East, Palm Beach County, Florida, described as follows:

Commence at the Northeast corner of said Section 12; thence South 00°29'15" West, along the East line of said Section 12, a distance of 80.01 feet to the North right-of-way line of N.W. 51<sup>st</sup> Street; and the Point of Beginning of this description; thence North 88°35'00" West, along a line 80.00 feet South of, and parallel with, as measured at right angles, to the North line of said Section 12, a distance of 453.93 feet; thence North 00°24'40" East, a distance of 149.73 feet; thence North 89°35'20" West, a distance of 4.27 feet; thence North 00°24'40" East, a distance of 69.93 feet; thence North 89°35'20" West, a distance of 2.46 feet; thence North 00°24'40" East, a distance of 578.39 feet; thence South 89°35'20" East, a distance of 14.51 feet; thence North 00°24'40" West, a distance of 13.99 feet; thence South 88°35'00" East, a distance of 504.73 feet to the East line of said Section 1; thence continue South 88°35'00" East, a distance of 57.50 feet; thence South 00°29'15" West, parallel with the East line of said Section 1, a distance of 250.00 feet; thence South 88°35'00" East, a distance of 20.00 feet; thence South 00°29'15" West, a distance of 435.82 feet to a line 45.00 feet North of and parallel with the South line of said Section 6; thence South 89°42'30" East, along said parallel line, a distance of 40.00 feet; thence South 00°29'15" West, a distance of 45.00 feet to the South line of said Section 6; thence continue South 00°29'15" West, a distance of 80.00 feet to a line 80.00 feet South of and parallel with the South line of said Section 6, said point being further described as being the North right-of-way line of N.W. 51<sup>st</sup> Street; thence North 89°42'30" West, along said parallel line, a distance of 117.50 feet to the said Point of Beginning of this description; together with the rights for parking and ingress and egress and other rights as established pursuant to that certain Declaration of Reciprocal Easements and Covenants dated July 6, 1995 and recorded on July 18, 1995 in Official Records Book 8841, page 423; Public Records of Palm Beach, Florida.

Said land situate, lying and being in Palm Beach County, Florida.

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A parcel of land in Section 6, Township 47 South, Range 43 East, Palm Beach County, Florida, described as follows:

Commence at the Southwest corner of said Section 6; thence N. 0°29'15" E., along the West line of said Section 6, 28.00 feet; thence S. 89°42'30" E., parallel with the South line of said Section 6, 117.50 feet to the Point of Beginning; thence S. 89°42'30" E. 190.00 feet; thence N. 0°17'30" E., 290.79 feet; thence N. 30°29'15" E., 325.02 feet; thence S. 89°30'45" E., 401.00 feet to the West right-of-way line of Congress Avenue according to the plat thereof recorded in Road Plat Book 4, Page 143 of the Public Records of Palm Beach County, Florida; thence N. 0°29'15" E. along said West right-of-way line, 135.00 feet to the Southeast corner of Parcel U, Arvida Park of Commerce Plat No. 5, according to the plat thereof recorded in Plat Book 44, at pages 111 and 112 of the Public Records of Palm Beach County, Florida; thence N. 0°29'15" E., along the East line of said Parcel U, 663.50 feet; thence N. 44°30'45" W., along the Northeastery line of said Parcel U, 35.36 feet; thence N. 89°30'45" W., along the North line of Parcel U, 219.01 feet to a point of curvature of a curve concave Northerly with a radius of 341.19 feet and a central angle of 23°14'51"; thence Westerly along the arc of said curve and the North line of said Parcel U, 138.44 feet; thence S. 23°44'06" W., along the West line of said Parcel U, 46.45 feet; thence S. 19°17'46" W., 69.99 feet to a point of curvature on a curve concave Westerly with a radius of 25 feet and a central angle of 2°49'54"; thence Southerly along the arc of said curve, 1.24 feet; thence N. 0°29'15" E., 13.89 feet; thence N. 89°30'45" W., 440.00 feet to the West line of said Section 6; thence S. 0°29'15" W. along said West line, 515.97 feet; thence S. 88°35'00" E., 57.50 feet; thence S. 0°29'15" W., parallel with the said West line of Section 6, 250.00 feet; thence S. 88°35'00" E., 20.00 feet; thence S. 0°29'15" W., parallel with the said West line of Section 6, 435.82 feet to a line 45.00 feet North of and parallel with the South line of said Section 6; thence S. 89°42'30" E., along said parallel line, 40.00 feet; thence S. 0°29'15" W., parallel with the said West line of Section 6, 25.00 feet to the Point of Beginning.

Containing 17.14 acres, more or less.

TOGETHER WITH, all rights of Grantee under that certain Grant of Easement by Arvida Corporation, as grantor, to International Business Machines Corporation, as Grantee, recorded in Official Records Book 3489, Page 939, Public Records of Palm Beach County, Florida.

5201 Congress

Book20554/Page1049

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**EXHIBIT B**

**Approved Plan**

The Approved Plan will be based upon a plan submitted by Tenant and to be approved by Landlord (such approval not to be unreasonably withheld or delayed).

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EXHIBIT C-1

BUILDING RULES AND REGULATIONS

The following building regulations are provided and are applicable to Tenant, except as otherwise specifically addressed in the Lease.

1. The sidewalks, entry passages, corridors, halls, elevators, and stairways shall not be obstructed by Tenant or used by Tenant for any purpose other than those of ingress and egress. The floors, skylights, and windows that reflect or admit light into any place in said Building shall not be covered or obstructed by Tenant subject to Tenant's right to install window coverings such as blinds. The water closets and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, or other obstructing substances shall be thrown therein.
2. No advertisement, sign, or other notice shall be inscribed, painted, or affixed on any part of the outside or inside of said Building, except upon the interior doors and windows permitted by Landlord, which signs, etc., shall be of such order, size, and style and at such places as shall be designated by Landlord. Exterior signs on doors will be provided for Tenant by Landlord, the cost of such signage to be charged to and paid for by Tenant.
3. Nothing shall be thrown by Tenant, its clerks, or servants out of the windows or doors or down the passages or skylights of the Building. No rooms shall be occupied or used as sleeping or lodging apartments at any time.
4. Tenant shall not employ any persons other than the janitors of Landlord or others reasonably approved by Landlord (who will be provided with pass keys into the offices) for the purpose of cleaning or taking charge of said Premises. It is understood and agreed that the Landlord shall not be responsible to Tenant for any loss of property from the Premises, however occurring, or for any damage done to the furniture or other effects of Tenant by the janitor or any of its employees provided, however, that Landlord shall use its good faith reasonable efforts to employ service companies for providing such janitorial services that maintain quality controls for personnel employed.
5. No animals (except service animals), birds, bicycles, or other vehicles shall be allowed in the offices, halls, corridors, elevators, or elsewhere in the Building.
6. No painting shall be done nor shall any alterations be made to any part of the Building by putting up or changing any partitions, doors, or windows, nor shall there be any nailing, boring, or screwing into the woodwork or plastering, nor shall any connection be made to the electric wires or electric fixtures without the consent in writing on each occasion of Landlord or its Agent. All glass, locks, and trimmings in or upon the doors and windows of the Building shall be kept whole and, when any part thereof shall be broken, the same shall be immediately

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replaced or repaired and put in order under the direction and to the satisfaction of Landlord or its Agent and shall be left whole and in good repair. Tenant shall not inure, overload, or deface the Building, the woodwork, or the walls of the Premises nor carry on upon the Premises any noisome, noxious, noisy, or offensive business.

7. Tenants shall not (without Landlord's prior written consent) put up or operate any steam engine, boiler, machinery, or stove upon the Premises or carry on any mechanical business thereof or do any cooking thereon or use or allow to be used upon the Premises oil, burning fluids, camphene, gasoline, or kerosene for heating, warming, or lighting. No article deemed extra hazardous on account of fire and no explosives shall be brought into the Premises. No offensive gases or liquids will be permitted.
8. Landlord will post on the directory of its Building, if any, at no charge to Tenant, names of the executives of Tenant, such executives to be designated by Tenant. All additional names which Tenant shall desire put upon said directory must be first consented to by Landlord, and if so approved, a charge will be made for such additional listing as prescribed by Landlord to be paid to Landlord by Tenant.
9. The Landlord and its Agents shall have the right to enter the Premises at all reasonable hours for the purpose of making any repairs, alterations, or additions which it shall deem necessary for the safety, preservation, or improvement of said Building, and the Landlord shall be allowed to take all material into and upon such Premises that may be required to make such repairs, improvements, and additions or any alterations for the benefit of the Tenant without in any way being deemed or held guilty of an eviction of Tenant; and the rent reserved shall in no wise abate while said repairs, alterations, or additions are being made; and Tenant shall not be entitled to maintain a set-off or counterclaim for damage against Landlord by reason of loss or interruption to the business of Tenant because of the prosecution of any such work. All such repairs, decorations, additions, and improvements shall be done during ordinary business hours and upon 24 hour advance notice if not an emergency or, if any such work is not the request of the Tenant, to be done during any other hours, however, Tenant shall pay for all overtime costs in connection with such requested work.
10. Tenant shall instruct its mover to contact the Building Manager two (2) working days prior to truck arrival for coordination of move-in and/or large furniture/equipment deliveries. Such moves will normally be made after 6:00 p.m. Friday and prior to 8:00 a.m. Monday. Tenant shall be responsible for any damage to Building interior including but not limited to floors and carpet. A Landlord representative will be present for all such moves.
11. Landlord reserves the right to make such other and reasonable rules and regulations as, in its judgment, may from time to time be needed for the safety, care, and cleanliness of the Premises and for the preservation of good order therein.

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12. The Building and the Project are a weapons free environment. No tenant, owner of a tenant, officer or employee of a tenant, visitor of tenant, contractor or subcontractor of tenant, or any other party shall carry weapons (concealed or not) of any kind in the Building or the Building's parking area. This prohibition applies to all public areas including, without limitation, restrooms, elevators, elevator lobbies, first floor lobby, stairwells, common hallways, all areas within the leased premises of tenants, the parking areas and the surrounding Land related to the Building.
13. Except as hereinafter provided, the Building and the Project are a tobacco free environment. No tenant, party with an ownership interest in a tenant, officer or employee of a tenant, visitor of a tenant, contractor or subcontractor of a tenant, or any other party shall smoke tobacco products of any kind in the Building, the Building's parking area or any of the Building's balconies. This prohibition applies to all public areas including, without limitation, restrooms, elevators, elevator lobbies, first floor lobby, stairwells, common hallways, all areas within the leased premises of tenants, the surface parking areas, balconies and the surrounding Land related to the Project; provided however, and notwithstanding the foregoing to the contrary, tobacco smoking shall be permitted only in the outdoor promenade of the retail portion of the Project and in such other areas of the Project which may be designated from time to time by Landlord, in Landlord's sole discretion, as permitted smoking areas.

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EXHIBIT C-2

CONSTRUCTION RULES AND REGULATIONS

Each general contractor shall provide a full time project supervisor, field office and telephone during the project construction.

Employees of contractors and subcontractors must park in areas designated by the Landlord's property manager. No parking is allowed in the loading area or on the throughways.

All contractors and subcontractors are expressly prohibited from using the passenger elevators or from being in the front lobby or atrium area. Only the freight elevator and service entrance shall be used by all contractors and subcontractors. Large material deliveries may be made only at a time scheduled in advance with Landlord's property manager so that any conflicts can be coordinated.

Each general contractor shall submit a complete list of suppliers and subcontractors to Landlord's property manager prior to commencement of construction. Each contractor shall also submit a list of subcontractors' phone numbers as well as after-hours phone numbers if contractors or subcontractor will perform work after hours.

Each contractor shall maintain clean and safe working conditions at all times. Trash removal will be done at contractor's cost, including all labor and dumpsters. Dumpster locations shall be approved by Landlord's property manager. Trash on any tenant build out floors shall be removed within 24 hours of any directive of Landlord's property manager. No accumulation of trash will be tolerated anywhere in the Building.

Normal working hours will be 7:00 a.m. until 7:00 p.m. Landlord's property manager must be notified in writing of all work schedules and the names of those who will be working in the Building after normal working hours.

After hours and weekend work must be supervised by contractor's superintendent and are subject to additional HVAC, security and other applicable charges.

Each contractor must advise Landlord's property manager before working on any fire safety components, and use all efforts to avoid accidental activation of alarms. All fire detection devices must be protected from contaminants from construction activity.

No contractor and/or subcontractor may operate air handling units. Arrangements for after hours air conditioning must be made with the office of Landlord's property manager before 3:00 p.m. for night time requests and before 3:00 p.m. Friday for weekend requests.

Contractor shall supply to Building management copies of all building permits and submit a complete test and balance report from an independent air conditioning contractor.

Contractor must protect public area corridors and carpet by plastic runners and or builder's paper as necessary.

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Contractor must use walk-off mats at all entrances to the work area and changed as often as needed. Contractor will be responsible for maintaining cleanliness of these areas at all times.

No utilities are to be interrupted without the written approval Landlord's property manager. Such approval must be requested not less than 24 hours in advance and on regular working days.

Work that may generate excessive noise that may disturb or inconvenience other occupants of the Building shall not be performed between the hours of 8:30 a.m. and 5:30 p.m. on regular business days. Such work must be scheduled and coordinated with Landlord's property manager.

Building materials and equipment are to be stored only in the build out area unless prior arrangements have been made with Landlord's property manager.

Construction personnel are not to eat in the lobbies or atrium area nor are they to congregate in these areas at any time. They should eat in the space in which they are working.

No keys will be issued to any subcontractors. The general contractor on the job will be issued a key on a daily sign in/out basis only if necessary.

Landlord's property manager will designate restrooms to be used by construction personnel.

Contractor shall take all reasonable precautions to protect against the possibility of fire including the following mandatory: no smoking, supervision of welding and soldering, daily inspections of the job site, and adequate presence of fire extinguishers.

Workers without shirts or inappropriately dressed or who conduct themselves in an inappropriate manner will be required to leave the Building.

No loud music will be allowed in any construction area.

Prior to commencing work, the contractor must conduct a walk through of the common area with the Landlord's property manager to determine existing damage; in the event the so the contractor will not be held responsible.

Contractor must submit in writing a list of all standard owner supplied building material that will be required for each individual job. This material will be turned over to the contractor as scheduled between the contractor and Landlord's representative.

Contractor is to maintain and provide proof of adequate insurance coverage as approved by Landlord's property manager throughout the duration of the project. Mainstreet CV North 40, LLC, a Delaware limited liability company, shall be named as additional insureds on the contractors insurance policies and the evidence of insurance provided by contractor must include such additional insureds.

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Contractor must supply an on site supervisor and security guard any time work is scheduled in tenant occupied spaces after regular Building hours. The supervisor and guard must remain on duty 100% of the time the space is open and/or work is in progress.

Contractor must assure that entrance and perimeter doors of all premises are locked at all times after hours.

Landlord's property manager reserves the right to inspect any and all boxes, tool chests or other containers which may be brought in to the Building by the contractor and/or his employees. Such inspections may be made randomly and without prior notice. Any employees or subcontractors not willing to consent to such searches will not be permitted to work in the building.

Contractor must shield smoke detectors from construction dust as necessary. Smoke detector protection must be removed at the end of each work day and inspected by the contractor to insure its proper operation.

THIS IS A NON-SMOKING BUILDING. Smoking is not permitted anywhere within the Building.

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EXHIBIT D

**FORM TENANT ESTOPPEL CERTIFICATE**

TO: Mainstreet CV North 40, LLC, a Delaware limited liability company ("Landlord")  
c/o Mainstreet Real Estate Services, Inc.  
2101 West Commercial Boulevard, Suite 1200  
Fort Lauderdale, Florida 33309, and:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
 ("Third Party")

Re: \_\_\_\_\_  
Boca Raton, Florida 33487  
Lease Agreement, dated: \_\_\_\_\_, 2015 (the "Lease"), between Landlord and  
\_\_\_\_\_, as Tenant  
Premises: Suite \_\_\_\_\_, consisting of \_\_\_\_\_ square feet of Rentable  
Area located on the \_\_\_\_\_ floor of the Building.

The undersigned tenant ("Tenant") hereby certifies to Third Party and Landlord as follows:

1. The above-described Lease has not been canceled, modified, assigned, extended or amended except \_\_\_\_\_ (none, if left blank).
2. Base Rent has been paid to the first day of the current month and all additional rent has been paid and collected in a current manner. There is no prepaid rent except \$ \_\_\_\_\_, and the amount of the security deposit is \$ \_\_\_\_\_.
3. Base Rent is currently payable in the amount of \$ \_\_\_\_\_ monthly exclusive of Tenant's Proportionate Share of Operating Expenses.
4. The Lease expires on \_\_\_\_\_, 20\_\_ subject to the following renewal options (if any) set forth in the Lease: \_\_\_\_\_ (none, if left blank).
5. All work to be performed for Tenant under the Lease has been performed as required and has been accepted by Tenant, except:  
\_\_\_\_\_  
(none, if left blank).
6. The Lease is: (a) in full force and effect; (b) to Tenant's actual knowledge, free from default; and (c) to Tenant's actual knowledge, Tenant has no claims against the Landlord or offsets against Rent, except \_\_\_\_\_ (none, if left blank).

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7. Tenant's Proportionate Share of Operating Expenses, as defined in the said Lease, is \_\_\_\_%.

8. The undersigned has no right or option pursuant to the said Lease or otherwise to purchase all or any part of the Premises or the Building of which the Premises are a part.

9. There are no other agreements written or oral between the undersigned and the Landlord with respect to the Lease and/or the Premises and Building.

10. The statements contained herein may be relied upon by the Landlord and by any prospective purchaser of the property of which the Premises is a part and its mortgage lender.

If a blank in this document is not completed, then such blank will be automatically deemed to read "none." All capitalized terms used but not defined in this estoppel certificate shall have the meanings set forth in the Lease.

The undersigned signatory is duly authorized by Tenant to execute and deliver this estoppel certificate on behalf of Tenant.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**TENANT:**

**CROSS COUNTRY HEALTHCARE, INC.**, a  
Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_

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