

REFERENCED DATA

Any reference in this Lease to the following subjects shall incorporate therein the data stated for the subject(s) in this Section:

DATE OF LEASE: May 1, 2005

LANDLORD: The Port Chester LP.

LANDLORD'S ADDRESS: 450 Seventh Avenue, 45th Floor
New York, New York 10123

TENANT: City of Riviera Beach, Florida

TENANT'S ADDRESS: 600 West Blue Heron Boulevard
Riviera Beach, FL 33404

DEMISED PREMISES: Approximately
Fifteen thousand, three hundred sixty-seven
square ft. (15,367 sq. ft) rentable square feet on
the 1st floor of the Building. More particularly
described as BIG H & SONS SALES &
STORAGE FACILITY ALL OF PLAT (LESS
ELY 80 FT & TRGLR COR CONGRESS AVE
R/W). For all purposes hereof the Building shall be
deemed to contain Sixty-One Thousand Four
Hundred Sixty-Eight square ft. (61,468 sq. ft)
rentable square feet.

LEASE TERM: Three (3) years.

**ESTIMATED DATE OF SUBSTANTIAL
COMPLETION:** May 1, 2005

RENTAL COMMENCEMENT DATE: May 1, 2005/or upon completion of improvements
as attached in Exhibit "G". Tenant may access the
property April 5, 2005

**EXPIRATION DATE OF LEASE
TERM:** April 30, 2008

RENEWAL OPTION: One (1) three (3) year with upon the same terms.

ANNUAL RENT:

Two Hundred Seventy Eight Thousand, One
Hundred and Forty Eight Dollars. (\$278,148)

**TENANT'S INITIAL SHARE OF
TAXES AND OPERATING EXPENSES:** N/A

TENANT'S PROPORTIONATE SHARE: N/A

BASE INDEX: N/A

PERMITTED USES: Those office uses permitted by Code.

PREPAID RENT: First, second and third months rent.
(Base Rent).

SECURITY DEPOSIT: In lieu of a security deposit, Tenant shall pre
pay the 1st, 2nd and 3rd months of the first lease
year upon execution of the Lease Agreement as
indicated in prepaid rent.

WITNESSES



WITNESSES

LANDLORD:

The Port Chester LP

By: 

TENANT:

City of Riviera Beach, Florida

By: 

William E. Wilkins
City Manager

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OFFICE LEASE

THIS LEASE made and entered into February 2, 2005 between **The Port Chester LP** a Florida limited partnership ("Landlord") and **City of Riviera Beach, Florida**, a municipal government ("Tenant").

WITNESSETH:**1. Demised Premises.**

A. Landlord is the owner of a tract of land situated at the 2051 Martin Luther King, Drive in Riviera Beach, Florida, more particularly described in Exhibit "A" attached hereto. Located upon said tract is a multistory building (hereinafter referred to as the "Building"), surrounding parking areas and driveways (collectively called the "Parking Facilities") and curbs and sidewalks. The tract, along with the Building, Parking Facilities and all other improvements presently or hereafter located upon the tract, are hereinafter collectively referred to as the "Property".

B. Landlord, for the term and subject to the provisions and conditions hereof, shall lease to Tenant, and Tenant shall accept from Landlord, certain space more particularly described by the cross-hatched area on the floor plans annexed hereto as Exhibit "B", which for all purposes hereof shall be deemed to contain Fifteen thousand three hundred sixty-seven square ft. (15,367 sq. ft.) rentable square feet on the 1st floor of the Building ("Demised Premises"), together with a license for the duration of the term of the Lease to use the parking spaces (the "Parking Spaces") described in the Parking Space Schedule attached hereto as Exhibit "C", at the rates set forth therein, for parking of automobiles of Tenant and Tenant's invitees and employees and for no other purpose.

C. The Demised Premises shall be used for office space as required by Tenant the City of Riviera Beach.

D. The use and occupation by Tenant of the Demised Premises shall include the non-exclusive use, in common with others entitled thereto, of the common areas, employees' parking areas, service roads, loading facilities, sidewalks and customer car parking areas as such common areas now exist or as such common areas may hereafter be constructed, and other facilities as may be designated from time to time by Landlord, subject however to the terms and conditions of this Lease, to the rules and regulations for the use thereof as prescribed from time to time by Landlord, and subject to Landlord's right to designate certain parking spaces, elevators and other common areas for the exclusive use of certain tenants in the Building.

2. Term.

A. The term of this Lease shall commence on the date hereof and end at 12:00 midnight on the last day of the month in which the third (3rd) anniversary of the Rental Commencement Date occurs, unless sooner terminated as herein provided. The "Rental

and Tenant. For the purpose of this calculation, the portion of the common on areas attributed to Tenant and included in the number of rentable square feet set forth in the Referenced Data is not included. Tenant shall be solely responsible for all costs (including Landlord's contractor's profit and overhead of 25%) that exceed such \$5 per square foot threshold.

D. If Tenant requests Landlord to perform any work different from or outside the scope of the Plans and Specifications, or any work resulting in the cost of the Leasehold Improvements exceeding the \$5.00 per useable square foot threshold as referenced in Paragraph 3C above, or if Tenant requests Landlord to have any work performed on the Demised Premises during the term of the Lease subsequent to the completion of the Leasehold Improvements, Tenant shall deposit, within fifteen (15) business days of written notice from Landlord, an amount equal to Landlord's reasonable estimate of the entire cost of such work, including Landlord's Contractor's profit, overhead and supervision charges, with Landlord prior to commencement of such work. If Tenant fails to deposit with Landlord the sums required pursuant to this paragraph, Landlord shall be entitled to halt work on the Leasehold Improvements, and the Rental Commencement Date shall be calculated in accordance with Paragraph 2.A., or Landlord may borrow the funds not deposited from whatever source is available at market rates and Landlord shall be entitled, in addition to any other remedy available under this Lease or any Guaranty executed in connection herewith, to immediately recover the sum borrowed by Landlord hereunder together with all accrued interest. The sums recovered by Landlord shall be applied first to accrued interest and then to the principal sum borrowed. If the cost of the additional work exceeds or is less than the estimate of Landlord, Tenant shall pay such excess to Landlord upon demand or Landlord shall promptly refund such overage as the case may be.

E. Notwithstanding anything to the contrary contained herein, Landlord reserves the absolute right to relocate the Demised Premises and the Common Areas from the locations shown on Exhibit "B", it being agreed by Landlord and Tenant that the purpose of Exhibit "B" is to show the approximate location of the Demised Premises, provided that the new locations of the Demised Premises and Common Areas shall be similar in dimension. The relocation of the Demised Premises hereunder shall not affect any other provision of this Lease. Landlord agrees to pay for any and all expenses incurred by Tenant in the event Landlord requests a relocation of the demised premises and the common areas from the locations shown in Exhibit B.

F. If Tenant fails to furnish any required plan, information (including, without limitation, any material, furnishing, equipment, color or other selection), approval or consent within the time period required and Tenant's failure to so do delays, or would delay the issuance of a certificate of occupancy for the Demised Premises, Landlord shall be entitled to provide such plan, information, approval or consent or make such selection on behalf of Tenant, using Landlord's reasonable judgment, to enable Landlord to complete the construction of the Demised Premises and obtain a certificate of occupancy. If Tenant thereafter requests any modification, deletion or addition to the Demised Premises, said work shall be performed by Landlord's contractor at Tenant's expense in accordance with Paragraph 3D hereof.

Commencement Date" shall be March 1, 2005, or upon completion of improvements.

B. On the Rental Commencement Date it shall be presumed that all work theretofore performed by or on behalf of Landlord was satisfactorily performed in accordance with and meeting the requirements of this Lease, minor punch list items excepted.

C. The Tenant shall have One (1) three (3) year option with the same terms and conditions. The renewal rental rate shall be subject to the same annual increase(s) (i.e., 3% or CPI; whichever is greater).

3. Construction of Leasehold Improvements.

A. Landlord shall construct all of the improvements required to ready the Demised Premises for occupancy by Tenant in accordance with plans and specifications to be prepared by Landlord (the "Plans and Specifications"), in accordance with floor plans and other information regarding Tenant's requirements for the Demised Premises to be provided by Tenant to Landlord within 20 days of Landlord's written request for such information. The improvements referred to herein to be constructed by Landlord shall be referred to herein as the "Leasehold Improvements". Upon completion of preparation of the Plans and Specifications, Landlord shall submit the same to Tenant for Tenant's approval which approval shall not be unreasonably withheld. If Tenant fails to approve or disapprove the Plans and Specifications (or any revised set of Plans and Specifications prepared pursuant to this provision) within 5 days of receipt from Landlord, Tenant shall be deemed to have approved the same. If Tenant disapproves the Plans and Specifications, Tenant shall be entitled one (1) time only to request revisions to the Plans and Specifications. Landlord's Architect shall make such revisions as Tenant may reasonably request. Immediately upon completion of the Plans and Specifications, Landlord and Tenant shall initial and date a copy of the Plans and Specifications and Such Plans and Specifications shall become a part of this Lease. If Tenant requests any Change Order during the course of construction of the Leasehold Improvements, Landlord's Contractor shall prepare the Change Order with the cost estimate which estimate shall be valid only if the Change Order is executed by Tenant and returned to Landlord's Contractor within ten (10) days of the date that Tenant receives the Change Order. If Tenant does not execute and return the Change Order within ten (10) days, then the cost of the Change Order shall be recalculated based upon the status of construction of the Leasehold Improvements as of the time the Change Order is executed by Tenant.

B. Upon Landlord and Tenant approving and initialing the Plans and specifications and issuance of all required permits, Landlord's contractor shall diligently pursue the construction of the Leasehold Improvements in accordance with the Plans and Specifications and diligently pursue the completion of the Leasehold Improvements, which shall be completed in a good and workmanlike manner and in accordance with all applicable governmental codes and regulations.

C. Landlord shall fund the costs of the preparation of the Plans and Specifications and the Leasehold Improvements only to the extent such costs do not exceed Five dollars (\$5.00) per square foot, multiplied by the usable square footage of the Demised Premises as determined by Landlord and shown in the Plans and Specifications approved by Landlord.

Tenant. For the purpose of this calculation, the portion of the common on areas attributed to Tenant and included in the number of rentable square feet set forth in the Referenced Data is not included. Tenant shall be solely responsible for all costs (including Landlord's contractor's profit and overhead of 25%) that exceed such \$5 per square foot threshold.

D. If Tenant requests Landlord to perform any work different from or outside the scope of the Plans and Specifications, or any work resulting in the cost of the Leasehold Improvements exceeding the \$5.00 per useable square foot threshold as referenced in Paragraph 3D~~C~~ above, or if Tenant requests Landlord to have any work performed on the Demised Premises during the term of the Lease subsequent to the completion of the Leasehold Improvements, Tenant shall deposit, within fifteen (15) business days of written notice from Landlord, an amount equal to Landlord's reasonable estimate of the entire cost of such work, including Landlord's Contractor's profit, overhead and supervision charges, with Landlord prior to commencement of such work. If Tenant fails to deposit with Landlord the sums required pursuant to this paragraph, Landlord shall be entitled to halt work on the Leasehold Improvements, and the Rental Commencement Date shall be calculated in accordance with Paragraph 2.C~~A~~, or Landlord may borrow the funds not deposited from whatever source is available at market rates and Landlord shall be entitled, in addition to any other remedy available under this Lease or any Guaranty executed in connection herewith, to immediately recover the sum borrowed by Landlord hereunder together with all accrued interest. The sums recovered by Landlord shall be applied first to accrued interest and then to the principal sum borrowed. If the cost of the additional work exceeds or is less than the estimate of Landlord, Tenant shall pay such excess to Landlord upon demand or Landlord shall promptly refund such overage as the case may be.

E. Notwithstanding anything to the contrary contained herein, Landlord reserves the absolute right to relocate the Demised Premises and the Common Areas from the locations shown on Exhibit "B", it being agreed by Landlord and Tenant that the purpose of Exhibit "B" is to show the approximate location of the Demised Premises, provided that the new locations of the Demised Premises and Common Areas shall be similar in dimension. The relocation of the Demised Premises hereunder shall not affect any other provision of this Lease. Landlord agrees to pay for any and all expenses incurred by Tenant in the event Landlord requests a relocation of the demised premises and the common areas from the locations shown in Exhibit B.

F. If Tenant fails to furnish any required plan, information (including, without limitation, any material, furnishing, equipment, color or other selection), approval or consent within the time period required and Tenant's failure to so do delays, or would delay the issuance of a certificate of occupancy for the Demised Premises, Landlord shall be entitled to provide such plan, information, approval or consent or make such selection on behalf of Tenant, using Landlord's reasonable judgment, to enable Landlord to complete the construction of the Demised Premises and obtain a certificate of occupancy. If Tenant thereafter requests any modification, deletion or addition to the Demised Premises, said work shall be performed by Landlord's contractor at Tenant's expense in accordance with Paragraph 3D hereof.

4. Rent.

A. Until adjusted pursuant to Paragraph 4D hereof, Tenant shall pay as rent for the Demised Premises the sum of Two hundred seventy-eight thousand one hundred forty-two and seventy cents (\$278,142.70) annually which is Eighteen Dollars and ten-cents (\$18.10) per square foot of rentable area (the "Annual Rental"). Such Annual Rental (as may be adjusted annually pursuant to Paragraph 4D hereof) shall be payable during the term hereof, in advance, in equal monthly installments. The first installment of Annual Rental shall be payable on the Rental Commencement Date and payment of Annual Rental shall continue to be payable on the first (1st) day of each successive month thereafter. Until otherwise adjusted pursuant to Paragraph 4D hereof, the monthly installments shall be Twenty-three thousand one hundred seventy-eight and fifty-six cents (\$23,178.56).

B. INTENTIONALLY DELETED.

C. If the Rental Commencement Date occurs on a day other than the first (1st) day of the month, Rent from the Rental Commencement Date until the first (1st) day of the following month shall be prorated (calculated on the basis of a thirty (30) day month) and shall be payable in advance of the Rental Commencement Date (and, in such event, the installment of Rent paid at execution hereof shall be applied to the Rent due for the first (1st) full calendar month of the term hereof).

D. The Annual Rental shall be adjusted annually on January 1st of each calendar year during the term hereof ("Adjustment Date") if the Index (as hereinafter defined) for the month which is two (2) months prior to the applicable Adjustment Date is greater than the Base Index (as hereinafter defined), which adjustment shall be made by application of the following formula:

(1) The Annual Rental immediately preceding the applicable Adjustment Date shall be multiplied by a fraction the numerator of which shall be the amount by which the Index for the month which is two (2) months prior to the applicable Adjustment Date exceeds the Index for the month which is fourteen (14) months prior to the applicable Adjustment Date and the denominator of which shall be the Base Index.

(2) The new Annual Rental beginning with the applicable Adjustment Date shall be the aggregate of (a) the Annual Rental for the previous calendar year; and (b) the product of the multiplication specified in Subparagraph D. (1) above, provided however that in no event shall the Annual Rental established pursuant to this Paragraph 4D be less than one hundred and three percent (103%) of the Annual Rental for the calendar year immediately preceding any applicable Adjustment Date.

(3) The Annual Rental established on each Adjustment Date shall continue in effect until again revised in accordance with the terms and conditions of this paragraph 4D.

(4) Lease Year, Index and Base Index are defined as follows:

(a) "Lease Year" shall mean the period of twelve full calendar months commencing on the Rental Commencement Date if the Rental Commencement Date is the first day of the month (otherwise, the period of twelve full calendar months commencing on the first day of the month next following the Rental Commencement Date) and each consecutive twelve month period thereafter.

(b) "Index" shall mean Consumer Price Index for Wage Earners & Clerical Workers (United States Average), all items, (1982-1984=100) published by the Bureau of Labor Statistics of the United States Department of Labor" or, in the event the Index is discontinued, such successor index as Landlord shall determine.

(c) the "Base Index" shall be the Index for the month which is two (2) months prior to the month in which the Rental Commencement Date occurs.

E. Adjustments to the Annual Rental under Paragraph 4D hereof shall be effective as of each applicable Adjustment Date. Tenant shall pay the Annual Rental so adjusted for each calendar year in twelve (12) equal monthly installments upon receipt of a written statement from Landlord ("Landlord's Statement of Annual Rental") setting forth (i) the new Annual Rental for the calendar year following the applicable Adjustment Date and (ii) the difference, if any, between the Annual Rental paid by Tenant on and after the applicable Adjustment Date and the amount of Annual Rental actually due from Tenant on and after any applicable Adjustment Date because of adjustments made in accordance with Paragraph 4D hereof. Tenant shall, immediately with the next installment of Rent due after receipt of Landlord's Statement of Annual Rental, begin to pay the new Annual Rental. Within ten (10) days after the receipt of such Landlord's Statement of Annual Rental, Tenant shall pay the full amount of any deficiency in the amounts of the monthly installments of Annual Rental theretofore made between the Adjustment Date and the date of receipt of Landlord's Statement of Annual Rental as set forth in Subparagraph (ii) of this Paragraph. Tenant shall not be in default under the terms of this Lease for failure to pay the full amount of Annual Rental, as newly adjusted under Paragraph 4D hereof, until Tenant has received Landlord's Statement of Annual Rental and has therefore failed to pay the installments of Annual Rental or any deficiency due as set forth under this Paragraph 4E. Nothing contained herein shall relieve Tenant of the responsibility to pay Annual Rental at the prior Lease Year's rate until such time as it has received Landlord's statement of the new Annual Rental.

F. INTENTIONALLY DELETED.

G. All sums payable by Tenant under this Lease, whether or not stated to be Annual Rental or Additional Rent, shall be collectible by Landlord as Rent, and in the event of a default in payment thereof, Landlord shall have the same rights and remedies as for a failure to pay Annual Rental (without prejudice to any other right or remedy available therefore).

H. If Landlord, at any time or times, shall accept said Rent after same shall become due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute, or be construed as, a waiver of any of Landlord's rights hereunder.

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5. Tenant shall not be responsible for the payment of electricity, janitorial service or any other operating expense unless specifically outlined herein.

6. INTENTIONALLY DELETED.

7. Tenant's Covenants. Tenant agrees, on behalf of itself, its employees and agents that it shall:

A. Comply at all times with any and all Federal, state, and local statutes, regulations, ordinances and other requirements of any applicable public authorities relating to its use and occupancy of the Demised Premises.

B. Give Landlord access to the Demised Premises upon a forty-eight (48) hour notice, without charge or diminution of Rent, to enable Landlord: (1) to examine the same and to make such repairs, additions and alterations as Landlord may be permitted to make hereunder or as Landlord may deem advisable to the Demised Premises or any other portion of the Property or any part thereof, and (2) upon reasonable notice, to show the Demised Premises to any prospective mortgagees and purchasers, and, during the six (6) months prior to expiration of the term to prospective tenants.

C. INTENTIONALLY DELETED.

D. Upon the termination of this Lease for any reason whatsoever, remove Tenant's goods and effects and those of any other person claiming under Tenant, and quit and deliver the Demised Premises to Landlord peaceably and quietly in as good order and condition as at the inception of the term of this Lease or as the same hereafter may be improved by Landlord or Tenant, reasonable use and wear thereof, damage from fire and other insured casualty and repairs which are Landlord's obligation excepted. Goods and effects not removed by Tenant at the termination of this Lease, however terminated, shall be considered abandoned and Landlord may dispose of or store the same as it deems expedient, the cost thereof to be charged to Tenant.

E. Not place signs on the Demised Premises except in accordance with sign criteria approved by Landlord. All signs shall be purchased and erected at Tenant's expense. Identification of Tenant and Tenant's location shall be provided by Landlord at Tenant's expense in a directory in the Building lobby.

F. Not overload, damage or deface the Demised Premises or do any act which might make void or voidable any insurance on the Demised Premises of the Building or the Property or which may render an increased or extra premium payable for insurance (and without prejudice to any right or remedy of Landlord regarding this Subparagraph, Landlord shall have the right to collect from Tenant, upon demand, any such increased or extra premium).

G. Not make any alteration of or addition to the Demised Premises without the prior written approval of Landlord. All such alterations and additions, as well as all fixtures, equipment, improvements and appurtenances installed in the Demised Premises (but excluding

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Tenant's trade fixtures) shall, upon installation, become and remain the property of Landlord and shall be maintained by Tenant during the term hereof and any renewals and extensions thereof, in the same good order and repair in which the Demised Premises are required to be maintained. Tenant shall, at the expiration of the term hereof, remove Tenant's trade fixtures and other personal property which can be removed without damage to the Demised Premises and shall likewise remove such other items as Landlord shall designate for removal by Tenant upon expiration of the term hereof (and in such case Tenant shall be obligated to restore any damage caused thereby). The construction of any such alterations and additions shall be performed at Tenant's expense. All alterations and additions to the Demised Premises shall be performed in accordance with plans and specifications therefore submitted to and approved by Landlord, in a good and workmanlike manner and in conformity with all building codes, laws, regulations, rules, ordinances and other requirements of all governmental or quasi-governmental authorities having jurisdiction.

H. Be able to install or authorize the installation of any coin operated vending machines.

I. Notwithstanding official capacity of Tenant, not bring any flammable, explosive or dangerous material or article onto the Property in violation of any applicable law, regulation, ordinance or to the extent that a common law nuisance would result.

J. Not violate Landlord's regulation that only persons approved from time to time by Landlord may prepare, solicit orders for, sell, serve or distribute foods or beverages in the Building, or use the elevators, corridors or common areas for any such purpose. Except with Landlord's prior written consent and in accordance with arrangements approved by Landlord, Tenant shall not permit on the Demised Premises the use of equipment for dispensing food or beverages or for the preparation, solicitation of orders for sale, serving or distribution of food or beverages.

K. INTENTIONALLY DELETED.

L. Notwithstanding official capacity of Tenant, not use, create, store, or permit any toxic or hazardous material anywhere on the Property. Tenant shall not dispose of any toxic or other hazardous waste through the plumbing system or drainage system of the Building or the Property, and Tenant shall not violate any requirement of any governmental agency, with respect to waste disposal. Tenant shall indemnify, defend and hold Landlord harmless from any and all expenses and other damages, including attorney's fees and costs incurred by Landlord, as a result of improper storage or handling of any hazardous materials or waste or any improper waste disposal by Tenant, which indemnification shall survive the expiration or earlier termination of this Lease.

M. As soon as is possible and at its expense, Tenant shall repair and restore any and all damages caused to the Demised Premises or the Property due to Tenant's improvements, installations, alterations, additions or other work conducted by Tenant within the Demised Premises, and Tenant shall restore the Property to the condition existing prior to improvement, installations, alterations, additions or other work conducted by Tenant within the Demised Premises.

N. Comply with the rules and regulations as initially set forth on Exhibit "E" which is attached hereto and incorporated herein, and comply with such other rules and regulations as Landlord may establish, and from time to time amend, for the general safety, comfort and convenience of Landlord, occupants and tenants of the Building.

O. INTENTIONALLY DELETED.

P. Not install or operate in the Demised Premises any electrically operated equipment or other machinery, including computers, requiring more than three-phase, 240 Volt electrical service and normally used in modern offices, or any plumbing fixtures, without first obtaining the prior written consent of Landlord. Tenant shall not install any equipment of any kind or nature whatsoever which would or might necessitate any changes, replacements or additions to the structural system, water system, plumbing system, heating system, air conditioning system or the electrical system servicing the Demised Premises or any other portion of Building without the prior written consent of Landlord, and in the event such consent is granted, such replacements, changes or additions shall be paid for by Tenant.

8. Services. Landlord agrees that it shall:

A. Provide self service passenger elevator service to all floors in the Building above the ground floor. Access to the Demised Premises shall at all times be subject to compliance with such security measures as shall be in effect for the Building.

B. Provide janitorial service to the leased space and Parking Facilities as are customarily provided in first class office buildings in Palm Beach County, Florida.

C. Subject to the provisions of paragraphs 12 and 15 hereof, make all necessary repairs of damage to the Leased Areas, equipment used to provide services specified herein and to the roof, outside walls and structural members of the Building and Parking Facilities. In the event that any repair is required by reason of the negligence or abuse of Tenant or its agents, employees or invitees, or of any other person entering the Building with Tenant's consent, express or implied, Landlord may make such repair and add the cost thereof to the first installment of Rent which will thereafter become due.

D. Furnish the Demised Premises of the Property with electric service for lighting and normal office use. Furnish the Demised Premises with heating or air conditioning as needed (24 hours/7 days per week), excluding federal and State of Florida holidays.

9. Subletting and Assigning. Tenant shall not assign, mortgage or otherwise transfer or encumber this Lease or any portion of Tenant's interest herein, or sublet all or any portion of the Demised Premises without first obtaining Landlord's prior written consent thereto, which the parties agree may be withheld for any reason whatsoever in Landlord's sole and absolute discretion. If Landlord consents to any given assignment or subletting, such consent will not be deemed a consent to any further subletting or assignment. Any attempted

assignment, mortgage, sublease or other encumbrance of the Demised Premises in violation of this paragraph shall be null void. If Landlord consents to any subletting or assignment, it shall nevertheless be a condition to the effectiveness thereof that a fully executed copy of the sublease or assignment be furnished to Landlord and that any assignee assume in writing all obligations of Tenant hereunder. Notwithstanding any consent by Landlord to any subletting or assignment, in the event of any subletting or assignment of the Demised Premises, Tenant shall remain liable for all of the obligations of Tenant set forth herein. The transfer by Tenant of a controlling interest in the Tenant entity (with a controlling interest being defined as follows: If the Tenant entity is a corporation, a controlling interest shall be defined as the percentage of shares, or the voting rights to said shares, which control the making of major decisions in accordance with the Articles of Incorporation and Bylaws of the subject corporation. If the Tenant entity is a partnership or joint venture, a controlling interest shall be defined as the percentage of partnership interests or voting interests which control the major decision making of the partnership or venture in accordance with the partnership agreement or joint venture agreement. If the Tenant entity is a limited partnership, a controlling interest shall be defined as a general partnership interest or the percentage of limited partnership interests required to control major decision making in accordance with the terms of the limited partnership agreement) shall be deemed an assignment of this Lease requiring the consent of Landlord as specified above.

10. Indemnification; Waiver of Liability.

A. Tenant agrees to indemnify, defend and save harmless Landlord and its building manager and their officers, employees, agents and independent contractors, from any and all suits, actions, damages, liability and expenses (including reasonable attorney's fees and costs) in connection with loss of income, loss of life, bodily or personal injury or property damage in or about the Demised Premises arising from any cause whatsoever unless such loss of life, injury, or property damage is the result of the willful and gross negligence of Landlord, its building manager, or their officers, employees, agents and independent contractors.

B. Tenant agrees to indemnify, defend and hold Landlord and its building manager, and their employees, officers, agents and independent contractors harmless of and from any and all loss, liability or expense including, without limitation, reasonable attorney's fees and costs incurred by Landlord in connection with any failure of Tenant to fully perform its obligations under this Lease, and in connection with any personal injury or damage to or loss of property of any type or nature resulting out of Tenant's use of the Property, or caused by the negligence, misconduct or breach of this Lease by Tenant, its employees, subtenants, invitees, contractors, sub-contractors, or any other person entering the Property under express or implied invitation of Tenant.

C. Landlord agrees to indemnify, defend and save harmless Tenant and its officers, employees, agents and independent contractors, from any and all suits, actions, damages, liability and expenses (including reasonable attorney's fees and costs) in connection with loss of income, loss of life, bodily or personal injury or property damage in or about the common

areas of the Building arising from any cause whatsoever unless such loss of life, injury, or property damage is the result of the willful and gross negligence of Tenant, its officers, employees, agents and independent contractors.

D. Landlord agrees to indemnify, defend and hold Tenant and its employees, officers, agents and independent contractors harmless of and from any and all loss, liability or expense including, without limitation, reasonable attorney's fees and costs incurred by Tenant in connection with any failure of Landlord to fully perform its obligations under this Lease, and in connection with any personal injury or damage to or loss of property of any type or nature resulting out of Landlord's use of the Property, or caused by the negligence, misconduct or breach of this Lease by Landlord, its employees, subtenants, invitees, contractors, sub-contractors, or any other person entering the Property under express or implied invitation of Landlord.

E. Nothing contained herein shall be construed or interpreted against Tenant as a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

11. Public Liability and Business Interruption Insurance.

A. Tenant, at its own cost and expense, shall obtain and maintain in full force and effect during the original term hereof, and any extensions or renewals, single limit public liability and property damage insurance in an amount at least equal to One Million Dollars (\$1,000,000.00) or such other amounts as Landlord may reasonably require from time to time, upon thirty (30) days prior written notice.

B. Tenant agrees to carry full replacement cost all risk and fire and extended coverage insurance in form satisfactory to Landlord on all improvements to the Demised Premises. Tenant also agrees to carry such all risk insurance coverage Tenant's fixtures, furnishings, wall coverings, carpeting, drapes, equipment and all other items of personal property of Tenant located on or within the Demised Premises.

C. Tenant shall name the Landlord as an additional insured on its respective public liability insurance policies, and shall include an endorsement providing that such policies will not be cancelled or amended until after thirty (30) days' prior notice to the other. All such policies of insurance shall be issued by a finally responsible company or companies satisfactory to Landlord and authorized to issue such policy or policies, and licensed to do business in the State of Florida. Tenant shall provide Landlord with duplicate originals of such insurance on or prior to the Rental Commencement Date, together with evidence of paid-up premiums, and shall further provide to each other renewals thereof at least fifteen (15) days prior to expiration of any such policies.

D. Tenant shall obtain and maintain in full force and effect during the original term hereof, and any extensions or renewals business interruption insurance payable in case of loss resulting from damage to the Demised Premises or the Building by fire or other casualty. Such insurance shall be maintain in an amount not less than the sum of Annual Rental and

additional rent coming due for the then current calendar year as estimated by Landlord.

12. Fire or Other Casualty. In case of damage to the Demised Premises by fire or other casualty, Tenant shall promptly give notice thereof to Landlord. In case of damage to the Building, the Demised Premises or the Parking Facilities by fire or other casualty, Landlord shall, unless Landlord elects to terminate this Lease as described below, and subject to the rights of the holders of Mortgages on the Property, thereupon undertake the repair and restoration of: (a) the Building to substantially the same condition as existed prior to the casualty; provided that Landlord is not obligated to restore any portion of the Building or Parking Facilities not necessary for Tenant's use of the Demised Premises (hereinafter the "Excluded Area"); and (b) the Demised Premises, to substantially the condition in which Landlord was obligated to deliver the Demised Premises to Tenant on the Rental Commencement Date, at the expense of Landlord, subject to delays which may arise by reason of adjustment of loss under insurance policies and for delays beyond the reasonable control of Landlord; provided, however, that Landlord shall not be obligated to restore the Demised Premises if adequate insurance proceeds are not available to Landlord to complete such work. The Annual Rent payable by Tenant hereunder shall be equitably apportioned during the period of Landlord's repair and/or restoration of the Demised Premises in accordance with the portion of the Demised Premises which has been rendered untenable. If Landlord elects to make such repairs, Tenant shall, within thirty (30) days after completion by Landlord of such repair or restoration, at Tenant's sole cost and expense, commence to repair or restore the remainder of the Demised Premises to the condition it was in prior to such fire or casualty, (which work shall be completed by Tenant within one hundred twenty (120) days of commencement.) In the event that Landlord, in Landlord's discretion, shall decide not to repair or rebuild the Demised Premises, the Building or the Parking Facilities, Landlord shall deliver written notice to Tenant of its election to terminate this Lease within ninety (90) days after Landlord is notified of the casualty, and this Lease shall terminate as of the date specified in such notice which date shall not be more than ninety (90) days thereafter, and the Rent (taking into account any apportionment as aforesaid) shall be adjusted to the termination date. Tenant shall thereupon promptly vacate the Demised Premises.

13. Increase in Premiums. Tenant shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect to the Property or the Demised Premises or use or occupy the property or the Demised Premises or conduct or operate Tenant's business in any manner objectionable to insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Demised Premises or any part thereof shall become void or suspended or whereby any premiums in respect of insurance maintained by Landlord shall be higher than those which would normally have been in effect for the occupancy contemplated under the permitted uses. In case of a breach of this covenant, in addition to all other rights and remedies of Landlord hereunder, Tenant shall (a) indemnify Landlord and hold Landlord harmless from and against any loss which would have been covered by insurance which shall become void or suspended because of such breach by Tenant, and (b) pay to Landlord any and all increase of premiums on any insurance, including, without limitation, rent insurance, resulting from any such breach.

14. Waiver of Subrogation. Landlord and Tenant waive, unless said waiver should invalidate any insurance required or permitted hereunder, their right to recover damages against each other for any reason whatsoever to the extent the damaged party recovers indemnity in full from its insurance carrier. Any insurance policy procured by either Tenant or Landlord which does not name the other as a named insured shall, if obtainable at no extra cost, contain an express waiver of any right of subrogation by the insurance company, including but not limited to Tenant's worker's compensation carrier, against Landlord or Tenant, whichever the case may be. All public liability and property damage policies shall contain an endorsement that Landlord should be listed as an additional insured, and shall nevertheless be entitled to recover for damages caused by the willful misconduct or negligence of Tenant.

15. Eminent Domain.

A. If the whole of the Property, or the whole of the Demised Premises shall be taken or condemned for a public or quasi-public use under any law, ordinance or regulation, or by right of eminent domain or private purchase in lieu thereof by any competent authority, this Lease shall terminate and Rent shall abate for the unexpired portion of the term of this Lease as of the date the right to possession shall vest in the condemning authority.

B. If part of the Demised Premises shall be acquired or condemned as aforesaid, said, and such acquisition or condemnation shall render the remaining portion unsuitable for the business of Tenant (in the reasonable opinion of Landlord), the term of this Lease shall cease and terminate as provided in Paragraph 15 (A) hereof, provided however, that diminution of rentable area shall not in and of itself be conclusive as to whether the portion of the Demised Premises remaining after such acquisition is unsuitable for Tenant's business. If such partial taking is not extensive enough to render the Demised Premises unsuitable for the business of Tenant, this Lease shall continue in full force and effect except that the Annual Rental shall be reduced in the same proportion that the rentable area of the Demised Premises taken bears to the rentable area demised. Subject to the rights of any mortgagee of Landlord's estate, Landlord shall, upon receipt of the net condemnation award, make all necessary repairs or alterations to the Building so as to render the portion of the Building not taken a complete architectural unit, but Landlord shall in no event be required to spend for such work an amount in excess of the net amount received by Landlord as damages for the part of the Building so taken. "Net amount received by Landlord" shall mean that portion of the condemnation award in excess of any sums required to be paid by Landlord to the holder of any mortgage on the property so condemned, and all expenses and legal fees incurred by Landlord in connection with the condemnation proceeding.

C. If part of the Building, but no part of the Demised Premises, is taken or condemned as aforesaid, and, in the reasonable opinion of Landlord, such partial acquisition or condemnation shall render Landlord unable to comply with its obligations under this Lease, or shall render the Demised Premises unsuitable for the business of Tenant, the term of the Lease shall cease and terminate as provided in Paragraph 17A hereof, by Landlord sending notice to such effect to Tenant, whereupon Tenant shall immediately vacate the Demised Premises.

D. In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, Tenant and Landlord shall not be entitled to any part of the award on a pro rata basis.

16. Events of Default. Each of the following events shall constitute an Event of Default under this Lease:

A. If Tenant fails to pay Rent or any other sum within ten (10) days of the date due.

B. If Tenant fails to perform or observe any of the other covenants, terms or conditions contained in this Lease within thirty (30) days after written notice thereof by Landlord; or

C. If a receiver or trustee is appointed to take possession of all or a substantial portion of the assets of Tenant and such receiver or trustee is not dismissed within sixty (60) days; or

D. If Tenant makes an assignment for the benefit of creditors; or

E. If any bankruptcy, reorganization, insolvency, creditor adjustment or debt rehabilitation proceedings are instituted by or against Tenant under any state or federal law and the same are not dismissed within thirty (30) days; or

F. If levy, execution, or attachment proceedings or other process of law are commenced upon, on or against Tenant or a substantial portion of Tenant's assets and the same are not dismissed within thirty (30) days; or

G. If a liquidator, receiver, custodian, sequester, conservator, trustee, or other similar judicial officer is applied for by Tenant; or

H. If Tenant becomes insolvent in the bankruptcy or equity sense; or

I. If the Demised Premises are vacated, abandoned or deserted during the term hereof or Tenant removes or manifests an intention to remove its goods and property from the Demised Premises.

17. Remedies.

A. If Tenant fails to pay Annual Rental, or any other sum payable to Landlord hereunder within 10 days of due date, Tenant shall pay a late charge in the amount of five percent (5%) of the amount of the delinquent payment plus interest accruing on the unpaid sums from the date such sums are due at a rate equal to the greater of (a) twelve percent (12%) per annum or (b) three percent (3%) per annum in excess of the rate of interest paid by Landlord on sums borrowed by Landlord (the "Late Charge"). The Late Charge shall be Additional Rent under the terms of this Lease. In no event however shall any interest or other charge on any delinquent payments exceed the amount allowed to be charged under the usury laws of the State of Florida, it being acknowledged and agreed that any amount in excess of such limitation shall be refunded to Tenant by Landlord by means of a credit against the next installment(s) of Rent coming due hereunder, or if no such Rent payments remain to be paid, then the excess shall be refunded in cash. The Late Charge shall be in addition to, and shall not in any way limit any other rights or remedies available to Landlord under the terms of this Lease or at law and in equity.

B. Upon the occurrence of an Event of Default, and after notice to Tenant Landlord may, use all remedies available by law and in equity to recover the premises and recover any payments as due.

C. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy herein or by law provided but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

D. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord, in its sole and absolute discretion, shall have the right to seek an injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for in law or in equity.

E. No waiver by Landlord of any breach by Tenant of any of Tenant's obligations, agreements or covenants herein shall be a waiver of any subsequent breach or of any obligation, agreement or covenant, nor shall any forbearance by Landlord to seek a remedy for any breach by Tenant be a waiver by Landlord of any rights and remedies with respect to such or any subsequent breach.

F. If Tenant defaults under any of the covenants or provisions of this Lease, Landlord, in its sole and absolute discretion and in addition to any other available rights or remedies, may elect to cure Tenant's default in which event any sums advanced and any costs incurred by Landlord in curing such default shall be due and payable by Tenant to Landlord upon demand together with interest at the prime rate as published by the Wall Street Journal thereon from the date the sums are advanced or the costs are incurred until paid to Landlord.

18. Quiet Enjoyment. Upon paying the Rent, and upon Tenant's observance and keeping of all the covenants, agreements and conditions of this Lease, Tenant shall quietly have and enjoy the Demised Premises during the term of this Lease without hindrance or molestation by anyone claiming by or through Landlord; subject, however, to the terms, exceptions, reservations and conditions of this Lease.

19. No Waiver. The failure of either party to insist in any one or more instances upon the strict performance of any one or more agreements, terms, covenants, conditions, or obligations of this Lease, or to exercise any right, remedy or election therein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such right, remedy or election, with respect to any subsequent breach, act, or omission. The manner of enforcement or the failure of Landlord to enforce any of the covenants, conditions, rules and regulations set forth herein or hereafter adopted, against any tenant in the Building shall not be deemed a waiver of any such covenants, conditions, rules and regulations.

20. Certification Letter.

A. Within ten (10) days after written request from Landlord from time to time, Tenant shall execute and deliver to Landlord, or Landlord's designee, a written statement certifying, (i) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (ii) the amount of Annual Rent and the date to which Annual Rent and Additional Rent have been paid in advance; and (iii) at Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default; (iv) the amount of security deposit landlord is holding and (v) any options to renew or purchase that tenant may have.

21. Notices. Any notices given or required to be given to Landlord shall be sent or personally delivered to 450 Seventh Avenue, 45th Floor, New York, New York 10123, and any notices given or required to be given to Tenant shall be sent or personally delivered to Tenant at City of Riviera Beach, Florida, 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404. Notices shall be deemed given when deposited in the U.S. Mail, postage prepaid and correctly addressed, certified or registered mail to the respective parties, or when personally delivered.

22. Holding Over. Should Tenant continue to occupy the Demised Premises after expiration of the term of this Lease or any renewals thereof, or after a forfeiture incurred such tenancy shall (without limitation on any of Landlord's rights or remedies therefore) be one at sufferance from month to month at a monthly rent equal to twice the rent payable for the previous month of the term of this Lease, unless the parties are in final negotiations to renew the lease. In that event, the Tenant will not have to pay twice the rent.

23. Definitions of Landlord and Tenant.

A. The word "Tenant" as used in this Lease shall be construed to mean tenants in all cases where there is more than one tenant, and the necessary grammatical changes required to make the provisions hereof apply to corporations, partnerships, governmental entities or agencies, limited liability companies, or individuals, men or women,

shall in all cases be assumed as through in each case fully expressed. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Tenant and its heirs, legal representatives, successors and assigns, provided that this Lease shall not inure to the benefit of any assignee, heir, legal representative, transferee or successor of Tenant except upon the express written consent or election of Landlord, except as herein otherwise provided.

B. The term "Landlord" as used in this Lease shall mean the fee owner of the Property or, if different, the party holding and exercising the right, as against all others (except space tenants of Building) to possession of the entire Property.

24. Entirety of contractual agreement. The Lease and all Amendments and Exhibits set forth all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, conditions, or understandings either oral or written between them other than herein set forth.

25. Prior Agreements; Amendments. Neither party hereto has made any representations or promises except as contained herein. No agreement hereinafter made shall be effective to change, modify, discharge or effect an abandonment of this Lease, in whole or in unless such agreement is in writing and signed by the party against whom enforcement of change, modification, discharge or abandonment is sought.

26. Captions. The captions of the Paragraphs in this Lease are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof.

27. Construction of Lease. If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

27A. Venue. This Lease and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County, Florida.

28. Construction Liens, etc.

A. Tenant shall comply with the Construction Lien Law of the State of Florida, as set forth in Florida Statutes, Chapter 713. Tenant will not create or permit to be created or remain as a result of any action or work done or contracted for by Tenant, and will discharge, any lien, encumbrance or charge (levied on account of any imposition or any mechanic's, laborer's or materialman's lien) which might be or become a lien, encumbrance or charge upon the Property, the Demised Premises or any part thereof or the income therefrom, whether or not the same shall have any priority or preference over or ranking on a parity with the estate, rights and interest of Landlord in the Property, the Demised Premises or any part thereof, or the income therefrom, and Tenant will not suffer any other matter or thing whereby the estate, right and interest of Landlord in the Property, the Demised Premises or any part thereof might be impaired; provided that any mechanic's, laborer's or materialman's lien may be discharged in accordance with Subparagraph B of this Paragraph 28.

B. If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Building, the Demised Premises or any part thereof as a result of any action or work done on behalf of or contracted for by Tenant, Tenant, within thirty (30) days after notice of the filing thereof, will cause it to be discharged of record by payment, deposit, bond, order of the court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge it either by paying the amount claimed to be due or by transferring same to security, and in any such event, Landlord shall be entitled, if Landlord so elects, to compel prosecution of any action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest costs and allowances. Any amount so paid by Landlord and all costs, expenses, and fees including attorneys' fees, incurred by Landlord in connection with any mechanic's, laborer's or materialman's lien, whether or to the same has been discharged of record by payment, deposit, bond order of the court of competent jurisdiction or otherwise, together with interest thereon, at the maximum rate permitted by law, from the respective dates of Landlord's making of the payments and incurring of the costs and expenses, shall constitute Additional Rent payable by Tenant to Landlord upon demand.

C. Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any alteration, addition, improvement or repair to the Property, the Demised Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Property, the Demised Premises or any part thereof, nor to subject Landlord's estate in the Property to liability under the Mechanic's Lien Law of the State of Florida in any way, it being expressly understood that Landlord's estate shall not be subject to any such liability.

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D. Notwithstanding any provision to the contrary set forth in this Lease, it is expressly understood and agreed that the interest of the Landlord shall not be subject to liens for improvements made by Tenant in and to the Demised Premises, Tenant shall notify each and every contractor making any such improvements of the provision set forth in the preceding sentence of this Paragraph. The parties agree to execute, acknowledge and deliver to Landlord without charge a Mechanics Lien Notice, in recordable form, containing a confirmation that the interest of the Landlord shall not be subject to liens for improvements made by Tenant to the Property or the Demised Premises.

29. Certain Rights Reserved to Landlord. Landlord reserves the following rights:

A. Building Name. To name the Building and to change the name or street address of the Building.

B. Exterior Signs. To install and maintain a sign or signs on the exterior of the Building and on the Property outside of the Building.

C. Redecoration. During the last ninety (90) days of the term, if during or prior to that time Tenant has vacated the Demised Premises, to decorate, remodel, repair, alter or otherwise prepare the Demised Premises for reoccupancy, without affecting Tenant's obligation to pay Annual Rental, Additional Rent and all other sums due under the terms of this Lease.

D. INTENTIONALLY DELETED.

E. Adjoining Areas. Upon notice to Tenant the use and reasonable access thereto through the Demised Premises for the purposes of operation, maintenance, decoration and repair of all walls, windows and doors bounding the Demised Premises (including exterior walls of the Building, core corridor walls and doors and any core corridor entrance) except the inside surface thereof, any terraces or roofs adjacent to the Demised Premises and any space in or adjacent to the Demised Premises used for shafts, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other facilities are reserved to Landlord.

F. Common Areas and Parking Facilities. The exclusive right to manage the Common Areas and the Parking Facilities, not expressly preserved/designated as secured area for Tenant.

30. INTENTIONALLY DELETED.

31. Rules and Regulations. Tenant covenants and agrees that it shall comply with and observe all nondiscriminatory, uniformly applied reasonable rules and regulations ("Rules and Regulations") which Landlord shall promulgate for the management and use of the Demised Premises, the Building and the Parking Facilities. Landlord's Rules and Regulations are set forth on Exhibit "E" attached hereto and made a part hereof.

32. INTENTIONALLY DELETED.

33. 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 unit.

34. No Option. The submission of this Lease to Tenant for examination does not constitute a reservation of or option for the Demised Premises and this Lease becomes effective as a lease only upon execution and delivery thereof by the Landlord and Tenant.

35. Force Majeure. Notwithstanding anything to the contrary contained herein, Landlord shall not be deemed in default with respect to the delivery of the Demised Premises or any other obligation of Landlord, hereunder, if Landlord's inability to perform is due to any strike, lockout, civil commotion, warlike operation, invasion, rebellion, hostilities, military or usurped power, governmental regulation, moratoriums or controls, acts of God or any other cause beyond the control of Landlord, provided that such cause is not due to the willful act or negligence of Landlord.

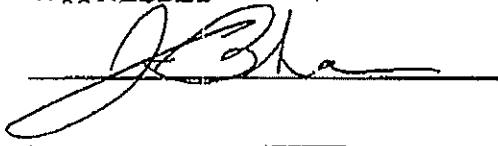
36. No Recording. Landlord and Tenant acknowledge and agree that neither this Lease nor any Memorandum of Lease shall be recorded in any Public Records, except at Landlord's option which shall be exercised at Landlord's sole discretion.

37. Conversion to Condominium. Landlord shall be entitled, in its sole and absolute discretion, to convert the ownership of the Property or any portion thereof to the condominium form of ownership as provided for under the Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the day and year first aforesaid.

Signed, sealed and delivered
in the presence of:

WITNESSES

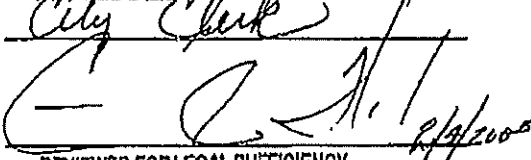


LANDLORD:

The Port Chester, LP

By: 
David Braka

WITNESSES




REVIEWED FOR LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

TENANT:

City of Riviera Beach, Florida

By: 

William E. Wilkins
City Manager

DATE: 2/4/05

EXHIBIT "A"

Location Address: 2051 MARTIN LUTHER KING BLV
Municipality: RIVIERA BEACH
Parcel Control Number: 56-43-42-31-06-001-0000
Subdivision: BIG H & SONS SALES & STORAGE FACILITY
Official Records Book: 07983 **Page:** 0246 **Sale Date:** Nov-1993
Legal Description: BIG H & SONS SALES & STORAGE FACILITY ALL OF
PLAT (LESS ELY 80 FT & TRGLR COR CONGRESS AVE
R/W)

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EXHIBIT "C"**Parking Space Schedule**

Tenant shall be entitled to the non-exclusive use of any and all parking spaces serving the Building along with all other tenants of the Building. Landlord reserves the right to designate areas for parking of certain tenants, their employees and customers. Landlord will provide security for the parking facilities at such times as deemed appropriate using reasonable judgment but shall have no liability to Tenant, its employees, agents, licensees or invitees for any damages to or loss of vehicles, automobiles, or accessories, or the contents thereof, caused by fire, theft, collision or any other cause whatsoever, except for negligence on the part of the Landlord, its assigns, guests or agents.

Landlord acknowledges and agrees that there shall be no charge for the use of the parking spaces by Tenant or its guests or invitees, as that term is defined in the Lease.

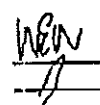


EXHIBIT "D"

Cleaning Specifications

All Areas will be cleaned as necessary in order to maintain the same to the standards of a first class office building in Palm Beach County, Florida. All cleaning of areas shall be coordinated by the Management Company employed by Landlord.

The schedule of janitorial services will be mutually agreed upon between Landlord and Tenant. Landlord is to provide Tenant with proof of background check for all janitorial personnel providing service in the leased area.

EXHIBIT "E"**Rules and Regulations**

BUILDING RULES AND REGULATIONS. Tenant and its employees, agents, licensees and invitees shall faithfully observe and comply with the following Rules and Regulations and all reasonable modifications of any additions thereto from time to time put into effect by Landlord. Landlord shall not be responsible to Tenant for the nonperformance of any said Rules and Regulations by any other tenant or occupant of the Building.

1. **ADVERTISING.** Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's opinion tends to impair the reputation of the Building or its desirability as an office building, and upon written notice from Landlord, Tenant promptly shall refrain from or discontinue such advertising. Without limiting the foregoing, no advertising or notices shall be permitted in the windows or common areas of the Building.

2. **ANIMALS.** Except as in use in an official capacity, Tenant shall not bring any animals or birds into the Building.

3. **BICYCLE.** Except as in use in an official capacity, Tenant shall not permit any type of vehicle including bicycles, inside or on the sidewalks outside the Building except in areas designated from time to time by Landlord for such purposes.

4. **DANGEROUS OR IMMORAL ACTIVITIES.** Tenant shall not make any use of the Demised Premises which involves the danger of injury to person or property nor shall the same be used for any immoral use,

5. **DELIVERIES.** Tenant shall ensure that deliveries of materials and supplies to the Demised Premises are made through such entrances, elevators and corridors and at such times as may from time to time be designated by Landlord, and shall promptly pay or cause to be paid to Landlord the cost of repairing any damage to the Building caused by any person making such deliveries.

6. **INTENTIONALLY DELETED**

7. **LOADING, UNLOADING AND MOVING.**

A. The delivery and shipping of merchandise, supplies, fixtures, and other materials or goods of whatsoever nature to or from the Demised Premises and all loading, unloading and handling thereof shall be done only at such times, in such areas, by such means and through such elevators, entrances, halls and corridors as are designated by Landlord.

B. Landlord accepts no liability and Tenant hereby releases Landlord of all liability with respect to the operation of delivery facilities for the Building, or the adequacy thereof, or of the acts or omissions of any person or persons engaged in the operation thereof, or in the acceptance, holding, handling or dispatch, or any error, negligence or delay therein.

8. **OBSTRUCTIONS.** Tenant shall not obstruct or place anything in or on the sidewalks or driveways outside the Building or in the lobbies, corridors, stairwells or other common areas of the Building, or use such locations for any purpose except access to and exit from the Demised Premises without Landlord's prior written consent. Landlord may remove at Tenant's expense any such obstruction or item (unauthorized by Landlord) without notice or obligation to Tenant. Additionally, Tenant shall not permit its employees, agents, invitees, or customers to loiter, sleep, assemble or congregate within any common areas or grounds of the Building.

9. **ODORS.** Tenant shall not permit any odors of cooking or other processes, or any unusual or other objectionable odors to permeate in or emanate from the Demised Premises.

10. **PARKING.** Tenant shall ensure that its employees, customers, clients, guests, invitees and licensees comply with the following parking regulations, and acknowledges that such regulations shall be strictly enforced by Landlord.

A. All service vehicles (including those engaged in deliveries, loading and unloading) must park only in the designated service parking area. Parking in the service parking area shall be limited to a maximum of one (1) hour, provided, however, that a tenant may make arrangements with the Landlord for longer parking periods when moving in or moving out of the Building.

B. **INTENTIONALLY DELETED**

C. In the event of any violation of the parking regulations, Landlord shall have the right to post a notice of violation on the offending vehicle and to tow the offending vehicle (regardless of whether the vehicle is owned by a Tenant or any party, including any employee, customer, client, invitee or licensee of a Tenant), and to charge the expense thereof to the applicable Tenant as Additional Rent. In the event of continued violations of these Regulations, and after notice to the Tenant, the Landlord may assess a charge of twenty dollars (\$20.00) against the Tenant for each violation, which shall be payable as additional rent.

11. **PROPER CONDUCT.** Tenant, its employees and invitees, shall not conduct themselves in any manner which is inconsistent with the character of the Building as a first quality Building or which will impair the comfort and convenience of other tenants in the Building.

12. **PERSONAL USE OF PREMISES.** The Demised Premises shall not be used or permitted to be used for residential, lodging or sleeping purposes, or for the storage of personal effects or property not required for business purposes.

13. **REFUSE.** Tenant shall place all refuse in proper receptacles provided by Tenant at its expense in the Demised Premises, or in receptacles (if any) provided by Landlord for the Building, and shall keep sidewalks and driveways outside the Building, and lobbies, corridors, stairwells, ducts and shafts of the Building free of all refuse.

14. **SIGNS.** See Lease Provisions.
15. **SOLICITATIONS.** Landlord reserves the right to prohibit canvassing, soliciting or peddling in the Building but shall not be in any manner liable for any such acts within or about the Building.
16. **WATER FIXTURES.** Tenant shall not use water fixtures for any purposes for which they are not intended, nor shall water be wasted by tampering with such fixtures. Any cost or damage resulting from such misuse by Tenant shall be paid for by Tenant.
17. **WINDOWS.** The Tenant acknowledges the importance of the exterior glass to the architectural integrity of the Building, and agrees to observe Landlord's rules with respect to maintaining at all windows in the Demised Premises so that the Building presents a uniform exterior appearance. Tenant shall not install any window shades, drapes, covers or other materials on or at any window in the Demised Premises without Landlord's prior consent. Landlord shall have the right to approve the color, design and all materials of window treatments. Further, no window treatments which may be installed by Landlord shall be removed or altered by Tenant.
18. **PUBLIC ACCESS.** Landlord reserves the right at all times to exclude the general public from the Building upon such days and at such hours as in Landlord's sole judgment will be in the best interest of the Building and its tenants.
19. **WIRES.** See Lease Provisions.
20. **LOCKS.** No lock or similar devices shall be attached to any door or window in the Demised Premises without Landlord's prior written consent. In the event Tenant installs locks incompatible with the Building Master Locking System:
- A. Landlord without abatement of Rent, shall be relieved of any obligation to provide any service whatsoever to areas so restricted;
 - B. Tenant shall indemnify Landlord against any expense as a result of forced entry into any areas so restricted which may be required in an emergency;
 - C. Tenant shall at the end of the term remove such locks at Tenant's expense.

EXHIBIT "F"REMEDIES/RIGHTS OF TENANT

Upon the occurrence of breach of lease Tenant may, at any time thereafter, and in addition to any other available rights or remedies at law or in equity, elect any one or more of the following remedies:

1. Terminate the lease and sue.
2. Terminate the lease and seek monetary remuneration in Court for whatever damages Tenant might have sustained.
3. No right or remedy herein conferred upon or reserved to Tenant is intended to be exclusive of any other right or remedy herein or by law provided but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.
4. In the event of a breach or threatened breach by Landlord of any of the covenants or provisions hereof, Tenant, in its sole and absolute discretion, shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if summary proceedings and other remedies were not herein provided for in law or in equity.
5. No waiver by Tenant of any breach by Landlord of any of Landlord's obligations, agreements or covenants herein shall be a waiver of any subsequent breach or of any obligation, agreement or covenant, nor shall any forbearance by Tenant to seek a remedy for any breach by Landlord be a waiver by Tenant of any rights and remedies with respect to such or any subsequent breach.
6. Exclusive rights to control access for the secured areas.

WEN

Exhibit "G"

List of Building Changes

1. Create a doorway at the hallway south of the elevators;
2. Create a doorway west of the bathrooms;
3. Create a high-top counter in an "L" shape in the Code Enforcement area, with secure glass barrier on counter top to ceiling;
4. Create a doorway at the hallway opening leading from Code Enforcement;
5. Fence the rear area of the parking lot for vehicles that remain on the premises after hours, approximately 16 spaces;
6. Secure the east side fire exit area from other tenants;
7. Reverse the door hinges on the east door entering from fire escape stairway, with a push bar release;
8. Secure the west side fire exit area from other tenants;
9. Change the configurations of the alarm system to zones for each individual City Division;
10. Re-key and/or change the locks on all doors;
11. Provide a list of doors that automatically open with a power failure.