

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA
CASE NUMBER:

PARK CENTER PROPERTIES, LLC,
a Florida limited liability company,

Plaintiff,

v.

CHRISTIAN CARE COUNSELING
CENTER, INC., a Florida dissolved
corporation; IGLESIA DE DIOS
MISIONERA, INC., a Florida dissolved
corporation, and JUAN CARLOS
AMESTY, individually,

Defendants.

COMPLAINT

COMES NOW the Plaintiff, PARK CENTER PROPERTIES, LLC, a Florida limited liability company (hereinafter, "PARK CENTER"), by and through its undersigned counsel, and sues Defendants, CHRISTIAN CARE COUNSELING CENTER, INC., a Florida dissolved corporation (hereinafter "CHRISTIAN CARE"); IGLESIA DE DIOS MISIONERA, INC., a Florida dissolved corporation (hereinafter "IGLESIA"), and JUAN CARLOS AMESTY (hereinafter "AMESTY"), individually, and alleges as follows:

1. This is an action for damages in excess of \$15,000.00.

2. PARK CENTER is a Florida limited liability company with its principal place of business located in Orange County, Florida. At all times material, PARK CENTER is and was authorized to transact business in the State of Florida.

3. CHRISTIAN CARE is a Florida corporation that was administratively dissolved on September 23, 2011 for failure to file its annual statement. CHRISTIAN CARE's last principal place of business was located in Orange County, Florida.

4. IGLESIA is a Florida corporation that was administratively dissolved on September 24, 2010 for failure to file its annual statement. IGLESIA's last principal place of business was located in Orange County, Florida.

5. AMESTY is an individual residing in Orange County, Florida. At all times material hereto, AMESTY was the president of CHRISTIAN CARE and a director of IGLESIA.

6. At all times material, PARK CENTER was the owner and lessor of the premises located in Orange County, Florida and more particularly described as: 3405 and 3401 Lake Breeze Road, Orlando, Florida.

7. On or about July 28, 2004, CHRISTIAN CARE entered into a Lease Agreement with Park Center Properties, a New York Partnership to lease the premises located at 3401 Lake Breeze Road, Orlando, Florida. On or about December 12, 2006, CHRISTIAN CARE and Park Center Properties, a New York

Partnership executed a Lease Modification Agreement No. One amending the July 28, 2004 lease. On or about September 24, 2009, CHRISTIAN CARE and Park Center Properties, a New York Partnership executed a Lease Modification Agreement No. Two amending the July 28, 2004 lease. True and correct copies of the lease and modification agreements are attached hereto as **Exhibit 1** (the lease and modifications are collectively referred to herein as “the CHRISTIAN CARE Lease Agreement”).

8. Under the terms of the CHRISTIAN CARE Lease Agreement, CHRISTIAN CARE occupied the premises at 3401 Lake Breeze Road, Orlando, Florida in exchange for the payment of certain rent and other charges.

9. On or about July 28, 2004, AMESTY executed a Guaranty of Lease (hereinafter the “CHRISTIAN CARE Guaranty”) guaranteeing CHRISTIAN CARE’s payments and performance of the CHRISTIAN CARE Lease Agreement. A true and correct copy of the CHRISTIAN CARE Guaranty is attached hereto as **Exhibit 2**.

10. CHRISTIAN CARE occupied the premises at 3401 Lake Breeze Road under the terms of the CHRISTIAN CARE Lease Agreement until August of 2015.

11. On or about May 19, 2005, IGLESIA entered into a Lease Agreement with Park Center Properties, a New York Partnership to lease the premises located at Suites B-D, 3405 Lake Breeze Road, Orlando, Florida. A true and correct copy

of the May 19, 2005 lease is attached hereto as **Exhibit 3** (referred to herein as “the IGLESIA Lease Agreement”).

12. Under the terms of the IGLESIA Lease Agreement, CHRISTIAN CARE occupied the premises at Suites B-D, 3405 Lake Breeze Road, Orlando, Florida in exchange for the payment of certain rent and other charges.

13. On or about May 19, 2005, AMESTY executed a Guaranty of Lease (hereinafter the “IGLESIA Guaranty”) guaranteeing IGLESIA’s payments and performance of the IGLESIA Lease Agreement. A true and correct copy of the IGLESIA Guaranty is attached hereto as **Exhibit 4**.

14. IGLESIA occupied the premises at 3405 Lake Breeze Road under the terms of the IGLESIA Lease Agreement until August of 2015.

15. PARK CENTER is the successor in interest, assignee and holder of the CHRISTIAN CARE and IGLESIA Lease Agreements and the CHRISTIAN CARE and IGLESIA Guarantees¹.

16. Venue is proper in Orange County, Florida as Defendant AMESTY is a resident of Orange County, Florida; the corporate Defendants’ last principal places of business were located in Orange County, Florida; and the causes of action herein accrued in Orange County, Florida.

¹ On or about January 10, 2010, Park Center Properties, a New York Partnership was converted into PARK CENTER PROPERTIES, LLC.

17. All conditions precedent to filing this action have been performed, complied with, or have been waived.

COUNT I
Breach of Lease Against CHRISTIAN CARE

18. PARK CENTER realleges and incorporates by reference the allegations contained in paragraphs 1 through 3, 6 through 10, and 15 through 17 above as though fully set forth herein.

19. This is an action for breach of the CHRISTIAN CARE Lease Agreement.

20. CHRISTIAN CARE breached the CHRISTIAN CARE Lease Agreement with PARK CENTER by failing to pay the rent as required and other charges required by the CHRISTIAN CARE Lease Agreement.

21. The breach of the lease agreement by CHRISTIAN CARE caused PARK CENTER to suffer damages, including loss of rents properly due and owing to PARK CENTER under the CHRISTIAN CARE Lease Agreement.

22. CHRISTIAN CARE owes PARK CENTER damages in the amount of \$33,288.32 for rents, plus all other fees, taxes, interest and costs due under the CHRISTIAN CARE Lease Agreement.

23. As a result of CHRISTIAN CARE's breach of the CHRISTIAN CARE Lease Agreement, PARK CENTER was required to retain the undersigned law firm and is obligated to pay a reasonable fee for its services. PARK CENTER

is entitled to an award of costs and attorney fees incurred in this action under the terms of the CHRISTIAN CARE Lease Agreement.

Wherefore Plaintiff, PARK CENTER PROPERTIES, LLC, requests judgment against Defendant, CHRISTIAN CARE COUNSELING CENTER, INC., for compensatory damages, costs, attorney fees, and for such other and further relief as the court may deem proper.

COUNT II
Breach of Guaranty Against AMESTY

24. PARK CENTER realleges and incorporates by reference the allegations contained in paragraphs 1 through 3, 6 through 10, and 15 through 17 above as though fully set forth herein.

25. This is an action by PARK CENTER against AMESTY for damages in excess of \$15,000.00.

26. To secure the rent payments under the lease agreement between PARK CENTER and CHRISTIAN CARE, Defendant AMESTY executed and delivered to PARK CENTER the CHRISTIAN CARE Guaranty attached hereto as **Exhibit 2.**

27. AMESTY executed and delivered the Guaranty, guaranteeing payment of all rents due pursuant to the CHRISTIAN CARE Lease Agreement, all other payments to be made under the lease agreement, and full performance under the lease agreement, to PARK CENTER.

28. CHRISTIAN CARE breached the CHRISTIAN CARE Lease Agreement with PARK CENTER by failing to timely pay the rent and other costs required by the CHRISTIAN CARE Lease Agreement. CHRISTIAN CARE owes PARK CENTER damages in the amount of \$33,288.32 as rent and damages under the lease.

29. As a result of CHRISTIAN CARE's breach and pursuant to the terms of the Guaranty executed by AMESTY, AMESTY is liable to PARK CENTER for the \$33,288.32, plus all other fees, taxes, interest and costs due under the CHRISTIAN CARE Lease Agreement.

30. Neither CHRISTIAN CARE nor AMESTY have paid the amounts owed.

31. AMESTY's failure to make the required payment constitutes a material breach of the CHRISTIAN CARE Guaranty.

32. As the direct result of AMESTY's breach of the CHRISTIAN CARE Guaranty, PARK CENTER has suffered substantial damages.

33. PARK CENTER has retained Barrett, Chapman & Ruta, P.A. to prosecute this action on its behalf and is obligated to pay this firm a reasonable fee for its services. Plaintiff is entitled to recover from AMESTY the attorneys' fees and costs Plaintiff incurs in this action pursuant to the express terms of the CHRISTIAN CARE Guaranty.

Wherefore Plaintiff, PARK CENTER, INTERNATIONAL, INC., requests judgment against Defendant, JUAN CARLOS AMESTY, for compensatory damages, costs, attorney fees, and for such other and further relief as the court may deem proper.

COUNT III
Breach of Lease Against IGLESIA

34. PARK CENTER realleges and incorporates by reference the allegations contained in paragraphs 1, 2, 4 and 11 through 17 above as though fully set forth herein.

35. This is an action for breach of the IGLESIA Lease Agreement.

36. IGLESIA breached the IGLESIA Lease Agreement with PARK CENTER by failing to pay the rent as required and other charges required by the IGLESIA Lease Agreement.

37. The breach of the lease agreement by IGLESIA caused PARK CENTER to suffer damages, including loss of rents properly due and owing to PARK CENTER under the IGLESIA Lease Agreement.

38. IGLESIA owes PARK CENTER damages in the amount of \$48,846.68 for rents, plus all other fees, taxes, interest and costs due under the IGLESIA Lease Agreement.

39. As a result of IGLESIA's breach of the IGLESIA Lease Agreement, PARK CENTER was required to retain the undersigned law firm and is obligated

to pay a reasonable fee for its services. PARK CENTER is entitled to an award of costs and attorney fees incurred in this action under the terms of the IGLESIA Lease Agreement.

Wherefore Plaintiff, PARK CENTER PROPERTIES, LLC, requests judgment against Defendant, IGLESIA DE DIOS MISIONERA, INC., for compensatory damages, costs, attorney fees, and for such other and further relief as the court may deem proper.

COUNT IV
Breach of Guaranty Against AMESTY

40. PARK CENTER realleges and incorporates by reference the allegations contained in paragraphs 1, 2, 4 and 11 through 17 above as though fully set forth herein.

41. This is an action by PARK CENTER against AMESTY for damages in excess of \$15,000.00.

42. To secure the rent payments under the lease agreement between PARK CENTER and IGLESIA, Defendant AMESTY executed and delivered to PARK CENTER the IGLESIA Guaranty attached hereto as **Exhibit 4**.

43. AMESTY executed and delivered the Guaranty, guaranteeing payment of all rents due pursuant to the IGLESIA Lease Agreement, all other payments to be made under the lease agreement, and full performance under the lease agreement, to PARK CENTER.

44. PARK CENTER is the owner and holder of the Guaranty executed by AMESTY on behalf of IGLESIA.

45. IGLESIA breached the IGLESIA Lease Agreement with PARK CENTER by failing to timely pay the rent and other costs required by the IGLESIA Lease Agreement. IGLESIA owes PARK CENTER damages in the amount of \$48,846.68 as rent and damages under the lease.

46. As a result of IGLESIA's breach and pursuant to the terms of the Guaranty executed by AMESTY, AMESTY is liable to PARK CENTER for the \$48,846.68, plus all other fees, taxes, interest and costs due under the IGLESIA Lease Agreement.

47. Neither IGLESIA nor AMESTY have paid the amounts owed.

48. AMESTY's failure to make the required payment constitutes a material breach of the IGLESIA Guaranty.

49. As the direct result of AMESTY's breach of the IGLESIA Guaranty, PARK CENTER has suffered substantial damages.

50. PARK CENTER has retained Barrett, Chapman & Ruta, P.A. to prosecute this action on its behalf and is obligated to pay this firm a reasonable fee for its services. Plaintiff is entitled to recover from AMESTY the attorneys' fees and costs Plaintiff incurs in this action pursuant to the express terms of the IGLESIA Guaranty.

Wherefore Plaintiff, PARK CENTER, INTERNATIONAL, INC., requests judgment against Defendant, JUAN CARLOS AMESTY, for compensatory damages, costs, attorney fees, and for such other and further relief as the court may deem proper.

DATED this 1st day of March, 2016.

Respectfully submitted,

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By: s/R. Steven Ruta
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Florida Bar #0710407

EXHIBIT

“1”

LEASE AGREEMENT

THIS LEASE made this 28th day of July, 2004 between PARK CENTER PROPERTIES (a New York General Partnership), hereinafter referred to as "Landlord" and Christian Care Counseling Center, hereinafter referred to as "Tenant".

WITNESSETH

That in consideration of the covenants and conditions herein, the Parties agree as follows:

1. **LEASE.** Landlord hereby leases to Tenant the premises described herein. Tenant hereby takes the premises from Landlord for the term and upon the covenants and conditions contained herein.

2. **PREMISES.** This Lease pertains to premises designated as Suite A, located in Building Number 601 and situated at 3401 Lake Breeze Road. The premises herein referred to being that area shown on the floor plan drawing attached hereto referred to as Exhibit "A" and by this reference incorporated herein and consisting of approximately 1600 rentable square feet.

3. **TERM.** The term of this Lease is 2 Years beginning October 1, 2004 and ending September 30, 2006.

4. **BASE RENTAL.**

(a) The Tenant shall pay to Landlord as a minimum base rental for the term of this Lease the sum of (Nine hundred, seventy four dollars and fourteen cents) \$ 974.14.

(b) Landlord acknowledges receipt of (Nine hundred, seventy four dollars and fourteen cents) \$974.14 from the Tenant representing the first month's rent and Florida State Sales Tax due for the demised premises paid at the time of execution of this Lease.

(c) Tenant shall pay to Landlord without demand, a base rental, payable in advance and without deduction or offset, in monthly installments due and payable on the first day of each calendar month except as otherwise provided herein:

For the Period October 1, 2004 – September 30, 2005 \$974.14 per month, plus applicable Florida State Sales Tax.

For the Period October 1, 2005 – September 30, 2006 \$1013.10 per month, plus applicable Florida State Sales Tax.

(d) Should the Lease commence on a day other than the first day of a calendar month or end on a day other than the last day of a calendar month, then the base rent for the fractional month shall be adjusted and prorated accordingly.

(e) The base rental set forth in Paragraph 4 shall be subject to adjustment as otherwise provided in the Lease.

(f) Rent (which term shall include base rental and any additional rent, including but not limited to, surcharges, late fees, water and sewage fees, utilities, garbage collection fees and sales tax, as elsewhere indicated) shall be paid to the Landlord, Park Center Properties, 933 Lee Road, Suite 400, Orlando, FL 32810, or at such other place as the Landlord may from time to time designate in writing.

5. **SECURITY DEPOSIT.** Upon execution of this Lease, Tenant has additionally deposited with Landlord the sum of \$940.00. Such sum shall serve as security for the performance of Tenant's obligations under this Lease, including without limitation the surrender of possession of the premises to Landlord as provided herein. If Landlord applies any part of the security deposit to cure any default of Tenant, Tenant shall, upon demand, deposit with Landlord the amount so applied so that Landlord shall have the full security deposit on hand at all times during the term of this Lease. Landlord is not obligated to apply the security deposit to rents or other charges in arrears or on damages for Tenant's failure to perform under the Lease. However, Landlord may so

apply the security deposit at Landlord's option, and Landlord's right to possession of the premises for non-payment of rent or for any other reason shall not in any way be affected by reason of the fact that Landlord holds such security deposit. Security deposit will be returned to the Tenant at the termination of this Lease less the expense, if any, to restore the premises to the same condition as existed at the execution hereof, normal wear and tear excepted.

6. OPERATING EXPENSES. In the event the operating expenses (as defined below) of Landlord upon the building and/or project of which the leased premises are a part shall, in any calendar year during the term of this Lease, exceed the sum of \$1.75 per square foot, Tenant agrees to pay as additional rental Tenant's pro rata share of the excess operating expenses. Landlord may, within nine months following the close of any calendar year for which additional rental is due under this paragraph, invoice Tenant for the excess operating expenses. The invoice shall include in reasonable detail all computations of the additional rental, and Tenant agrees to make payment of the additional rental to Landlord within ten days following receipt of the invoice. In the year in which this Lease terminates, Landlord, in lieu of waiting until the close of the calendar year in order to determine any excess operating expenses, has the option to invoice Tenant for Tenant's pro rata share of the operating expenses based upon the previous year's excess operating expenses; Landlord shall invoice Tenant under this option within thirty days prior to the termination of the Lease or at any time thereafter. Tenant shall have the right, at its own expense and at a reasonable time, to audit Landlord's books relevant to the additional rentals due under this paragraph.

The term "operating expenses" as used above includes all expenses incurred with respect to the maintenance and operation of the building and/or project of which the leased premises are a part, including but not limited to, maintenance and repair costs, water, sewer, landscaping, wages and fringe benefits payable to employees of Landlord whose duties are connected with the operation and maintenance of the building and/or project, amounts paid to contractors or subcontractors for work or services performed in connection with the operation and maintenance of the building and/or project, all services, supplies, repairs, replacements or other expenses for maintaining and operating the building and/or project including common area and parking area. The term "operating expenses" also includes all real property taxes and installments of special assessments, including special assessments due to deed restrictions and/or owners' associations, which accrue against the building and/or project of which the leased premises are a part during the term of this Lease as well as all insurance premiums Landlord is required to pay or deems necessary to pay, including public liability insurance, with respect to the building and/or project. The term "operating expenses" does not include any capital improvement to the building and/or project of which the leased premises are a part, nor shall it include repairs, restoration or other work occasioned by fire, windstorm or other casualty, income and franchise taxes of Landlord, expenses incurred in leasing to or procuring of tenants, leasing commissions, advertising expenses, expenses for the renovating of space for new tenants, interest or principal payments on any mortgage or other indebtedness of Landlord, compensation paid to any employee of Landlord above the grade of building superintendent nor depreciation allowance or expense.

7. USE OF PREMISES. Tenant shall use and occupy the premises solely as a general office and/or warehouse facility and for no other purpose. Tenant is expressly prohibited from engaging or using the subject premises for any other stated purpose except with the advance prior written permission of Landlord. Any such unauthorized use of the subject premises shall constitute a material breach and default of this Lease Agreement. Tenant agrees to comply with all laws, rules, regulations of any governmental body relating to the manner of Tenant's use and occupancy of the leased premises or any alterations made by Tenant, and Tenant will pay all costs and expenses incidental to such compliance and will indemnify and save Landlord harmless. Should Tenant fail to comply with any part of the provisions contained in this section, the Landlord may, after ten (10) days notice to the Tenant, comply therewith and Landlord's cost and expense in so doing may be considered as additional rent due and shall be included in any lien for rent due and unpaid.

8. **NOTICES.** Unless provided to the contrary herein, notices hereunder may be given by manual delivery or by mail. Notice given by Registered or Certified mail, return receipt requested, shall be deemed given three (3) days after postmarked when properly addressed and postage prepaid. Notice given by ordinary mail shall be deemed given only when received at the address to which sent. Notice given by mail shall be sent to the parties at their address shown on Page 1 hereof. Parties may change his or its address for the purpose of receiving notices, but no change shall be effective until written notice thereof is actually received by the other party. The provisions of this paragraph shall also apply to rent payments hereunder. For the purpose of notifications pursuant to Section 83.20 Florida Statutes Tenant's "usual place of residence" is P.O. BOX 618151, Orlando, FL 32861-8151.

9. **MAINTENANCE AND REPAIRS.** Tenant agrees to keep and maintain in good order and repair, at Tenant's own expense, the entire interior of said premises, specifically including but not limited to all plumbing, wall, ceiling, floor, electrical system and light fixtures (including replacement of light bulbs, fluorescent tubes and ballasts). If Landlord is required to make any repairs to structural portions of the demised premises by reason of Tenant's negligent acts or omission to act, Landlord may add the cost of such repairs to the rent which shall therefore become due. Tenant further agrees to keep and maintain in good order and repair any garage-type door which provides ingress and egress to and from said premises. Tenant also agrees to pay all garbage and trash removal fees. Tenant shall replace, at the expense of the Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the leased premises within a reasonable commercial time from said occurrence and further Tenant shall covenant to defend, indemnify and hold harmless Landlord from any injuries, damages or losses that may arise during said repair or replacement. Landlord, at Landlord's expense, will maintain in good condition all mechanical equipment furnished by Landlord.

10. **TENANT'S PROPERTY.** Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to and connected with the premises hereby leased or any part of the building of which the leased premises are part, or for any loss or damage resulting from any part of the leased premises or from the pipes, gas, sewer, any failure of or defect, in any electric line, circuit or facility. Landlord shall not be liable for any latent defect in the leased premises or in the building of which they form a part. All property of Tenant kept or stored in the lease premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers, unless such damage shall be caused by the willful act or gross neglect of Landlord.

11. **RENT ABATEMENT.** Under no circumstance shall any abatement, diminution or reduction of rent be claimed or allowed to Tenant or any person claiming under him, whether for inconvenience, discomfort, interruption of business or otherwise, arising from the making of alterations, improvements, roof leaks, water/sewer pipes, or repairs to the premises because of any governmental laws, or arising from the restoration of the demised premises after the destruction or damage thereof by fire or other cause or the taking or condemnation of a portion only of the demised premises. The provisions set forth in this paragraph shall be applicable as otherwise provided in this Lease.

12. **IDENTIFICATION SIGNS.** All identification signs, awnings, and/or other signs on the exterior of the premises shall be erected by the Landlord. No other identification signs, awnings, and/or other signs shall be displayed on or near the leased premises except those set forth herein and expressly approved by Landlord. Tenant shall pay and otherwise be responsible for cost incurred in the aforesaid including labor incidental thereto.

13. **UTILITIES.** Tenant shall be solely responsible for and promptly pay all charges for heat, gas, electricity or any other utility used or consumed in the leased

premises. Should Landlord elect to supply water, gas, heat, electricity or any other utility used or consumed in the leased premises, Tenant agrees to purchase and pay for the same as additional rent at the applicable rates filed by Landlord with the proper regulatory authority. In no event shall Landlord be liable for an interruption or failure in the supply of such utilities to the leased premises.

14. **ALTERATIONS, ADDITIONS, IMPROVEMENTS.** Tenant will make no alteration, change, improvement or addition to the leased premises without the prior written consent of Landlord. Tenant may remove its trade fixtures, office supplies and movable office furniture and equipment not attached to the Building provided such removal is made prior to the termination or expiration of the term, and provided Tenant is not then in default in the timely performance of any obligations or covenant under this Lease, and Tenant promptly repairs all damage caused by such removal. All other property at the leased premises and any alteration or addition to the leased premises (including, but not limited to, wall-to-wall carpeting, drywall partitions, paneling or other wall covering) and any other article attached or affixed to the floor, wall or ceiling of the leased premises shall become the property of Landlord and shall be surrendered with the leased premises as part thereof at the termination of this Lease, without payment or compensation therefor. If, however, Landlord so requests in writing, Tenant will, at Tenant's expense, prior to vacating the premises upon the termination or expiration of this Lease, remove any and all alterations, additions, fixtures, equipment and property placed or installed by it in the leased premises and will repair any damage caused by such removal. Should Tenant fail to do so, Landlord at its sole option, may make said repairs, removal and restorations, and concurrently hold Tenant responsible for paying all reasonable costs and expenses incurred thereby including labor, materials and cost of supervision and administration, if any.

15. **MECHANIC'S LIENS.** Notice is hereby given that Landlord shall not be liable for any work, labor, or materials furnished or to be furnished upon credit to Tenant or anyone claiming under Tenant, and that no mechanic's lien for any such work, labor, or materials shall attach to or affect the title or interest of Landlord in and to the premises. Tenant shall not do or suffer anything to be done whereby the premises may be encumbered by any mechanic's lien. If any mechanic's lien or notice of claim thereof is filed against the premises with respect to work, labor, or materials furnished or to be furnished to Tenant or anyone claiming under Tenant, Tenant shall, within thirty (30) days from the date of filing, cause the same to be withdrawn, discharged, released, satisfied or removed by deposit, bonding proceedings or otherwise. If Tenant fails to do so, Landlord may do so, and may pay any judgement recovered by any such lienor. Tenant shall immediately reimburse Landlord for all amounts paid (including but not limited to necessary and incidental expenses and attorney's fees) pursuant to this paragraph, which amount shall be additional rent and immediately due.

16. **INDEMNIFICATION AND INSURANCE.** Tenant hereby covenants to defend and agrees to hold Landlord free and harmless from, and agrees to indemnify said Landlord against any and all liability in claims for damages, personal injury, or death sustained by Tenant, or sustained by any other person, while on the leased premises during the term of this Lease as a result of the negligence or other conduct of the Tenant, or of the servants, agents, invitee or employees of the Tenant. Tenant hereby covenants and agrees, at Tenant's own expense and cost, to keep and maintain in force at all times during said term, public liability and property damage insurance, insuring both Landlord and Tenant against any and all liability and claims for personal and injury, loss of life occurring upon said premises and property damage to the property of others upon said premises, with limited coverage of not less than \$300,000.00 each person and \$500,000.00 each occurrence for bodily injury and \$100,000.00 each occurrence for property damage. Tenant will promptly furnish Landlord with a copy or copies of the policy evidencing such insurance to be in full force and effect and such evidence of continuing coverage shall be delivered annually by Tenant to Landlord without notice.

17. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease nor any rights hereunder, nor let or sublet all or any part of the leased premises, nor suffer or permit any person or entity to use any part of the leased premises, without first obtaining

the express written consent of the Landlord, which consent shall not be unreasonably withheld. Should Landlord consent to such assignment of the Lease, or to a sublease of all or any part of the lease premises, (a) Tenant does hereby guarantee payment of all rent herein reserved until the expiration of the term hereof, (b) sublessees or assignees shall become directly liable to Landlord for all obligations of Tenant hereunder, and (c) no failure of Landlord to promptly collect from any assignee or sublessee, or any extension of the time for payment of such rent, shall release or relieve Tenant from its guaranty or obligation of payment of such rent. Any assignment or sublet approved by Landlord shall not relieve Tenant of its obligations hereunder. As partial consideration for Landlord's consent to any sublet or assignment, Landlord shall be entitled to fifty percent (50%) of the difference between the rent due hereunder for the sublet premises and the amount paid by the assignee or sublessee to Tenant for the assignment or sublet of premises. Tenant shall reimburse Landlord for all of the reasonable and necessary legal, accounting and other direct costs incurred due to Tenant's sublet or assignment. In determining whether or not to grant consent to the Tenant's sublet or assignment request, Landlord may consider any reasonable factor. (see Exhibit B)

18. **INSPECTIONS.** It is understood and agreed that Landlord may, during said term, at all reasonable times and during usual business hours, enter upon and view or inspect the said demised premises, and except in case of prior renewal or extension of this Lease, may at any time during the ninety day period next preceding the expiration of said term, show the said premises to others and affix to any suitable part of said premises a notice or advertisement for letting and selling said premises, all without any hindrance or molestation.

19. **DESTRUCTION OR DAMAGE TO PREMISES.** If through no fault, neglect, or design of Tenant, the premises are destroyed by fire or other casualty or damage to such an extent as to render them untenable, then this Lease shall be canceled. If, however, the premises can be repaired within 120 days from the date of such fire or casualty, then, at the option of the Landlord, this Lease shall not be canceled and Landlord shall notify Tenant within 30 days from the date of the fire or casualty of Landlord's election. The rental provided herein shall abate as to the portion of the leased premises rendered untenable until such time as the leased premises are made tenable as determined by Landlord. Said rent shall be based on the fraction obtained by dividing the usable square feet by total square feet and multiplying said quotient by the rent stated.

20. **ESTOPPEL CERTIFICATE.** (see Paragraph 8 of Addendum)

21. **CONDEMNATION.** If the premises shall be taken by or pursuant to governmental authority or through exercise of the powers of eminent domain, either totally or such part as renders the remainder inadequate and unsuitable for the purposes described herein, this Lease shall terminate as of the date of taking, and Tenant shall have no claim against the Landlord for the value of any unexpired term. If only part of the premises is so taken and the remainder is adequate and suitable by reasonable expenditure, this Lease shall continue in force except that the rent shall be reduced to reflect any loss in floor space. In such event, Landlord shall bear the reasonable expense of restoration necessary to make the premises adequate and suitable, but Landlord shall not be obligated to expend more than the amount actually received by Landlord as compensation, damages, or awards for the taking. Landlord shall be entitled to receive all compensation, damages, or awards for the taking, except that Tenant may receive such amount as may be awarded or payable for the taking of Tenant's equipment and for Tenant's business damages, and except that any compensation or awards for the taking of a fixture installed by Tenant at Tenant's expense, which constitutes an improvement to the real estate, shall be prorated between the Landlord and Tenant, so the Tenant receives the percentage that the remaining portion of the Lease term bears to the remaining useful life of the fixture. If the fixture is to be restored, as provided above, both Landlord's and Tenant's shares shall be applied to the cost thereof.

22. **DEFAULT BY TENANT.** If Tenant shall be in default in the payment of any rental or other charges hereunder, or in the observance of any of the covenants on his part

to be performed hereunder, and if Landlord shall thereafter cancel and terminate this Lease, then, and in that event Landlord may, at his option, enter said premises as an agent of Tenant, without being liable in any way therefore, and re-let the premises with or without any equipment, tools and furnishing that may be located thereon at such price and upon such terms and for such duration of time that Landlord may determine, and Landlord may receive the rent, therefore and apply the same to the payment of rent due from Tenant by these presents, and if the full rental herein provided for shall not be realized by Landlord over and above the expenses to Landlord, including attorney's fees, in such re-letting, Tenant shall pay any deficiency to Landlord. Should any rental abatement be made part of this Lease Agreement, Landlord and Tenant agree that the Base Rent otherwise due and payable for the abatement period shall become immediately due and payable upon occurrence of an event of default by Tenant under this Lease. If Tenant defaults and Landlord collects the accrued free rent, Landlord does not waive the right to collect further free rent if Tenant later defaults.

23. BANKRUPTCY OR INSOLVENCY. If Tenant shall become insolvent, or shall be adjudicated as bankrupt, or shall file a voluntary petition in bankruptcy or for reorganization, or if a receiver is appointed for Tenant and the appointment is not vacated within sixty (60) days from appointment, Landlord may terminate this Lease without penalty, but such termination shall not release or discharge Tenant or anyone claiming under Tenant from any obligation or liability to Landlord hereunder, including the obligation to pay rent as it accrues under this Lease. Upon default by Tenant as provided herein, Landlord shall, subject to Florida law, have the right and remedy to re-enter the premises and remove all persons therefrom, and Landlord may, at its option, lease the premises or any part thereof for the balance of the Lease term as agent for Tenant and receive rents therefor and apply the same first to the payment of expenses of reasonable redecorating and making necessary repairs to the premises, attorney's fees, broker's commission, advertising and all other expenses of Landlord in re-entering the premises for the account of Tenant as hereinabove provided. Landlord shall have the right to declare all monthly installments of rental for the balance of the Lease term to be immediately due and payable and to proceed to obtain a Judgment therefor against Tenant. Thereafter, all sums collected from the reletting of the premises, less costs incurred in connection therewith, shall be applied to said Judgment, provided, however, any excess sums collected by the Landlord shall accrue to the Landlord. Further, in the event of default by the Tenant, the Landlord shall have the right to a Landlord's lien on Tenant's property without in any way affecting Landlord's right to accelerate the balance of rental due and to bring an action to recover the same.

24. DEFAULT BY LANDLORD. If Tenant asserts that Landlord has failed to meet its obligations under this Lease, Tenant shall give written notice to Landlord specifying the alleged failure to perform. If Landlord has not begun and pursued with reasonable diligence the cure of any failure of the Landlord to meet its obligations under this Lease within thirty (30) days of receipt of notice and completion of Landlord's investigation of same, then Landlord shall be in default. If Landlord's default is caused by factors within Landlord's control and is substantial and continuing and of nature that prevents Tenant from using the leased premises, then Tenant may vacate the leased premises and rent shall abate for the period of such vacation until the default has been cured. Tenant shall not have the right to terminate or rescind this Lease as a result of Landlord's default as to any covenant or agreement contained herein. Tenant hereby waives such remedy of termination and rescission and hereby agrees that Tenant's remedy for default under this Lease shall, in all events, be limited to its interest in the leased premises.

25. SURRENDER OF PREMISES. Upon expiration of the tenancy hereby created, the Tenant will deliver up and surrender to the Landlord possession of the leased premises together with all fixtures, alterations, and improvements, whether made by Tenant or Landlord, on or to the premises, in as good condition and repair as the same shall be at the commencement of said term or when so made including, but not limited to, all air conditioning, heating, and other mechanical equipment of every nature. Tenant shall ascertain from Landlord at least thirty (30) days before the end of the term of this Lease

whether Landlord desires to have the premises or any part thereof restored to the condition in which it was originally delivered to Tenant and if Landlord shall so desire, then Tenant, at its own cost and expense, shall restore the same and/or make the necessary repairs before the end of the term.

If Tenant is not in default under the terms of this Lease, all trade fixtures and equipment owned by Tenant and installed or placed by it upon the leased premises may be removed by the Tenant at any time during the term or on the expiration thereof. Tenant agrees to repair any damage to the building occasioned by such removal. Tenant shall, upon termination of its tenancy, return to the Landlord all keys to the demised premises, either furnished to or otherwise procured by such Tenant.

26. HOLDOVER BY TENANT. Notwithstanding any provision to the contrary stated in the foregoing, the Landlord herein specifically reserves his right to demand double the rent as set forth in Florida Statute 83.06 concerning the right to demand double rent upon refusal to deliver possession. In addition thereto, Tenant shall defend, hold harmless and indemnify Landlord against loss or liability resulting from the delay by Tenant in surrendering the premises including, without limitation, any claims made by succeeding occupancy resulting from such delay.

27. SUBORDINATION OF MORTGAGE. (see Paragraph 2 of Addendum)

28. RULES AND REGULATIONS. Landlord shall have the right, at any time or times hereafter, to adopt, amend, rescind or supplement the following rules and regulations as Landlord deems reasonably necessary for the safety and good order of the premises. Landlord shall give written notice to the Tenant of changes made to the rules and regulations.

(a) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated by Landlord.

(b) Delivery or shipping of merchandise, supplies and fixtures to and from the leased premises shall be subject to such rules and regulations as in the judgement of Landlord are necessary for the proper operation of the leased premises.

(c) All garbage and refuse shall be kept in the kind of containers specified by Landlord and shall be placed outside of the premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. The outside areas immediately adjoining the premises shall be kept clean and free from dirt and rubbish by the Tenant to the satisfaction of the Landlord, and Tenant shall not place any obstruction or merchandise in such areas nor use any of the common areas adjacent to the premises for outside storage at any time.

(d) No loud speakers, television, phonographs, radios, musical instruments shall be used in a manner so as to disturb the occupants of the building or to be heard or seen outside the premises without the prior written consent of Landlord.

(e) No aerial or antenna of any kind shall be erected on the roof or exterior walls of the premises, or on the grounds without, in each instance, the express written consent of the Landlord. Any aerial or antenna so installed without such written consent shall be subject to removal without notice at any time.

(f) The plumbing facilities shall not be used for any other purpose than that for which they were constructed. No foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents, or invitee shall have caused it.

(g) Tenants shall not burn any trash or garbage of any kind in or about the leased premises.

(h) Tenant shall use, at Tenant's cost, such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.

(i) No portion of the premises may be used as sleeping or lodging quarters by any person at any time.

(j) No birds, animals, or any other pets shall be brought into or kept in or about the premises or building.

(k) The washing of vehicles or machinery shall be expressly prohibited within the confines of the property.

(l) Any vehicle(s) left in the parking area for five (5) days will be considered abandoned and towed at the vehicle owner's expense.

(m) Landlord will not be responsible for any of the Tenant's lost or stolen personal property from Tenant's space or public areas regardless of the cause or time when such loss occurred.

(n) Tenant shall not install or operate any steam or gas engine or boiler, or carry on any mechanical business in the premises without Landlord's prior written consent, which consent may be withheld at Landlord's absolute discretion. The use of oil, gas, or flammable liquids for heating, lighting or any other purpose expressly prohibited. Explosives or other articles deemed hazardous shall not be brought into the building.

(o) During the entire term of this Lease or any extension thereof, the Tenant shall, at his expense, install and maintain a chair pad or carpet caster under all chairs having casters to protect the carpeting.

(p) Tenant agrees that, by the execution of this Lease to accept, agree and abide by the building rules and regulations or any reasonable modifications or additions thereto during the term of this Lease.

29. **DELINQUENCY CHARGE.** Any rent or other payment due hereunder which is not received in the office of the Landlord on or prior to the fifth (5th) of the month will automatically be subject to a late charge in the amount of fifteen percent (15%) of the delinquent payment without the necessity of demand or notification of such lateness to Tenant by Landlord and such late charge will be considered as additional rent. The assessment and/or collection of any of the foregoing charges shall not in any way be construed or deemed to be a waiver or a continuing waiver of any of the terms, provisions, covenants, and conditions of this Lease. Upon written notice by Landlord, Tenant shall be required to make all rental payments in cash or cashiers check.

30. **PARKING.** Parking will be provided to the Tenant, its employees, customers, and visitors on an unallocated, unreserved basis in the parking areas adjacent to the building. The Landlord shall have the right to reasonably restrict the number of and location of trucks/tractor trailers for the overall benefit of the property. It is agreed that it is not the intent of this Lease to provide unrestricted parking for automobiles or trucks/tractor trailers. At no time shall the parking of trucks/tractor trailers and/or other vehicles be permitted in the fire lanes or other designated no parking areas in the Park.

31. **PARTIAL INVALIDITY.** If any term, covenant or condition of this Lease to the application thereof to any person or circumstances shall, to the extent be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

32. **QUIET ENJOYMENT.** Landlord covenants that so long as Tenant pays the rent reserved in this Lease and performs its agreements hereunder, Tenant shall have the right to quietly enjoy and use the leased premises for the term hereof, subject only to the provisions of this Lease.

33. **NOTICE OF CASUALTY.** Tenant shall give Landlord prompt notice of any substantial damage to the premises by fire, tornado, windstorm, or other casualty, and of any other event or condition known to Tenant (or any sub-tenant) that seriously impairs or threatens the physical condition of the premises.

34. **WAIVER.** Failure to strictly and promptly enforce the terms and/or conditions of this Lease shall not operate as a waiver of Landlord's rights, Landlord expressly reserving the right to always enforce any or all of the terms and/or conditions of this Lease, regardless of any indulgences or extensions previously granted. The receiving by Landlord or Landlord's representative of any rent in arrears, or after notice or institution of any suit

for possession, or for cancellation of this Lease, will not be considered as a waiver of such notice of suit, or any of the rights of Landlord.

35. **EQUIPMENT PLACEMENT.** Landlord shall have the right to determine and prescribe the maximum weight and proper position of any heavy equipment that is to be placed in the building, and only those which, in the opinion of the Landlord, will not do damage to the floors, building structures, or elevators, may be moved into the building. Such installations shall be placed and maintained by the Tenant, at Tenant's expense, in settings sufficient, in Landlord's judgment, to absorb and prevent vibration, noise, annoyance, deterioration of the floors, building structures or elevators. Landlord shall not be held responsible for any damage and/or liability attributable to Tenant's equipment placement.

36. **DEFAULT UNDER OTHER LEASE.** If the term of any lease, other than this Lease, made by the Tenant for any other premises in the property shall be terminated or terminable after the making of this Lease because of any default by the Tenant under such other lease, such fact shall empower the Landlord, at the Landlord's sole option, to terminate this Lease by notice to the Tenant.

37. **ATTORNEY'S FEES.** In the event either party requires the services of an attorney in connection with enforcing or interpreting the terms of this Lease or in the event suit is brought for the recovery of any rents due under this Lease or for breach of any covenant or condition of this Lease or for the restitution of the leased premises to Landlord and/or eviction of Tenant, the party prevailing in such legal action shall be entitled to an award of all legal costs and expenses, including a reasonable sum for attorney's fees and including fees and costs of appeal. Landlord shall be reimbursed by Tenant for all attorney's fees and costs incurred by Landlord enforcing the terms of this Lease when such enforcement is settled by the parties without entry of final judgment. The Parties further agree that, except for actions for removal of Tenant, should any legal action arise out of this Lease, such action shall be brought in the County in which the demised premises are located.

38. **ACCORD AND SATISFACTION.** No payment by Tenant or receipt by Landlord of an amount other than an account of the earliest stipulated rent nor shall any endorsement or statement on any check or any letter be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedies in this Lease provided. Furthermore, said partial payment shall not be construed as an admission or statement against interest or in any manner prejudice the rights of the Tenant herein, including but not limited to the right of set-off.

39. **SCOPE AND INTERPRETATION OF THE AGREEMENT.** This Lease shall be considered to be the only agreement between the parties hereto pertaining to the demised premises. All negotiations and oral agreements acceptable to both parties are included herein. The laws of the State of Florida shall govern the validity, interpretation, performance, and enforcement of the Lease.

40. **TIME IS OF ESSENCE.** It is mutually understood and agreed that the time of payment of rental hereunder, and of the observance and performance of the covenants and agreements on the part of the Tenant herein contained, are of the essence in this Lease.

41. **FORCE MAJEURE.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, wars, acts of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay and the period for the performance of any acts shall be extended for a period equivalent to the period of such delay. The provisions in this paragraph shall not

operate to excuse Tenant from prompt payment of rent, additional rent or any other payments required by the terms of this Lease.

42. **TITLES OR CAPTIONS.** All paragraph titles or captions contained in the Lease Agreement and the order thereof are for convenience only and shall not be deemed part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease Agreement.

43. **SURVIVORSHIP.** All of the provisions hereof shall bind and inure to the benefit of parties hereto, their respective heirs, legal representatives, successors and assigns. If more than one person, firm, corporation, or other entity is executing this Lease as Tenant, then all of said entities shall be jointly and severally liable hereunder.

44. **HAZARDOUS WASTE.** The Tenant herein shall throughout the term of this Lease, at its sole expense, promptly comply with all present and future laws and regulations of all federal, state, and municipal governments, courts, commissions, departments, boards and officers, and all orders and regulations of any other body exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, with any direction of any public officer, pursuant to law, which shall impose any duty upon the Landlord or the Tenant with respect to the management of hazardous waste on the subject leased property. Tenant, at its sole expense, shall obtain all licenses or permits which may be required by the aforereferenced federal, state and/or municipal authority, the establishment, creation and operation of the business involving directly or indirectly, creation, use or disposal of hazardous waste as defined in Florida Statute 403.703. To the extent required by law with particular reference to Florida Statute 403 "Environmental Control" the Tenant herein covenants to defend and to otherwise indemnify and hold Landlord harmless from any damage, costs or charges associated with or otherwise resulting from its business operation either directly, indirectly, or as a by-product of same. Tenant covenants to obtain insurance covering the subject hazardous materials in any amount previously set forth in this Lease Agreement and where permitted, shall name the Landlord herein as a direct beneficiary thereof. Tenant further agrees to indemnify Landlord against all liabilities, damages, and other expenses, including reasonable attorney's fees which may be imposed upon, incurred by or asserted against the Landlord by reason of the Tenant's business operations involving, directly or indirectly, the creation, use or disposal of hazardous waste as defined in Florida Statute 403.703, and by reason of any of the following occurring during the term of this Lease:

- (a) Any use whether proper or improper by Tenant of the Leased Property;
- (b) Any negligence on the part of a Tenant or its employees, agents, contractors, sub-contractors, licensees, or invitees;
- (c) Any personal injury or property damage occurring on or about the leased premises as a result of the aforesaid Tenant's failure and/or violations of Florida Statute 403 et seq. entitled "Environmental Control as Reference to the Use, Transport, Storage, or Disposal of Waste Materials".

45. **SPECIAL CONDITIONS AS TO HAZARDOUS WASTE.** Landlord hereby notifies Tenant as to the special leasehold terms and provisions set forth hereinbelow of which Tenant acknowledges having been so notified and informed, and to which Tenant further covenants and agrees to be legally bound, and as further evidenced by Tenant's execution of the subject Lease Agreement:

- (a) It is mandatory that all areas within the buildings and loading/unloading areas where hazardous materials or hazardous wastes (ignitable, corrosive, toxic, or reactive) are to be used, handled, generated, or stored, are to be constructed with impervious floors, without drains, to insure containment and facilitate clean up of any spill or leakage. It is specifically the responsibility and obligation of the Tenant to notify Landlord of Tenant's business operations involving, directly or indirectly, use, existence, and otherwise presence of hazardous materials or hazardous waste; and to further submit to Landlord, plans and specifications for the construction of the aforesaid impervious floors. Upon such approval, Landlord at its sole discretion, shall make said improvements or shall authorize the Tenant to contract for and otherwise make the aforesaid improvements. Tenant shall be solely responsible for all cost of construction and other related costs therein. Tenant covenants

to defend and further agrees to indemnify and hold harmless Landlord against all liabilities, damages and other expenses, including reasonable attorney's fees which may be imposed upon, or incurred by, or asserted against the Landlord by reason of the aforesaid construction of improvements as set forth hereinabove.

(b) Tenant is prohibited from storage of hazardous materials or hazardous waste outside of the subject premises and buildings.

(c) In the event that Tenant has in its possession at the leased premises, a hazardous waste generator or generators which use, handle, store, or display hazardous materials and/or generate hazardous waste, Tenant is required to contract with a licensed public or private hazardous waste disposal service or processing facility and to annually provide to the County in which the leased premises are situated, and maintain on file for a period of at least five (5) years, copies of one of the following documentations of proper hazardous waste disposal:

- (i) A hazardous waste manifest;
- (ii) A bill of lading from a transporter indicating shipment to a permitted hazardous waste management facility; or
- (iii) A confirmation of receipt of materials from a Florida DER-approved recycler or water exchange operation.

(d) Tenants are hereby notified of the civil and criminal penalties and fines set forth in Florida Statute 403.727 referencing the improper disposal of hazardous waste.

(e) Tenant is prohibited from the generation of hazardous effluents unless adequate pre-treatment facilities are approved by FDER and the county in which the subject leased premises are situated.

(f) Tenant is prohibited from disposing any hazardous sludge materials generated by effluents pre-treated in a manner not specifically approved by EPA (and FDER).

(g) Tenant must allow reasonable access to facilities for monitoring by applicable county governments as well as EPA and FDER for purposes of assuring compliance with Florida Statute 403 et seq. entitled "Environmental Control as Reference to the Use, Transport, Storage, and Disposal of Waste Materials".

46. **RIGHT TO RELOCATE.** Landlord reserves the right to relocate Tenant during the Term of this Lease or any renewal thereof, to similar quality space within the project owned by Park Center Properties. If Landlord exercises this right to relocate Tenant, then any and all costs incident to said relocation shall be the responsibility of Landlord; said costs to be determined prior to relocation of Tenant.

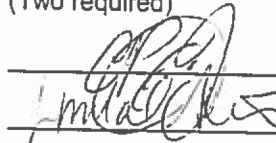
47. **BROKERAGE.** Tenant represents and warrants to Landlord that it has not engaged any Broker, finder, other person or entity other than: Southeastern Realty Group, Inc. who would be entitled to any commission or fee with respect to a negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against loss, costs, liability or expense incurred by Landlord as a result of any claim asserted by such Broker, finder, other person or entity on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. Tenant further agrees that in the event negotiations are necessary between Tenant and Landlord with regard to any renewals, options or expansions whether contained in the Lease or not, these negotiations will be held directly between Tenant and Landlord without obligation to outside brokerage companies. Should Tenant desire the services of an outside Brokerage Company, any expense incurred for these brokerage services will be for the Tenant's account.

48. **NOTICES.** (see Paragraph 4 of Addendum)

49. **RADON GAS.** Notice to Prospective Tenant. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas and radon testing may be obtained from your county public health unit. Pursuant to 404.056(8), Florida Statutes.

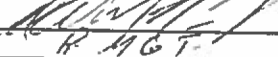
IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed the day and year above written.

WITNESSES:
(Two required)

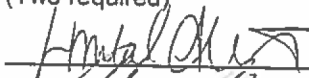


As to Landlord

Landlord:
PARK CENTER PROPERTIES
(a New York General Partnership)


By: 
Title: R. M. T.
Date: 7-28-01

WITNESSES:
(Two required)



As to Tenant

Tenant:


By: Juan C. Amesty
Title: President
Date: 07-28-04

If to the Landlord

Park Center Properties
% Southeastern Realty Group, Inc.
933 Lee Road, Suite 400
Orlando, Florida 32810

With a copy to

Aid Association for Lutherans
4321 North Ballard Road
Appleton, WI 54919
Attention: Investment Division

If to the Tenant

Either party may, by like written notice, designate a new address to which such notices can be directed.

5. Security Deposit

Any mortgagee of Landlord, or purchaser of the Premises, or beneficiary of a deed of trust, shall be relieved and released from any obligation to return such security in the event such mortgagee, beneficiary of a deed of trust, or purchaser comes into possession of the Premises by reason of foreclosure or trustee's sale (including deed in lieu thereof) or proceeding in lieu of foreclosure unless such security deposit shall have been actually delivered to such mortgagee or purchaser. Such release does not relieve Landlord of any obligation it may have to return the security deposit.

6. Limitation of Landlord's Liability

Tenant specifically agrees to look solely to Landlord's interest in the Building for the recovery of any judgement from Landlord, it being agreed that Landlord shall never be personally liable for any such judgement. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest or any other action not involving the personal liability of Landlord to respond in monetary damages from assets other than Landlord's interest in the Building or any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Landlord.

7. Americans with Disabilities Act

Tenant shall at all times keep the Premises in compliance with the Americans With Disabilities Act and its supporting regulations, and all similar federal, state or local laws, regulations and ordinances ("ADA"). If Landlord's consent would be required for alterations to bring the Premises into compliance, Landlord agrees not to unreasonably withhold its consent. Tenant shall indemnify and hold harmless Landlord from all loss, claims, suits, actions, and liability relating to the ADA that is the result of the use of the Premises by Tenant, its employees, agents, guests or invitees.

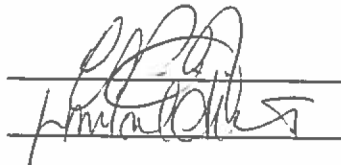
8. Estoppel Certificate or Three-Party Agreement

At Landlord's request at any time or from time to time, Tenant will exercise either an estoppel certificate or a three-party agreement among Landlord, Tenant and Landlord's mortgagee or beneficiary of a deed of trust certifying to such facts (if true) and agreeing to such notice provisions and other matters as such mortgagee or beneficiary of a deed of trust may reasonably require in connection with Landlord's financing, including, but not limited to, damages, liabilities and expenses in connection with Tenant's breach of this provision.

9. Conflicts

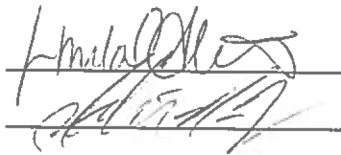
In the event of any conflict between the provisions contained in this Addendum and the provisions contained in the foregoing Lease, the provisions contained in this Addendum shall control.

WITNESSES:
(Two required)




As to Landlord

WITNESSES:
(Two required)

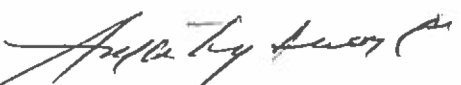


As to Tenant

Landlord:
PARK CENTER PROPERTIES
(a New York General Partnership)

By: 
Title: P. 406
Date: 7-28-04

Tenant:


By: Juan C. Amesty
Title: President
Date: 07-28-04

Hand-drawn floor plan of a building. The overall dimensions are 20'-0" wide by 60'-0" deep. The plan is divided into several sections:

- Top Section:** A large rectangular area labeled "No A/C". It contains a large 'X' symbol and a diagonal line with an arrow pointing towards the top-left corner. Dimensions on the right side are 6'-0" and 10'-0".
- Middle Section:** A large rectangular area containing two vertical rectangular shapes. Dimensions on the right side are 33'-6" and 60'-0".
- Bottom Section:** A smaller rectangular area containing several small rectangular shapes and a larger rectangular shape. It is labeled "B'w/door" and "12'-0" on the right side. The bottom dimension is 20'-0".

Other dimensions and labels include:

- Top-left corner: 8'-10" O.H. DOOR
- Left side dimensions: 10'-0", 12'-0", 6'-0", 6'-0", 6'-0", 6'-0"
- Bottom-left corner: 20'-0"

601 A

If TENANT assigns or sublets the Premises, the obligations of the GUARANTOR under this Guaranty shall remain in full force and effect.

From time to time, GUARANTOR, on not less than five days' prior notice, shall execute and deliver to LANDLORD an estoppel certificate in a form generally consistent with the requirements of institutional lenders and certified to LANDLORD and any mortgagee or prospective mortgagee or purchaser of the Building Project. In addition, if requested, GUARANTOR shall provide any financial information concerning GUARANTOR that may be reasonably requested by any mortgagee of prospective mortgagee or purchaser of the Building Project.

If there is more than one GUARANTOR, the liability of each GUARANTOR shall be joint and several with all the other GUARANTORS.

Juan C. Amesty
Juan C. Amesty, Guarantor

Social Security Number [REDACTED]
Driver's License Number [REDACTED]

Dated 07-25, 2004

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 28 day of July; 2004, by JUAN CARLOS AMESTY, as GUARANTOR of CHRISTIAN CARE, who is personally known to me or has produced FL N A523-423-66-298-0 as identification.

OFFICIAL NOTORIAL SEAL:



Claire O'Brien
My Commission DD106478
Expires April 12, 2006

Claire O'Brien
Notary Public, State of Florida

Claire O'BRIEN
Print Name

ADDENDUM

This ADDENDUM (the "Addendum") is made by and between **PARK CENTER PROPERTIES (a New York general partnership)**, as "Landlord", and **Christian Care Counseling Center**, as "Tenant", and is part of that certain Lease Agreement (the "Lease") to which this is attached. The following provisions are deemed incorporated in the Lease:

1. Default

In the event that Landlord shall default on any of its obligations hereunder, Tenant shall, in addition to any notice and opportunity to cure given to Landlord, give notice of such default to Aid Association for Lutherans ("AAL"), and AAL shall have a reasonable opportunity (not less than thirty (30) days) to cure same.

2. Subordination

Tenant covenants and agrees that all of Tenant's rights hereunder are and shall be subject and subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed on the Premises or any part thereof, except the Tenant's property or trade fixtures, and to any and all renewals, modifications, consolidations, replacements, extensions or substitutions of any first mortgage or first deed of trust (which is hereinafter termed the "mortgage"). Such subordination shall be automatic, without the execution of any further subordination agreement by Tenant. If, however, a written subordination agreement, consistent with this provision, is required by a mortgagee or beneficiary of a deed of trust, Tenant agrees to execute, acknowledge and deliver the same and in the event of failure so to do, Landlord may, in addition to any other remedies for breach of covenant hereunder, execute, acknowledge and deliver the same as the agent or attorney in fact of Tenant, and Tenant hereby irrevocably constitutes Landlord as attorney-in-fact for such purpose.

3. Attornment

If, at any time during the term of this Lease, the Landlord of the Premises shall be the holder of a leasehold estate covering Premises which include the Premises, and if such leasehold shall terminate or be terminated for any reason, or if, at any time during the term of Lease a mortgage to which this Lease is subordinate shall be foreclosed, Tenant agrees at the election and upon demand of any owner of the Premises which include the Premises, or of any mortgagee or beneficiary of a deed of trust in possession thereof, or of any holder of a leasehold thereafter affecting Premises which include the Premises, or of any purchaser at foreclosure or trustee's sale, to attorn, from time to time, to any such owner, mortgagee, beneficiary, holder or purchaser upon the terms and conditions set forth herein for the remainder of the term demised in this Lease.

The foregoing provisions shall inure to the benefit of any such owner, mortgagee, beneficiary, holder or purchaser and shall apply notwithstanding that this Lease may terminate upon the termination of any such leasehold estate or upon such foreclosure or trustee's sale, and shall be self-operative upon any such demand, without requiring any further instrument to give effect to such provisions. Tenant, however, upon demand of any such owner, mortgagee, beneficiary, holder or purchaser, agrees to execute, from time to time an instrument in confirmation of the foregoing provisions, satisfactory to any such owner, mortgagee, beneficiary, holder or purchaser, in which Tenant shall acknowledge such attornment as set forth herein and which shall apply for the remainder of the term originally demised in this Lease.

4. Notices

All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail, first-class postage prepaid, return receipt requested. Notices to the respective parties shall be addressed as follows:

LEASE MODIFICATION AGREEMENT

NO. ONE

THIS SUPPLEMENTAL AGREEMENT is made and entered into by and between PARK CENTER PROPERTIES (A New York General Partnership), Landlord, and Christian Care Counseling Center, Tenant.

WITNESSETH

WHEREAS, Landlord and Tenant have herebefore entered into a Lease Agreement dated July 28, 2004, for approximately 1,600 square feet of space located at 3401 Lake Breeze Road, Orlando, FL, and

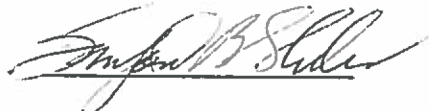
WHEREAS, Landlord and Tenant desire to amend said Lease Agreement.

NOW THEREFORE, it is agreed as follows:

1. Effective October 1, 2006, the Lease Agreement will be renewed for two (2) years, expiring September 30, 2008.
2. The base monthly rent will be One Thousand Fifty-three dollars and 62/100 (\$1,053.62) plus Florida State Sales/Rental Tax for the first year of the renewal and One Thousand Ninety-five dollars and 76/100 (\$1,095.76) plus Florida State Sales/Rental tax for the second year.
3. All other terms and conditions of the original Lease Agreement shall remain unchanged.

IN WITNESS HEREOF, the parties to said Lease Agreement have executed this Lease Modification Agreement No. One in triplicate this 12 day of Dec, 2006

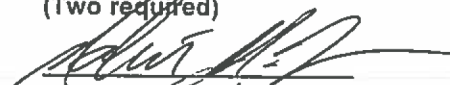

WITNESSES:
(Two required)



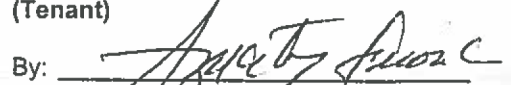
PARK CENTER PROPERTIES
(a New York General Partnership)
(Landlord)

By: 
Title: PARTNER

WITNESSES:
(Two required)

CHRISTIAN CARE COUNSELING CENTER
(Tenant)

By: 
Title: President

LEASE MODIFICATION AGREEMENT

NO. TWO

THIS SUPPLEMENTAL AGREEMENT is made and entered into by and between PARK CENTER PROPERTIES (A New York General Partnership), Landlord, and Christian Care Counseling Center, Tenant.

WITNESSETH

WHEREAS, Landlord and Tenant have herebefore entered into a Lease Agreement dated July 28, 2004, for approximately 1,600 square feet of space located at 3401 Lake Breeze Road, Orlando, FL, and

WHEREAS, Landlord and Tenant desire to amend said Lease Agreement.

NOW THEREFORE, it is agreed as follows:


1. Effective October 1, 2009, the Lease Agreement will be renewed for three (3) years, expiring September 30, 2012.
2. The base monthly rent will be One Thousand Ninety Five dollars and 76/100 (\$1,095.76) plus Florida State Sales/Rental Tax for the first year of the renewal and One Thousand One Hundred Twenty Eight dollars and 63/100 (\$1,128.63) plus Florida State Sales/Rental tax for the second year and One Thousand One Hundred Sixty Two dollars and 49/100 (\$1,162.49) plus Florida State Sales/Retail tax for the third year.
3. Date that monthly payments become delinquent moved to the 15th of the month.
4. All other terms and conditions of the original Lease Agreement shall remain unchanged.

IN WITNESS HEREOF, the parties to said Lease Agreement have executed this Lease Modification Agreement No. Two in triplicate this 24th day of Sept., 2009.

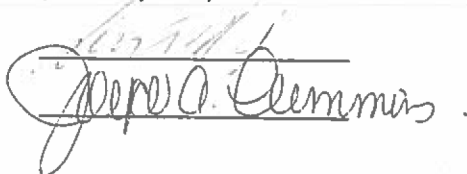
WITNESSES:
(Two required)


Sandra J. Schumann

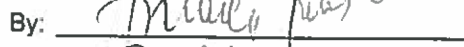
PARK CENTER PROPERTIES
(a New York General Partnership)
(Landlord)

By: 
Title: PARTNER

WITNESSES:
(Two required)


Joseph A. Clemmings

CHRISTIAN CARE COUNSELING CENTER
(Tenant)

By: 
Title: President

EXHIBIT

“2”

EXHIBIT "C"

GURARANTY OF LEASE

THIS IS A GENERAL GUARANTY WHICH IS ENFORCEABLE BY THE LANDLORD, ITS SUCCESSIONS AND ASSIGNS. THIS IS ALSO AN ABSOLUTE AND UNCONDITIONAL GURANTY.

The undersigned (the "GUARANTOR") absolutely and unconditionally guarantees the prompt and full performance and observance by Christian Care Counseling Center, Inc., (the "TENANT"), and by its legal representatives, successors, and assigns, of all the provisions to be performed by the TENANT under the lease dated JULY 28, 2004, between L/D Maitland, LLC (the "LANDLORD") and TENANT for space at Orlando North Service Center, LLC, whether before, during, or after the Lease term. Guarantor represents and warrants that he has a direct financial interest in TENANT and he has received substantial consideration in exchange for making this Guaranty.

This is a guaranty of payment not collection and LANDLORD may proceed directly against GUARANTOR without first proceeding with any remedies against TENANT. This Guaranty shall not be impaired by, and GUARANTOR consents to, any modification, supplement, extension, or amendment of the Lease to which the parties to the Lease may hereafter agree. Presentment, notice and demand on TENANT or GUARANTOR and subsequent dishonor are not conditions to proceeding against GUARANTOR.

In connection with any suit, action, or other proceeding, including arbitration or bankruptcy, arising out of or in any manner relating to this Guaranty, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys', paralegals', and legal assistants' fees and disbursements (including disbursements which would not otherwise be taxable as costs in the proceeding) and expert witness fees through and including all post-judgment and appellate levels.

This Guaranty shall be governed by the laws of the state of Florida. Proper venue for any action which may be brought under this agreement shall be Orange County, Florida.

This Guaranty is a continuing guaranty that shall be effective before the commencement of the Lease Term, and shall remain effective following the Lease Term following the Lease Term as to any surviving provisions that remain effective after the termination of the Lease. The GUARANTOR's obligations under this Guaranty shall also continue in full force and effect after any transfer of the TENANT's interests under the Lease as defined in the Lease.

The liability of GUARANTOR under the Guaranty shall in no way be affected, modified, or diminished by reason of: (a) any assignment, renewal, modification, amendment, or extension of the Lease; or (b) any modification or waiver of or change in any of the terms, covenant, and conditions of the Lease by LANDLORD and TENANT; or (c) any extension of time that may be granted by LANDLORD to TENANT; or (d) any consent, release, indulgence, or other action, inaction, or omission under or in respect of the Lease; or (e) any dealings or transactions or matters, or things occurring between LANDLORD and TENANT, or (f) any bankruptcy, insolvency, reorganization, liquidation, arrangement, assignment for the benefit of creditors, receivership, trusteeship, or similar proceedings affecting TENANT, or the rejection or disaffirmance of the Lease in any proceedings, whether or not notice of the proceedings is given to GUARANTOR.

For purposes of this Guaranty, on a default by TENANT under the Lease, the entire balance of all forms of rent due under the Lease for the remainder of the Lease Term may be declared to be forthwith due and payable as provided in the Lease, notwithstanding any stay, injunction, or other prohibition preventing a similar declaration as against TENANT, and in the event of any such declaration by LANDLORD, all of the obligations (whether or not due and payable by TENANT) shall forthwith become due and payable by GUARANTOR under this Guaranty.

If LANDLORD assigns the Lease or sells the Building Project, the LANDLORD may assign this Guaranty to the assignee or transferee, who shall thereupon succeed to the rights of the LANDLORD under this Guaranty to the same extent as if the assignee was an original guaranteed party named in this Guaranty, and the same rights shall accrue to each subsequent assignee of this Guaranty.

If TENANT assigns or sublets the Premises, the obligations of the GUARANTOR under this Guaranty shall remain in full force and effect.

From time to time, GUARANTOR, on not less than five days' prior notice, shall execute and deliver to LANDLORD an estoppel certificate in a form generally consistent with the requirements of institutional lenders and certified to LANDLORD and any mortgagee or prospective mortgagee or purchaser of the Building Project. In addition, if requested, GUARANTOR shall provide any financial information concerning GUARANTOR that may be reasonably requested by any mortgagee of prospective mortgagee or purchaser of the Building Project.

If there is more than one GUARANTOR, the liability of each GUARANTOR shall be joint and several with all the other GUARANTORS.

Juan C. Amesty
Juan C. Amesty, Guarantor

Social Security Number [REDACTED]

Driver's License Number [REDACTED]

Dated 07-28, 2004

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 28 day of July, 2004, by JUAN CARLOS AMESTY, as GUARANTOR of CHRISTIAN CARE, who is personally known to me or has produced FL DL A523-423-66-298-0 as identification.

OFFICIAL NOTORIAL SEAL:

Claire O'Brien
Notary Public, State of Florida



Claire O'Brien
My Commission DD106479
Expires April 12, 2008

Claire O'BRIEN
Print Name

EXHIBIT

“3”

LEASE AGREEMENT

THIS LEASE made this 19th day of MAY, 2005 between PARK CENTER PROPERTIES (a New York General Partnership), hereinafter referred to as "Landlord" and Iglesia de Dios Misionera (Church of God), hereinafter referred to as "Tenant".

WITNESSETH

That in consideration of the covenants and conditions herein, the Parties agree as follows:

1. **LEASE.** Landlord hereby leases to Tenant the premises described herein. Tenant hereby takes the premises from Landlord for the term and upon the covenants and conditions contained herein.

2. **PREMISES.** This Lease pertains to premises designated as Suite B-D, located in Building Number 601 situated at 3405 Lake Breeze Road. The premises herein referred to being that area shown on the floor plan drawing attached hereto referred to as Exhibit "A" and by this reference incorporated herein and consisting of approximately 5600 rentable square feet.

3. **TERM.** The term of this Lease is 5 years beginning September 1, 2005 and ending August 30, 2010.

4. **BASE RENTAL.**

(a) The Tenant shall pay to Landlord as a minimum base rental for the term of this Lease the sum of \$ 206,931.98.

(b) Landlord acknowledges receipt of \$ 2,566.67 from the Tenant representing the first month's rent for the demised premises paid at the time of execution of this Lease.

(c) Tenant shall pay to Landlord without demand, a base rental, payable in advance and without deduction or offset, in monthly installments due and payable on the first day of each calendar month except as otherwise provided herein: (see schedule attached as Exhibit "C")

(d) Should the Lease commence on a day other than the first day of a calendar month or end on a day other than the last day of a calendar month, then the base rent for the fractional month shall be adjusted and prorated accordingly.

(e) The base rental set forth in Paragraph 4 shall be subject to adjustment as otherwise provided in the Lease.

(f) Rent (which term shall include base rental and any additional rent, including but not limited to, surcharges, late fees, water and sewage fees, utilities, garbage collection fees and sales tax, as elsewhere indicated) shall be paid to the Landlord, Park Center Properties, 933 Lee Road, Suite 400, Orlando, FL 32810, or at such other place as the Landlord may from time to time designate in writing.

(g) Tenant is Non-Profit organization and is Tax-Exempt.

5. **SECURITY DEPOSIT.** Upon execution of this Lease, Tenant has additionally deposited with Landlord the sum of \$ 0.00. Such sum shall serve as security for the performance of Tenant's obligations under this Lease, including without limitation the surrender of possession of the premises to Landlord as provided herein. If Landlord applies any part of the security deposit to cure any default of Tenant, Tenant shall, upon demand, deposit with Landlord the amount so applied so that Landlord shall have the full security deposit on hand at all times during the term of this Lease. Landlord is not obligated to apply the security deposit to rents or other charges in arrears or on damages for Tenant's failure to perform under the Lease. However, Landlord may so apply the security deposit at Landlord's option, and Landlord's right to possession of the premises for non-payment of rent or for any other reason shall not in any way be affected by reason of the fact that Landlord holds such security deposit. Security deposit will be returned to the Tenant at the termination of this Lease less the expense, if any, to restore the premises to the same condition as existed at the execution hereof, normal wear and tear excepted.

6. **OPERATING EXPENSES.** In the event the operating expenses (as defined below) of Landlord upon the building and/or project of which the leased premises are a part shall, in any calendar year during the term of this Lease, exceed the sum of \$ 2.05 per square foot, Tenant agrees to pay as additional rental Tenant's pro rata share of the excess operating expenses. Landlord may, within nine months following the close of any calendar year for which additional rental is due under this paragraph, invoice Tenant for the excess operating expenses. The invoice shall include in reasonable detail all computations of the additional rental, and Tenant agrees to make payment of the additional rental to Landlord within ten days following receipt of the invoice. In the year in which this Lease terminates, Landlord, in lieu of waiting until the close of the calendar year in order to determine any excess operating expenses, has the option to invoice Tenant for Tenant's pro rata share of the operating expenses based upon the previous year's excess operating expenses; Landlord shall invoice Tenant under this option within thirty days prior to the termination of the Lease or at any time thereafter. Tenant shall have the right, at its own expense and at a reasonable time, to audit Landlord's books relevant to the additional rentals due under this paragraph.

The term "operating expenses" as used above includes all expenses incurred with respect to the maintenance and operation of the building and/or project of which the leased premises are a part, including but not limited to, maintenance and repair costs, water, sewer, landscaping, wages and fringe benefits payable to employees of Landlord whose duties are connected with the operation and maintenance of the building and/or project, amounts paid to contractors or subcontractors for work or services performed in connection with the operation and maintenance of the building and/or project, all services, supplies, repairs, replacements or other expenses for maintaining and operating the building and/or project including common area and parking area. The term "operating expenses" also includes all real property taxes and installments of special assessments, including special assessments due to deed restrictions and/or owners' associations, which accrue against the building and/or project of which the leased premises are a part during the term of this Lease as well as all insurance premiums Landlord is required to pay or deems necessary to pay, including public liability insurance, with respect to the building and/or project. The term "operating expenses" does not include any capital improvement to the building and/or project of which the leased premises are a part, nor shall it include repairs, restoration or other work occasioned by fire, windstorm or other casualty, income and franchise taxes of Landlord, expenses incurred in leasing to or procuring of tenants, leasing commissions, advertising expenses, expenses for the renovating of space for new tenants, interest or principal payments on any mortgage or other indebtedness of Landlord, compensation paid to any employee of Landlord above the grade of building superintendent nor depreciation allowance or expense.

7. **USE OF PREMISES.** Tenant shall use and occupy the premises solely as a general office and/or warehouse facility and for no other purpose. Tenant is expressly prohibited from engaging or using the subject premises for any other stated purpose except with the advance prior written permission of Landlord. Any such unauthorized use of the subject premises shall constitute a material breach and default of this Lease Agreement. Tenant agrees to comply with all laws, rules, regulations of any governmental body relating to the manner of Tenant's use and occupancy of the leased premises or any alterations made by Tenant, and Tenant will pay all costs and expenses incidental to such compliance and will indemnify and save Landlord harmless therefrom. Should Tenant fail to comply with any part of the provisions contained in this section, the Landlord may, after ten (10) days notice to the Tenant, comply therewith and Landlord's cost and expense in so doing may be considered as additional rent due and shall be included in any lien for rent due and unpaid.

8. **NOTICES.** Unless provided to the contrary herein, notices hereunder may be given by manual delivery or by mail. Notice given by Registered or Certified mail, return receipt requested, shall be deemed given three (3) days after postmarked when properly addressed and postage prepaid. Notice given by ordinary mail shall be deemed given only when received at the address to which sent. Notice given by mail shall be sent to the

parties at their address shown on Page 1 hereof. Parties may change his or its address for the purpose of receiving notices, but no change shall be effective until written notice thereof is actually received by the other party. The provisions of this paragraph shall also apply to rent payments hereunder. For the purpose of notifications pursuant to Section 83.20 Florida Statutes Tenant's "usual place of residence" is 3405 Lake Breeze Drive, Suite 601 B-D, Orlando, FL 32802.

9. **MAINTENANCE AND REPAIRS.** Tenant agrees to keep and maintain in good order and repair, at Tenant's own expense, the entire interior of said premises, specifically including but not limited to all plumbing, wall, ceiling, floor, electrical system and light fixtures (including replacement of light bulbs, fluorescent tubes and ballasts). If Landlord is required to make any repairs to structural portions of the demised premises by reason of Tenant's negligent acts or omission to act, Landlord may add the cost of such repairs to the rent which shall therefore become due. Tenant further agrees to keep and maintain in good order and repair any garage-type door which provides ingress and egress to and from said premises. Tenant also agrees to pay all garbage and trash removal fees. Tenant shall replace, at the expense of the Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the leased premises within a reasonably commercial time from said occurrence and further Tenant shall covenant to defend, indemnify and hold harmless Landlord from any injuries, damages or losses that may arise during said repair or replacement. Landlord, at Landlord's expense, will maintain in good condition all mechanical equipment furnished by Landlord.

10. **TENANT'S PROPERTY.** Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to and connected with the premises hereby leased or any part of the building of which the leased premises are part, or for any loss or damage resulting from any part of the leased premises or from the pipes, gas, sewer, any failure of or defect, in any electric line, circuit or facility. Landlord shall not be liable for any latent defect in the leased premises or in the building of which they form a part. All property of Tenant kept or stored in the lease premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers, unless such damage shall be caused by the willful act or gross neglect of Landlord.

11. **RENT ABATEMENT.** Under no circumstance shall any abatement, diminution or reduction of rent be claimed or allowed to Tenant or any person claiming under him, whether for inconvenience, discomfort, interruption of business or otherwise, arising from the making of alterations, improvements, roof leaks, water/sewer pipes, or repairs to the premises because of any governmental laws, or arising from the restoration of the demised premises after the destruction or damage thereof by fire or other cause or the taking or condemnation of a portion only of the demised premises. The provisions set forth in this paragraph shall be applicable as otherwise provided in this Lease.

12. **IDENTIFICATION SIGNS.** All identification signs, awnings, and/or other signs on the exterior of the premises shall be erected by the Landlord. No other identification signs, awnings, and/or other signs shall be displayed on or near the leased premises except those set forth herein and expressly approved by Landlord. Tenant shall pay and otherwise be responsible for cost incurred in the aforesaid including labor incidental thereto.

13. **UTILITIES.** Tenant shall be solely responsible for and promptly pay all charges for heat, gas, electricity or any other utility used or consumed in the leased premises. Should Landlord elect to supply water, gas, heat, electricity or any other utility

used or consumed in the leased premises, Tenant agrees to purchase and pay for the same as additional rent at the applicable rates filed by Landlord with the proper regulatory authority. In no event shall Landlord be liable for an interruption or failure in the supply of such utilities to the leased premises.

14. ALTERATIONS, ADDITIONS, IMPROVEMENTS. Tenant will make no alteration, change, improvement or addition to the leased premises without the prior written consent of Landlord. Tenant may remove its trade fixtures, office supplies and movable office furniture and equipment not attached to the Building provided such removal is made prior to the termination or expiration of the term, and provided Tenant is not then in default in the timely performance of any obligations or covenant under this Lease, and Tenant promptly repairs all damage caused by such removal. All other property at the leased premises and any alteration or addition to the leased premises (including, but not limited to, wall-to-wall carpeting, drywall partitions, paneling or other wall covering) and any other article attached or affixed to the floor, wall or ceiling of the leased premises shall become the property of Landlord and shall be surrendered with the leased premises as part thereof at the termination of this Lease, without payment or compensation therefor. If, however, Landlord so requests in writing, Tenant will, at Tenant's expense, prior to vacating the premises upon the termination or expiration of this Lease, remove any and all alterations, additions, fixtures, equipment and property placed or installed by it in the leased premises and will repair any damage caused by such removal. Should Tenant fail to do so, Landlord at its sole option, may make said repairs, removal and restorations, and concurrently hold Tenant responsible for paying all reasonable costs and expenses incurred thereby including labor, materials and cost of supervision and administration, if any.

15. MECHANIC'S LIENS. Notice is hereby given that Landlord shall not be liable for any work, labor, or materials furnished or to be furnished upon credit to Tenant or anyone claiming under Tenant, and that no mechanic's lien for any such work, labor, or materials shall attach to or affect the title or interest of Landlord in and to the premises. Tenant shall not do or suffer anything to be done whereby the premises may be encumbered by any mechanic's lien. If any mechanic's lien or notice of claim thereof is filed against the premises with respect to work, labor, or materials furnished or to be furnished to Tenant or anyone claiming under Tenant, Tenant shall, within thirty (30) days from the date of filing, cause the same to be withdrawn, discharged, released, satisfied or removed by deposit, bonding proceedings or otherwise. If Tenant fails to do so, Landlord may do so, and may pay any judgement recovered by any such lienor. Tenant shall immediately reimburse Landlord for all amounts paid (including but not limited to necessary and incidental expenses and attorney's fees) pursuant to this paragraph, which amount shall be additional rent and immediately due.

16. INDEMNIFICATION AND INSURANCE. Tenant hereby covenants to defend and agrees to hold Landlord free and harmless from, and agrees to indemnify said Landlord against any and all liability in claims for damages, personal injury, or death sustained by Tenant, or sustained by any other person, while on the leased premises during the term of this Lease as a result of the negligence or other conduct of the Tenant, or of the servants, agents, invitee or employees of the Tenant. Tenant hereby covenants and agrees, at Tenant's own expense and cost, to keep and maintain in force at all times during said term, public liability and property damage insurance, insuring both Landlord and Tenant against any and all liability and claims for personal and injury, loss of life occurring upon said premises and property damage to the property of others upon said premises, with limited coverage of not less than \$300,000.00 each person and \$500,000.00 each occurrence for bodily injury and \$100,000.00 each occurrence for property damage. Tenant will promptly furnish Landlord with a copy or copies of the policy evidencing such insurance to be in full force and effect and such evidence of continuing coverage shall be delivered annually by Tenant to Landlord without notice.

17. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease nor any rights hereunder, nor let or sublet all or any part of the leased premises, nor suffer or permit any person or entity to use any part of the leased premises, without first obtaining

the express written consent of the Landlord, which consent shall not be unreasonably withheld. Should Landlord consent to such assignment of the Lease, or to a sublease of all or any part of the lease premises, (a) Tenant does hereby guarantee payment of all rent herein reserved until the expiration of the term hereof, (b) sublessees or assignees shall become directly liable to Landlord for all obligations of Tenant hereunder, and (c) no failure of Landlord to promptly collect from any assignee or sublessee, or any extension of the time for payment of such rent, shall release or relieve Tenant from its guaranty or obligation of payment of such rent. Any assignment or sublet approved by Landlord shall not relieve Tenant of its obligations hereunder. As partial consideration for Landlord's consent to any sublet or assignment, Landlord shall be entitled to fifty percent (50%) of the difference between the rent due hereunder for the sublet premises and the amount paid by the assignee or sublessee to Tenant for the assignment or sublet of premises. Tenant shall reimburse Landlord for all of the reasonable and necessary legal, accounting and other direct costs incurred due to Tenant's sublet or assignment. In determining whether or not to grant consent to the Tenant's sublet or assignment request, Landlord may consider any reasonable factor. (see Exhibit B)

18. **INSPECTIONS.** It is understood and agreed that Landlord may, during said term, at all reasonable times and during usual business hours, enter upon and view or inspect the said demised premises, and except in case of prior renewal or extension of this Lease, may at any time during the ninety day period next preceding the expiration of said term, show the said premises to others and affix to any suitable part of said premises a notice or advertisement for letting and selling said premises, all without any hindrance or molestation.

19. **DESTRUCTION OR DAMAGE TO PREMISES.** If through no fault, neglect, or design of Tenant, the premises are destroyed by fire or other casualty or damage to such an extent as to render them untenable, then this Lease shall be canceled. If, however, the premises can be repaired within 120 days from the date of such fire or casualty, then, at the option of the Landlord, this Lease shall not be canceled and Landlord shall notify Tenant within 30 days from the date of the fire or casualty of Landlord's election. The rental provided herein shall abate as to the portion of the leased premises rendered untenable until such time as the leased premises are made tenantable as determined by Landlord. Said rent shall be based on the fraction obtained by dividing the usable square feet by total square feet and multiplying said quotient by the rent stated.

20. **ESTOPPEL CERTIFICATE.** (see Paragraph 8 of Addendum)

21. **CONDEMNATION.** If the premises shall be taken by or pursuant to governmental authority or through exercise of the powers of eminent domain, either totally or such part as renders the remainder inadequate and unsuitable for the purposes described herein, this Lease shall terminate as of the date of taking, and Tenant shall have no claim against the Landlord for the value of any unexpired term. If only part of the premises is so taken and the remainder is adequate and suitable by reasonable expenditure, this Lease shall continue in force except that the rent shall be reduced to reflect any loss in floor space. In such event, Landlord shall bear the reasonable expense of restoration necessary to make the premises adequate and suitable, but Landlord shall not be obligated to expend more than the amount actually received by Landlord as compensation, damages, or awards for the taking. Landlord shall be entitled to receive all compensation, damages, or awards for the taking, except that Tenant may receive such amount as may be awarded or payable for the taking of Tenant's equipment and for Tenant's business damages, and except that any compensation or awards for the taking of a fixture installed by Tenant at Tenant's expense, which constitutes an improvement to the real estate, shall be prorated between the Landlord and Tenant, so the Tenant receives the percentage that the remaining portion of the Lease term bears to the remaining useful life of the fixture. If the fixture is to be restored, as provided above, both Landlord's and Tenant's shares shall be applied to the cost thereof.

22. **DEFAULT BY TENANT.** If Tenant shall be in default in the payment of any rental or other charges hereunder, or in the observance of any of the covenants on his part

to be performed hereunder, and if Landlord shall thereafter cancel and terminate this Lease, then, and in that event Landlord may, at his option, enter said premises as an agent of Tenant, without being liable in any way therefore, and re-let the premises with or without any equipment, tools and furnishing that may be located thereon at such price and upon such terms and for such duration of time that Landlord may determine, and Landlord may receive the rent, therefore and apply the same to the payment of rent due from Tenant by these presents, and if the full rental herein provided for shall not be realized by Landlord over and above the expenses to Landlord, including attorney's fees, in such re-letting, Tenant shall pay any deficiency to Landlord. Should any rental abatement be made part of this Lease Agreement, Landlord and Tenant agree that the Base Rent otherwise due and payable for the abatement period shall become immediately due and payable upon occurrence of an event of default by Tenant under this Lease. If Tenant defaults and Landlord collects the accrued free rent, Landlord does not waive the right to collect further free rent if Tenant later defaults.

23. BANKRUPTCY OR INSOLVENCY. If Tenant shall become insolvent, or shall be adjudicated as bankrupt, or shall file a voluntary petition in bankruptcy or for reorganization, or if a receiver is appointed for Tenant and the appointment is not vacated within sixty (60) days from appointment, Landlord may terminate this Lease without penalty, but such termination shall not release or discharge Tenant or anyone claiming under Tenant from any obligation or liability to Landlord hereunder, including the obligation to pay rent as it accrues under this Lease. Upon default by Tenant as provided herein, Landlord shall, subject to Florida law, have the right and remedy to re-enter the premises and remove all persons therefrom, and Landlord may, at its option, lease the premises or any part thereof for the balance of the Lease term as agent for Tenant and receive rents therefor and apply the same first to the payment of expenses of reasonable redecorating and making necessary repairs to the premises, attorney's fees, broker's commission, advertising and all other expenses of Landlord in re-entering the premises for the account of Tenant as hereinabove provided. Landlord shall have the right to declare all monthly installments of rental for the balance of the Lease term to be immediately due and payable and to proceed to obtain a Judgment therefor against Tenant. Thereafter, all sums collected from the reletting of the premises, less costs incurred in connection therewith, shall be applied to said Judgment, provided, however, any excess sums collected by the Landlord shall accrue to the Landlord. Further, in the event of default by the Tenant, the Landlord shall have the right to a Landlord's lien on Tenant's property without in any way affecting Landlord's right to accelerate the balance of rental due and to bring an action to recover the same.

24. DEFAULT BY LANDLORD. If Tenant asserts that Landlord has failed to meet its obligations under this Lease, Tenant shall give written notice to Landlord specifying the alleged failure to perform. If Landlord has not begun and pursued with reasonable diligence the cure of any failure of the Landlord to meet its obligations under this Lease within thirty (30) days of receipt of notice and completion of Landlord's investigation of same, then Landlord shall be in default. If Landlord's default is caused by factors within Landlord's control and is substantial and continuing and of nature that prevents Tenant from using the leased premises, then Tenant may vacate the leased premises and rent shall abate for the period of such vacation until the default has been cured. Tenant shall not have the right to terminate or rescind this Lease as a result of Landlord's default as to any covenant or agreement contained herein. Tenant hereby waives such remedy of termination and rescission and hereby agrees that Tenant's remedy for default under this Lease shall, in all events, be limited to its interest in the leased premises.

25. SURRENDER OF PREMISES. Upon expiration of the tenancy hereby created, the Tenant will deliver up and surrender to the Landlord possession of the leased premises together with all fixtures, alterations, and improvements, whether made by Tenant or Landlord, on or to the premises, in as good condition and repair as the same shall be at the commencement of said term or when so made including, but not limited to, all air conditioning, heating, and other mechanical equipment of every nature. Tenant shall ascertain from Landlord at least thirty (30) days before the end of the term of this Lease

whether Landlord desires to have the premises or any part thereof restored to the condition in which it was originally delivered to Tenant and if Landlord shall so desire, then Tenant, at its own cost and expense, shall restore the same and/or make the necessary repairs before the end of the term.

If Tenant is not in default under the terms of this Lease, all trade fixtures and equipment owned by Tenant and installed or placed by it upon the leased premises may be removed by the Tenant at any time during the term or on the expiration thereof. Tenant agrees to repair any damage to the building occasioned by such removal. Tenant shall, upon termination of its tenancy, return to the Landlord all keys to the demised premises, either furnished to or otherwise procured by such Tenant.

26. HOLDOVER BY TENANT. Notwithstanding any provision to the contrary stated in the foregoing, the Landlord herein specifically reserves his right to demand double the rent as set forth in Florida Statute 83.06 concerning the right to demand double rent upon refusal to deliver possession. In addition thereto, Tenant shall defend, hold harmless and indemnify Landlord against loss or liability resulting from the delay by Tenant in surrendering the premises including, without limitation, any claims made by succeeding occupancy resulting from such delay.

27. SUBORDINATION OF MORTGAGE. (see Paragraph 2 of Addendum)

28. RULES AND REGULATIONS. Landlord shall have the right, at any time or times hereafter, to adopt, amend, rescind or supplement the following rules and regulations as Landlord deems reasonably necessary for the safety and good order of the premises. Landlord shall give written notice to the Tenant of changes made to the rules and regulations.

(a) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated by Landlord.

(b) Delivery or shipping of merchandise, supplies and fixtures to and from the leased premises shall be subject to such rules and regulations as in the judgement of Landlord are necessary for the proper operation of the leased premises.

(c) All garbage and refuse shall be kept in the kind of containers specified by Landlord and shall be placed outside of the premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. The outside areas immediately adjoining the premises shall be kept clean and free from dirt and rubbish by the Tenant to the satisfaction of the Landlord, and Tenant shall not place any obstruction or merchandise in such areas nor use any of the common areas adjacent to the premises for outside storage at any time.

(d) No loud speakers, television, phonographs, radios, musical instruments shall be used in a manner so as to disturb the occupants of the building or to be heard or seen outside the premises without the prior written consent of Landlord.

(e) No aerial or antenna of any kind shall be erected on the roof or exterior walls of the premises, or on the grounds without, in each instance, the express written consent of the Landlord. Any aerial or antenna so installed without such written consent shall be subject to removal without notice at any time.

(f) The plumbing facilities shall not be used for any other purpose than that for which they were constructed. No foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents, or invitee shall have caused it.

(g) Tenants shall not burn any trash or garbage of any kind in or about the leased premises.

(h) Tenant shall use, at Tenant's cost, such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.

(i) No portion of the premises may be used as sleeping or lodging quarters by any person at any time.

(j) No birds, animals, or any other pets shall be brought into or kept in or about the premises or building.

(k) The washing of vehicles or machinery shall be expressly prohibited within the confines of the property.

(l) Any vehicle(s) left in the parking area for five (5) days will be considered abandoned and towed at the vehicle owner's expense.

(m) Landlord will not be responsible for any of the Tenant's lost or stolen personal property from Tenant's space or public areas regardless of the cause or time when such loss occurred.

(n) Tenant shall not install or operate any steam or gas engine or boiler, or carry on any mechanical business in the premises without Landlord's prior written consent, which consent may be withheld at Landlord's absolute discretion. The use of oil, gas, or flammable liquids for heating, lighting or any other purpose expressly prohibited. Explosives or other articles deemed hazardous shall not be brought into the building.

(o) During the entire term of this Lease or any extension thereof, the Tenant shall, at his expense, install and maintain a chair pad or carpet caster under all chairs having casters to protect the carpeting.

(p) Tenant agrees that, by the execution of this Lease to accept, agree and abide by the building rules and regulations or any reasonable modifications or additions thereto during the term of this Lease.

29. DELINQUENCY CHARGE. Any rent or other payment due hereunder which is not received in the office of the Landlord on or prior to the fifth (5th) of the month will automatically be subject to a late charge in the amount of fifteen percent (15%) of the delinquent payment without the necessity of demand or notification of such lateness to Tenant by Landlord and such late charge will be considered as additional rent. The assessment and/or collection of any of the foregoing charges shall not in any way be construed or deemed to be a waiver or a continuing waiver of any of the terms, provisions, covenants, and conditions of this Lease. Upon written notice by Landlord, Tenant shall be required to make all rental payments in cash or cashiers check.

30. PARKING. Parking will be provided to the Tenant, its employees, customers, and visitors on an unallocated, unreserved basis in the parking areas adjacent to the building. The Landlord shall have the right to reasonably restrict the number of and location of trucks/tractor trailers for the overall benefit of the property. It is agreed that it is not the intent of this Lease to provide unrestricted parking for automobiles or trucks/tractor trailers. At no time shall the parking of trucks/tractor trailers and/or other vehicles be permitted in the fire lanes or other designated no parking areas in the Park.

31. PARTIAL INVALIDITY. If any term, covenant or condition of this Lease to the application thereof to any person or circumstances shall, to the extent be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

32. QUIET ENJOYMENT. Landlord covenants that so long as Tenant pays the rent reserved in this Lease and performs its agreements hereunder, Tenant shall have the right to quietly enjoy and use the leased premises for the term hereof, subject only to the provisions of this Lease.

33. NOTICE OF CASUALTY. Tenant shall give Landlord prompt notice of any substantial damage to the premises by fire, tornado, windstorm, or other casualty, and of any other event or condition known to Tenant (or any sub-tenant) that seriously impairs or threatens the physical condition of the premises.

34. WAIVER. Failure to strictly and promptly enforce the terms and/or conditions of this Lease shall not operate as a waiver of Landlord's rights, Landlord expressly reserving the right to always enforce any or all of the terms and/or conditions of this Lease, regardless of any indulgences or extensions previously granted. The receiving by Landlord or Landlord's representative of any rent in arrears, or after notice or institution of any suit for possession, or for cancellation of this Lease, will not be considered as a waiver of such

notice of suit, or any of the rights of Landlord.

35. **EQUIPMENT PLACEMENT.** Landlord shall have the right to determine and prescribe the maximum weight and proper position of any heavy equipment that is to be placed in the building, and only those which, in the opinion of the Landlord, will not do damage to the floors, building structures, or elevators, may be moved into the building. Such installations shall be placed and maintained by the Tenant, at Tenant's expense, in settings sufficient, in Landlord's judgment, to absorb and prevent vibration, noise, annoyance, deterioration of the floors, building structures or elevators. Landlord shall not be held responsible for any damage and/or liability attributable to Tenant's equipment placement.

36. **DEFAULT UNDER OTHER LEASE.** If the term of any lease, other than this Lease, made by the Tenant for any other premises in the property shall be terminated or terminable after the making of this Lease because of any default by the Tenant under such other lease, such fact shall empower the Landlord, at the Landlord's sole option, to terminate this Lease by notice to the Tenant.

37. **ATTORNEY'S FEES.** In the event either party requires the services of an attorney in connection with enforcing or interpreting the terms of this Lease or in the event suit is brought for the recovery of any rents due under this Lease or for breach of any covenant or condition of this Lease or for the restitution of the leased premises to Landlord and/or eviction of Tenant, the party prevailing in such legal action shall be entitled to an award of all legal costs and expenses, including a reasonable sum for attorney's fees and including fees and costs of appeal. Landlord shall be reimbursed by Tenant for all attorney's fees and costs incurred by Landlord enforcing the terms of this Lease when such enforcement is settled by the parties without entry of final judgment. The Parties further agree that, except for actions for removal of Tenant, should any legal action arise out of this Lease, such action shall be brought in the County in which the demised premises are located.

38. **ACCORD AND SATISFACTION.** No payment by Tenant or receipt by Landlord of an amount other than an account of the earliest stipulated rent nor shall any endorsement or statement on any check or any letter be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedies in this Lease provided. Furthermore, said partial payment shall not be construed as an admission or statement against interest or in any manner prejudice the rights of the Tenant herein, including but not limited to the right of set-off.

39. **SCOPE AND INTERPRETATION OF THE AGREEMENT.** This Lease shall be considered to be the only agreement between the parties hereto pertaining to the demised premises. All negotiations and oral agreements acceptable to both parties are included herein. The laws of the State of Florida shall govern the validity, interpretation, performance, and enforcement of the Lease.

40. **TIME IS OF ESSENCE.** It is mutually understood and agreed that the time of payment of rental hereunder, and of the observance and performance of the covenants and agreements on the part of the Tenant herein contained, are of the essence in this Lease.

41. **FORCE MAJEURE.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, wars, acts of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay and the period for the performance of any acts shall be extended for a period equivalent to the period of such delay. The provisions in this paragraph shall not operate to excuse Tenant from prompt payment of rent, additional rent or any other

payments required by the terms of this Lease.

42. **TITLES OR CAPTIONS.** All paragraph titles or captions contained in the Lease Agreement and the order thereof are for convenience only and shall not be deemed part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease Agreement.

43. **SURVIVORSHIP.** All of the provisions hereof shall bind and inure to the benefit of parties hereto, their respective heirs, legal representatives, successors and assigns. If more than one person, firm, corporation, or other entity is executing this Lease as Tenant, then all of said entities shall be jointly and severally liable hereunder.

44. **HAZARDOUS WASTE.** The Tenant herein shall throughout the term of this Lease, at its sole expense, promptly comply with all present and future laws and regulations of all federal, state, and municipal governments, courts, commissions, departments, boards and officers, and all orders and regulations of any other body exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, with any direction of any public officer, pursuant to law, which shall impose any duty upon the Landlord or the Tenant with respect to the management of hazardous waste on the subject leased property. Tenant, at its sole expense, shall obtain all licenses or permits which may be required by the aforereferenced federal, state and/or municipal authority, the establishment, creation and operation of the business involving directly or indirectly, creation, use or disposal of hazardous waste as defined in Florida Statute 403.703. To the extent required by law with particular reference to Florida Statute 403 "Environmental Control" the Tenant herein covenants to defend and to otherwise indemnify and hold Landlord harmless from any damage, costs or charges associated with or otherwise resulting from its business operation either directly, indirectly, or as a by-product of same. Tenant covenants to obtain insurance covering the subject hazardous materials in any amount previously set forth in this Lease Agreement and where permitted, shall name the Landlord herein as a direct beneficiary thereof. Tenant further agrees to indemnify Landlord against all liabilities, damages, and other expenses, including reasonable attorney's fees which may be imposed upon, incurred by or asserted against the Landlord by reason of the Tenant's business operations involving, directly or indirectly, the creation, use or disposal of hazardous waste as defined in Florida Statute 403.703, and by reason of any of the following occurring during the term of this Lease:

- (a) Any use whether proper or improper by Tenant of the Leased Property;
- (b) Any negligence on the part of a Tenant or its employees, agents, contractors, sub-contractors, licensees, or invitees;
- (c) Any personal injury or property damage occurring on or about the leased premises as a result of the aforesaid Tenant's failure and/or violations of Florida Statute 403 et seq. entitled "Environmental Control as Reference to the Use, Transport, Storage, or Disposal of Waste Materials".

45. **SPECIAL CONDITIONS AS TO HAZARDOUS WASTE.** Landlord hereby notifies Tenant as to the special leasehold terms and provisions set forth hereinbelow of which Tenant acknowledges having been so notified and informed, and to which Tenant further covenants and agrees to be legally bound, and as further evidenced by Tenant's execution of the subject Lease Agreement:

- (a) It is mandatory that all areas within the buildings and loading/unloading areas where hazardous materials or hazardous wastes (ignitable, corrosive, toxic, or reactive) are to be used, handled, generated, or stored, are to be constructed with impervious floors, without drains, to insure containment and facilitate clean up of any spill or leakage. It is specifically the responsibility and obligation of the Tenant to notify Landlord of Tenant's business operations involving, directly or indirectly, use, existence, and otherwise presence of hazardous materials or hazardous waste; and to further submit to Landlord, plans and specifications for the construction of the aforesaid impervious floors. Upon such approval, Landlord at its sole discretion, shall make said improvements or shall authorize the Tenant to contract for and otherwise make the aforesaid improvements. Tenant shall be solely responsible for all cost of construction and other related costs therein. Tenant covenants to defend and further agrees to indemnify and hold harmless Landlord against all liabilities,

damages and other expenses, including reasonable attorney's fees which may be imposed upon, or incurred by, or asserted against the Landlord by reason of the aforesaid construction of improvements as set forth hereinabove.

(b) Tenant is prohibited from storage of hazardous materials or hazardous waste outside of the subject premises and buildings.

(c) In the event that Tenant has in its possession at the leased premises, a hazardous waste generator or generators which use, handle, store, or display hazardous materials and/or generate hazardous waste, Tenant is required to contract with a licensed public or private hazardous waste disposal service or processing facility and to annually provide to the County in which the leased premises are situated, and maintain on file for a period of at least five (5) years, copies of one of the following documentations of proper hazardous waste disposal:

- (i) A hazardous waste manifest;
- (ii) A bill of lading from a transporter indicating shipment to a permitted hazardous waste management facility; or
- (iii) A confirmation of receipt of materials from a Florida DER-approved recycler or water exchange operation.

(d) Tenants are hereby notified of the civil and criminal penalties and fines set forth in Florida Statute 403.727 referencing the improper disposal of hazardous waste.

(e) Tenant is prohibited from the generation of hazardous effluents unless adequate pre-treatment facilities are approved by FDER and the county in which the subject leased premises are situated.

(f) Tenant is prohibited from disposing any hazardous sludge materials generated by effluents pre-treated in a manner not specifically approved by EPA (and FDER).

(g) Tenant must allow reasonable access to facilities for monitoring by applicable county governments as well as EPA and FDER for purposes of assuring compliance with Florida Statute 403 et seq. entitled "Environmental Control as Reference to the Use, Transport, Storage, and Disposal of Waste Materials".

46. RIGHT TO RELOCATE. Landlord reserves the right to relocate Tenant during the Term of this Lease or any renewal thereof, to similar quality space within the project owned by Park Center Properties. If Landlord exercises this right to relocate Tenant, then any and all costs incident to said relocation shall be the responsibility of Landlord; said costs to be determined prior to relocation of Tenant.

47. BROKERAGE. Tenant represents and warrants to Landlord that it has not engaged any Broker, finder, other person or entity other than: Southeastern Realty Group, Inc. who would be entitled to any commission or fee with respect to a negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against loss, costs, liability or expense incurred by Landlord as a result of any claim asserted by such Broker, finder, other person or entity on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. Tenant further agrees that in the event negotiations are necessary between Tenant and Landlord with regard to any renewals, options or expansions whether contained in the Lease or not, these negotiations will be held directly between Tenant and Landlord without obligation to outside brokerage companies. Should Tenant desire the services of an outside Brokerage Company, any expense incurred for these brokerage services will be for the Tenant's account.

48. NOTICES. (see Paragraph 4 of Addendum)

49. RADON GAS. Notice to Prospective Tenant. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas and radon testing may be obtained from your county public health unit. Pursuant to 404.056(8), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed the day and year above written.

WITNESSES:
(Two required)

Judith Schuman
Maria Schuman

As to Landlord

Landlord:
PARK CENTER PROPERTIES
(a New York General Partnership)

By: Ethel Green
Title: PARTNER
Date: 5/19/05

WITNESSES:
(Two required)

Robert
Clare Olson

As to Tenant

Tenant: **Iglesia de Dios Misionera**
(Church of God)

By: Prady Avon C
Title: _____
Date: _____

ADDENDUM

This ADDENDUM (the "Addendum") is made by and between **PARK CENTER PROPERTIES (a New York general partnership)**, as "Landlord", and Iglesia de Dios Misionera (Church of God), as "Tenant", and is part of that certain Lease Agreement (the "Lease") to which this is attached. The following provisions are deemed incorporated in the Lease:

1. Default

In the event that Landlord shall default on any of its obligations hereunder, Tenant shall, in addition to any notice and opportunity to cure given to Landlord, give notice of such default to Aid Association for Lutherans ("AAL"), and AAL shall have a reasonable opportunity (not less than thirty (30) days) to cure same.

2. Subordination

Tenant covenants and agrees that all of Tenant's rights hereunder are and shall be subject and subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed on the Premises or any part thereof, except the Tenant's property or trade fixtures, and to any and all renewals, modifications, consolidations, replacements, extensions or substitutions of any first mortgage or first deed of trust (which is hereinafter termed the "mortgage"). Such subordination shall be automatic, without the execution of any further subordination agreement by Tenant. If, however, a written subordination agreement, consistent with this provision, is required by a mortgagee or beneficiary of a deed of trust, Tenant agrees to execute, acknowledge and deliver the same and in the event of failure so to do, Landlord may, in addition to any other remedies for breach of covenant hereunder, execute, acknowledge and deliver the same as the agent or attorney in fact of Tenant, and Tenant hereby irrevocably constitutes Landlord is attorney-in-fact for such purpose.

3. Attornment

If, at any time during the term of this Lease, the Landlord of the Premises shall be the holder of a leasehold estate covering Premises which include the Premises, and if such leasehold shall terminate or be terminated for any reason, or if, at any time during the term of Lease a mortgage to which this Lease is subordinate shall be foreclosed, Tenant agrees at the election and upon demand of any owner of the Premises which include the Premises, or of any mortgagee or beneficiary of a deed of trust in possession thereof, or of any holder of a leasehold thereafter affecting Premises which include the Premises, or of any purchaser at foreclosure or trustee's sale, to attorn, from time to time, to any such owner, mortgagee, beneficiary, holder or purchaser upon the terms and conditions set forth herein for the remainder of the term demised in this Lease.

The foregoing provisions shall inure to the benefit of any such owner, mortgagee, beneficiary, holder or purchaser and shall apply notwithstanding that this Lease may terminate upon the termination of any such leasehold estate or upon such foreclosure or trustee's sale, and shall be self-operative upon any such demand, without requiring any further instrument to give effect to such provisions. Tenant, however, upon demand of any such owner, mortgagee, beneficiary, holder or purchaser, agrees to execute, from time to time an instrument in confirmation of the foregoing provisions, satisfactory to any such owner, mortgagee, beneficiary, holder or purchaser, in which Tenant shall acknowledge such attornment as set forth herein and which shall apply for the remainder of the term originally demised in this Lease.

4. Notices

All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail, first-class postage prepaid, return receipt requested. Notices to the respective parties shall be addressed as follows:

If to the Landlord

Park Center Properties
% Southeastern Realty Group, Inc.
933 Lee Road, Suite 400
Orlando, FL 32810

With a copy to

Aid Association for Lutherans
4321 North Ballard Road
Appleton, WI 54919
Attention: Investment Division

If to the Tenant

Dr. Juan Carlos Amesty Ph.D.
3405 Lake Breeze Dr.
Suite 601-A
Orlando, FL 32808

Either party may, by like written notice, designate a new address to which such notices can be directed.

5. Security Deposit

Any mortgagee of Landlord, or purchaser of the Premises, or beneficiary of a deed of trust, shall be relieved and released from any obligation to return such security in the event such mortgagee, beneficiary of a deed of trust, or purchaser comes into possession of the Premises by reason of foreclosure or trustee's sale (including deed in lieu thereof) or proceeding in lieu of foreclosure unless such security deposit shall have been actually delivered to such mortgagee or purchaser. Such release does not relieve Landlord of any obligation it may have to return the security deposit.

6. Limitation of Landlord's Liability

Tenant specifically agrees to look solely to Landlord's interest in the Building for the recovery of any judgement from Landlord, it being agreed that Landlord shall never be personally liable for any such judgement. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest or any other action not involving the personal liability of Landlord to respond in monetary damages from assets other than Landlord's interest in the Building or any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Landlord.

7. Americans with Disabilities Act

Tenant shall at all times keep the Premises in compliance with the Americans With Disabilities Act and its supporting regulations, and all similar federal, state or local laws, regulations and ordinances ("ADA"). If Landlord's consent would be required for alterations to bring the Premises into compliance, Landlord agrees not to unreasonably withhold its consent. Tenant shall indemnify and hold harmless Landlord from all loss, claims, suits, actions, and liability relating to the ADA that is the result of the use of the Premises by Tenant, its employees, agents, guests or invitees.

8. Estoppel Certificate or Three-Party Agreement

At Landlord's request at any time or from time to time, Tenant will exercise either an estoppel certificate or a three-party agreement among Landlord, Tenant and Landlord's mortgagee or beneficiary of a deed of trust certifying to such facts (if true) and agreeing to such notice provisions and other matters as such mortgagee or beneficiary of a deed of trust may

reasonably require in connection with Landlord's financing, including, but not limited to, damages, liabilities and expenses in connection with Tenant's breach of this provision.

9. Conflicts

In the event of any conflict between the provisions contained in this Addendum and the provisions contained in the foregoing Lease, the provisions contained in this Addendum shall control.

WITNESSES:
(Two required)

Paula J. Schumann
Manda

As to Landlord

Landlord:
PARK CENTER PROPERTIES
(a New York General Partnership)

By: _____
Title: _____
Date: _____

WITNESSES:
(Two required)

Justin
Marie O'Brien

As to Tenant

Tenant: **Iglesia de Dios Misionera**
(Church of God)

By: Property Assoc C
Title: _____
Date: _____

ADDENDUM II

This ADDENDUM (the "Addendum") is made by and between **PARK CENTER PROPERTIES** (a New York general partnership), as "Landlord", and Iglesia de Dios Misionera (Church of God), as "Tenant", and is part of that certain Lease Agreement (the "Lease") to which this is attached. The following provisions are deemed incorporated in the Lease:

1. Tenant agrees to insure Parishioners park so as to leave a parking space for each of the other two (2) tenants in the building (besides the other Church) and to leave warehouse access.
2. Owner will remain responsible for maintenance, but tenant responsible for improvements including installation of additional A/C equipment as needed. One exception, the owner will have installed two exterior doors back into the glass panels in front space.
3. At the end of lease, if the tenant does not renew, then owner has the right to accept space with all improvements or may require tenant to restore all or portions of the space back to present level.

WITNESSES:
(Two required)

Sandra F. Schumann
Madeleine

As to Landlord

Landlord:
PARK CENTER PROPERTIES
(a New York General Partnership)

By: [Signature]
Title: PARTNER
Date: 5/19/05

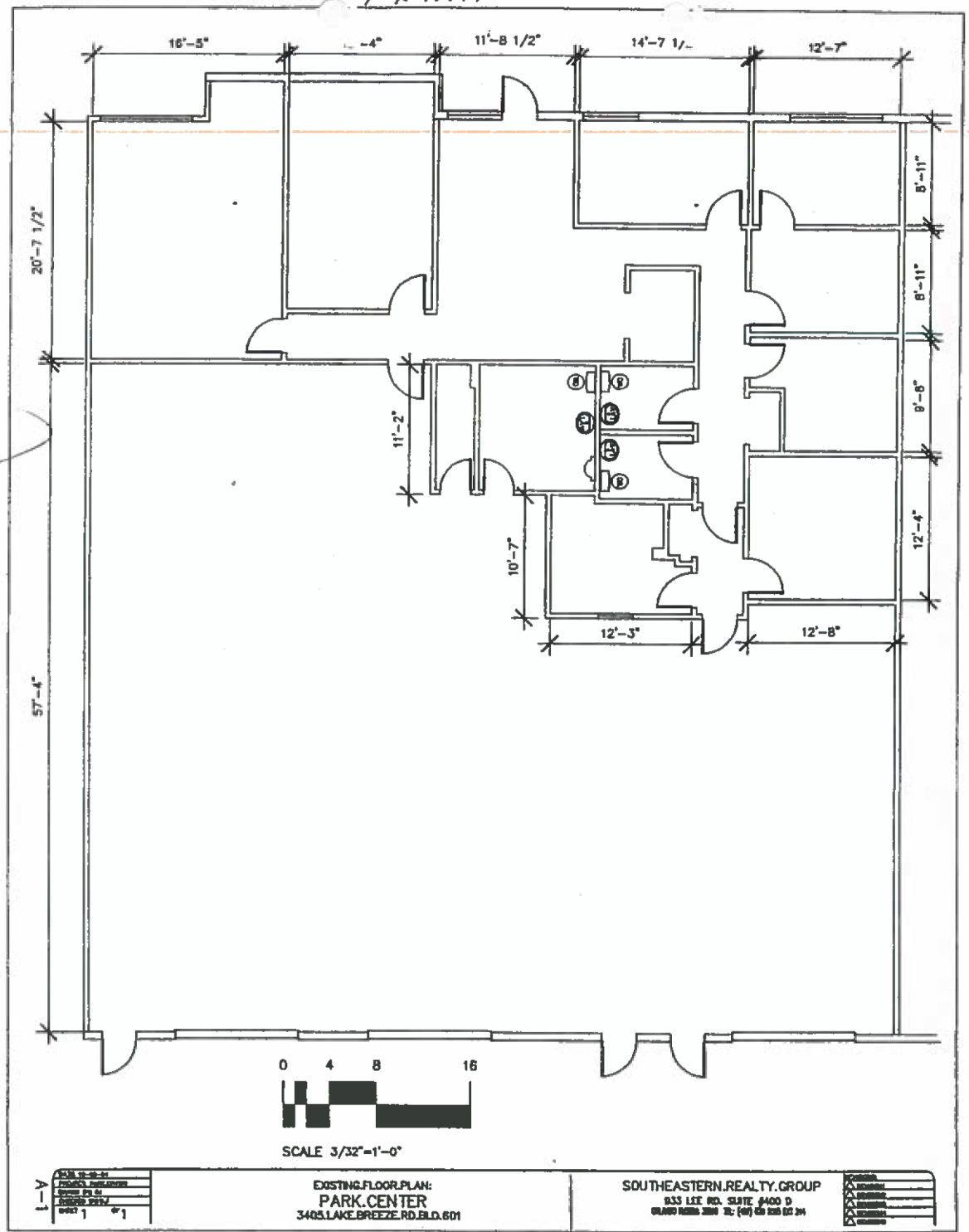
WITNESSES:
(Two required)

[Signature]
Walter Blum

As to Tenant

Tenant: **Iglesia de Dios Misionera**
(Church of God)

By: [Signature]
Title: _____
Date: _____



1-A

DATE: 12-12-24	
PROJECT: PARK CENTER	
DESIGN: J. A. H.	
SCALE: 3/32" = 1'-0"	
SHEET: 1	OF: 1

SCALE 3/32"=1'-0"

EXISTING FLOOR PLAN:
PARK CENTER
 3405 LAKE BREEZE RD. BLD. 601

SOUTHEASTERN REALTY GROUP
 933 LEE RD. SUITE #400 D
 ORLANDO FL 32801-2821 (407) 651-2224

REVISION	
DATE	
BY	
CHKD	
APPD	

EXHIBIT B

Date

Subject: Lease dated 5-9-05, (the "Lease")

Dear (Tenant):

Some time ago, we refinanced the property located at Highway 441 and John Young Parkway with a loan from Aid Association for Lutherans ("AAL"). In connection with the loan, we delivered to AAL an Assignment of Rents and Leases (the "Assignment").

This is to notify you that in accordance with the terms of the Assignment and the mortgage loan financing, the entire interest of the Landlord in the above-mentioned Lease was duly assigned to AAL.

However, there is to be no change in the manner in which your lease provides for making your rental payments. Unless you are otherwise notified in writing by AAL, continue to make your rental payments as your lease currently prescribes.

Your attention is also particularly called to the following matters:

1. The Assignment specifically provides that, unless approved in writing by AAL, no cancellation, surrender, or modification may be made of the Lease, no rentals shall be paid other than as now provided in the Lease, and rent may not be collected in advance for more than one month.
2. Although the Assignment is absolute in nature, there is a license back to the Landlord, and the Landlord remains solely liable to you under the Lease. AAL does not assume any duty, liability, or obligation under the Lease or any extension or renewal of the Lease either by virtue of the Assignment or by any subsequent receipt or collection of rentals under the Assignment.
3. Upon receipt of written notice from AAL, you will make your monthly payments as directed in such notice.
4. All notices required under the terms of the Lease shall also be sent to AAL at 4321 North Ballard Road, Appleton, WI 54919, Attention: Investment Department.

Sincerely,

Landlord:
PARK CENTER PROPERTIES,
(a New York General Partnership)

By: [Signature]
Title: PARTNER

Tenant:
Iglesia de Dios Misionera (Church of God)

By: [Signature]
Title: _____

EXHIBIT C**Date****Rental Schedule****1st year**

9-1-05	to	11-30-05	\$2,566.67 per month
12-1-05	to	2-28-06	\$2,800.00 per month
3-1-06	to	8-31-06	\$3,266.67 per month

2nd year

9-1-06	to	2-28-07	\$3,300.00 per month
3-1-07	to	8-31-07	\$3,500.00 per month

3rd year

9-1-07	to	8-31-08	\$3,502.00 per month
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4th year

9-1-08	to	8-31-09	\$3,607.06 per month
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5th year

9-1-09	to	8-31-10	\$3,715.27 per month
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EXHIBIT

“4”

EXHIBIT "D"

GUARANTY OF LEASE

THIS IS A GENERAL GUARANTY WHICH IS ENFORCEABLE BY THE LANDLORD, ITS SUCCESSIONS AND ASSIGNS. THIS IS ALSO AN ABSOLUTE AND UNCONDITIONAL GUARANTY.

The undersigned (the "GUARANTOR") absolutely and unconditionally guarantees the prompt and full performance and observance by Iglesia ^{de Dios} (the "TENANT"), and by its legal representatives, successors, and assigns, of all the provisions to be performed by the TENANT under the lease dated 5-19, 2005, between Park Center Properties (the "LANDLORD") and TENANT for space at Park Center, whether before, during, or after the Lease term. Guarantor represents and warrants that he has a direct financial interest in TENANT and he has received substantial consideration in exchange for making this Guaranty.

This is a guaranty of payment not collection and LANDLORD may proceed directly against GUARANTOR without first proceeding with any remedies against TENANT. This Guaranty shall not be impaired by, and GUARANTOR consents to, any modification, supplement, extension, or amendment of the Lease to which the parties to the Lease may hereafter agree. Presentment, notice and demand on TENANT or GUARANTOR and subsequent dishonor are not conditions to proceeding against GUARANTOR.

In connection with any suit, action, or other proceeding, including arbitration or bankruptcy, arising out of or in any manner relating to this Guaranty, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys', paralegals', and legal assistants' fees and disbursements (including disbursements which would not otherwise be taxable as costs in the proceeding) and expert witness fees through and including all post-judgment and appellate levels.

This Guaranty shall be governed by the laws of the state of Florida. Proper venue for any action which may be brought under this agreement shall be Orange County, Florida.

This Guaranty is a continuing guaranty that shall be effective before the commencement of the Lease Term, and shall remain effective following the Lease Term following the Lease Term as to any surviving provisions that remain effective after the termination of the Lease. The GUARANTOR's obligations under this Guaranty shall also continue in full force and effect after any transfer of the TENANT's interests under the Lease as defined in the Lease.

The liability of GUARANTOR under the Guaranty shall in no way be affected, modified, or diminished by reason of: (a) any assignment, renewal, modification, amendment, or extension of the Lease; or (b) any modification or waiver of or change in any of the terms, covenant, and conditions of the Lease by LANDLORD and TENANT; or (c) any extension of time that may be granted by LANDLORD to TENANT; or (d) any consent, release, indulgence, or other action, inaction, or omission under or in respect of the Lease; or (e) any dealings or transactions or

matters, or things occurring between LANDLORD and TENANT, or (f) any bankruptcy, insolvency, reorganization, liquidation, arrangement, assignment for the benefit of creditors, receivership, trusteeship, or similar proceedings affecting TENANT, or the rejection or disaffirmance of the Lease in any proceedings, whether or not notice of the proceedings is given to GUARANTOR.

For purposes of this Guaranty, on a default by TENANT under the Lease, the entire balance of all forms of rent due under the Lease for the remainder of the Lease Term may be declared to be forthwith due and payable as provided in the Lease, notwithstanding any stay, injunction, or other prohibition preventing a similar declaration as against TENANT, and in the event of any such declaration by LANDLORD, all of the obligations (whether or not due and payable by TENANT) shall forthwith become due and payable by GUARANTOR under this Guaranty.

If LANDLORD assigns the Lease or sells the Building Project, the LANDLORD may assign this Guaranty to the assignee or transferee, who shall thereupon succeed to the rights of the LANDLORD under this Guaranty to the same extent as if the assignee was an original guaranteed party named in this Guaranty, and the same rights shall accrue to each subsequent assignee of this Guaranty. If TENANT assigns or sublets the Premises, the obligations of the GUARANTOR under this Guaranty shall remain in full force and effect.

From time to time, GUARANTOR, on not less than five days' prior notice, shall execute and deliver to LANDLORD an estoppel certificate in a form generally consistent with the requirements of institutional lenders and certified to LANDLORD and any mortgagee or prospective mortgagee or purchaser of the Building Project. In addition, if requested, GUARANTOR shall provide any financial information concerning GUARANTOR that may be reasonably requested by any mortgagee of prospective mortgagee or purchaser of the Building Project.

If there is more than one GUARANTOR, the liability of each GUARANTOR shall be joint and several with all the other GUARANTORS.

EXHIBIT "D"

GUARANTY (cont.)

[Signature]
Guarantor

Social Security Number [REDACTED]

Driver's License Number 523-423-66-298-0

Dated May 16, 2005

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16 day of May,
2004, by JUAN CARLOS AMESTY, as GUARANTOR of [REDACTED]
Equipe de Ombudsman who is personally known to me or has produced
FL D.L. as identification.

OFFICIAL NOTORIAL SEAL:

[Signature]
Notary Public, State of Florida

CLAIRE O'BRIEN
Print Name



Claire O'Brien
My Commission DD106479
Expires April 12, 2008

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