



BROWARD COMMUNITY COLLEGE

We keep you thinking.

Office of the president

To: Members of the Board of Trustees

From: J. David Armstrong Jr., President

Date: June 25, 2008

Place: Regular Meeting of the Board of Trustees
Broward Community College
111 East Las Olas Boulevard
Boardroom 1208, Willis Holcombe Center
Fort Lauderdale, FL

Subject: Agenda Item VI-H-AAIE (Assoc. for the Advancemt. of Int'l. Ed.) Lease

Brief Description:

AAIE is seeking to lease space on BCC's North Campus. AAIE will be relocating its office to the Boca/Fort Lauderdale area in the fall of 2008. AAIE wishes to lease office space from an institution of higher learning, preferably one that has a commitment to international education. Currently the AAIE Office is housed at Sheridan College in Sheridan and Wyoming.

Benefit to BCC:

Revenue generating source and exposure for the college to an international community of leaders and learners.

Relationship to College Master Plan: Goal 5

Board Agenda Approved: _____
Date: _____

Agenda Item VI-H
Enclosure _____

**BOARD OF TRUSTEES
AGENDA TRANSMITTAL SHEET**

To: President
From: Provost
Subj: Association for the Advancement of International Education

Date: June 25, 2008

Issue: Lease: Association for the Advancement of International Education

Background/Analysis: The Association for the Advancement of International Education

For over 40 years, the Association for the Advancement of International Education (AAIE) has been a leader in international education. It is an international association of educational leaders and learners. Its membership is made up of international schools, universities, international consultants and U.S. individuals and associations supportive of international education. AAIE also receives an annual grant from the Office of Overseas Schools – US State Department (A/OS). Among the activities and services it provides are an annual conference and a number of summer institutes; publications (a bi-annual journal, a membership directory, calendar of international educational events, etc.); and a number of international school list serves (i.e. HeadNet, PrincipalNet, CounselorNet). For more information please see www.aaie.org.

The AAIE Office

AAIE will be relocating its office to the Boca/Ft. Lauderdale area in the fall of 2008. AAIE wishes to lease office space from an institution of higher learning, preferably one that has a commitment to international education. Currently the AAIE Office is housed at Sheridan College in Sheridan, Wyoming and the following is provided:

Benefits of Association with AAIE:

1. Increased contact with International Schools & institutions/associations
2. Complimentary AAIE Membership
3. Complimentary Ad in Inter Ed publication
4. Waiving of annual AAIE conference fee for one attendee
5. Possibility of additional revenue if there are facilities can be utilized for AAIE summer institutes.
6. Opportunity for staff to consult with individual international schools

Fiscal Impact: If approved, AAIE will pay the North Campus an annual sum of \$12,000.

Barbara J. Bryan, Ph.D.

Initiating Official

Dr. Barbara J. Bryan, Provost

Staff Position: Recommend Approval

THIS RECOMMENDED ACTION MEETS THE FOLLOWING ELEMENT(S) OF THE COLLEGE'S MISSION STATEMENT:

- | | | |
|--|-------|--|
| <input checked="" type="checkbox"/> Providing high quality educational programs | _____ | Providing high quality services |
| <input checked="" type="checkbox"/> Providing for affordability to a diverse community of learners | _____ | Providing for accessibility to a diverse community of learners |
| <input checked="" type="checkbox"/> Commitment to student achievement | _____ | Commitment to lifelong learning |
| <input checked="" type="checkbox"/> Commitment to academic excellence | _____ | Providing use of current technology |

BRIEFLY DESCRIBE HOW THIS RECOMMENDATION ACHIEVES THE ABOVE ELEMENT(S) IN THE COLLEGE'S MISSION STATEMENT:

Minority Firm: Yes ___ No ___ N/A X

Broward Firm: Yes ___ No ___ N/A X

This is a legally binding document. Please read it thoroughly before you sign.
THERE ARE NO AGREEMENTS BETWEEN THE PARTIES UNLESS CONTAINED IN WRITING IN THIS LEASE.

~~JUN 25 2008~~

OFFICE LEASE

ENCLOSURE _____

FACE PAGE

Lease Date:	_____, 2008		
Lease Term:	3 Years	Commencement Date:	_____, 2008
Extension Term:	1 - 3 YEARS	Ending Date:	_____, 2011

Landlord:	THE DISTRICT BOARD OF TRUSTEES OF BROWARD COMMUNITY COLLEGE, FLORIDA
Landlord's Address:	111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301
Facsimile:	_____

Tenant:	THE ASSOCIATION FOR THE ADVANCEMENT OF INTERNATIONAL EDUCATION
Tenant's Address:	c/o Board of Education of Baltimore County Augburth Manor Towson, MD
Facsimile:	_____

Campus:	North Campus	Building:	60
Premises:	Office Space No(s): 413 and 414. Approximate Size: 266 square feet See Exhibit A (Site Plan) for approximate office location as marked.		
Common Facilities:	Those portions of the Building permitted to be used by all occupants thereof including restroom facilities, public break rooms, lobbies and eating areas, egress and ingress to and from the Building and the Premises, all general use parking spaces located next to the B 62-Faculty/Staff parking area on the Campus and ingress and egress from the parking spaces to public roads surrounding the Campus.		
Permitted Use:	Offices for educational purposes		
Permitted Hours of Use:	Monday – Friday, 8:00 AM to 6:00 PM and Saturday 8:00 AM to 1:00 PM. (but excluding Sundays and legal holidays)		

Landlord's Work:	None.		
Days for Completion of Landlord's Work:	NA days	Days for Completion of Tenant's Work:	NA days
Tenant's Work:	N/A.		

Base Rent:	Per Sq. Ft: \$45.11	Per Month: \$1,000.00	Per Year: \$12,000.00
Rent Adjustment:	3% increase upon commencement of Extension Term.		
Estimated Additional Rent:			
1. Common Facilities Charges (Initial Estimates):	NA		
2. Real Estate Taxes and Assessments:	Per Sq. Ft: \$ __.00	Per Month: \$ _____.00	Per Year: \$ _____.00
Security Deposit	NA		

Other:	
Landlord has right to terminate Lease by providing Tenant with at least 60 days' prior written notice.	

The submission of this document for examination does not constitute an option or offer to lease space. This document shall have no binding effect on the parties unless a copy, executed by Landlord, is delivered to the Tenant.

OFFICE LEASE

THIS OFFICE LEASE ("**Lease**"), dated as of the Lease Date, is by and between Landlord and Tenant. This Lease includes and incorporates the FACE PAGE and all Exhibits attached hereto and made a part hereof. Capitalized terms used but not defined in this Lease and defined on the FACE PAGE have the same meanings assigned to such terms thereon unless the context in which such terms are used in this Lease clearly requires a different meaning.

NOW THEREFORE, for good and valuable consideration and the promises contained herein, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Premises.

1.1 **Premises.** Landlord leases to Tenant, and Tenant leases from Landlord, the Premises upon the terms and conditions set forth in this Lease. The Premises are located in the Building. The Building is located within the Campus.

1.2 **Use of Common Facilities.** Tenant's lease of the Premises shall include the right to the non-exclusive use, in common with others, the Common Facilities subject to Landlord's rules and regulations governing the use thereof, as promulgated and amended by Landlord from time to time. Any dimensions used in this Lease are approximate only. Landlord reserves the right to change the location, nature, type, shape, height and other aspects of the Building and the Common Facilities as well as to reduce or expand the size of the Campus or any buildings, premises or Common Facilities therein.

2. Possession.

2.1 **Delivery of Possession.** Landlord will have delivered possession of the Premises to Tenant when it delivers keys for the Premises to Tenant.

2.2 **Acceptance.** Tenant shall be deemed to have conclusively accepted the Premises in its "as-is" condition by virtue of its occupancy of the Premises or its installation of fixtures, facilities or equipment, or performance of work on the Premises, whether on its own or through its contractors.

2.3 **Use.** Tenant shall use and occupy the Premises solely and exclusively for the conduct of the Permitted Use and for no other purpose. In no event may Tenant, (a) change the character of its business conducted on the Premises, (b) conduct business that is not described as the Permitted Use on the Premises, (c) do anything on the Premises or within the Campus that jeopardizes or terminates Landlord's tax-exempt status, or (d) conduct any illegal business or sell any pornographic items.

2.4 **Use of Premises.** Tenant may only use the Premises during the Permitted Hours of Use.

2.5 **Other Tenants.** Tenant acknowledges that (a) Landlord has leased or may lease other space on the Campus to businesses that may or will be similar to or competitive with Tenant, and (b) Landlord has made no direct or indirect written or oral promises or representations regarding same.

2.6 **Relocation.** Landlord reserves the right to, during the Lease Term or any Extension Term (the Lease Term and any Extension Term, the "**Term**"), at its sole cost and expense, remove Tenant from the Premises and relocate Tenant in some other space on the Campus of approximately the same dimension and size. Landlord shall decorate this other space at Landlord's expense using decorations from the prior Premises or other materials so that the new space is comparable to the prior Premises. No right granted to Tenant in this Lease, including, but not limited to, the right of peaceful and quiet enjoyment, shall be deemed or construed to have been breached or interfered with by reason of Landlord's exercise of its relocation rights. The removal and relocation of Tenant as permitted above shall not terminate this Lease or release Tenant from liability hereunder. If Landlord desires to relocate Tenant as set forth above, Landlord shall give written notice to Tenant at least sixty (60) days prior to date on which Tenant will be relocated.

3. Term.

3.1 **Initial Term.** The Lease Term shall commence on the Commencement Date and end at 11:59 p.m. EDT on the Ending Date.

3.2 **Extension Term.** Provided Tenant is not then in default under this Lease, the Initial Term shall upon its expiration automatically extend for the Extension Term upon the same terms and conditions set forth herein except that the Base Rent shall increase by the Rental Adjustment.

3.3 **Termination for Convenience.** Notwithstanding anything to the contrary set forth herein, Landlord may terminate this Lease at any time and for any reason by providing Tenant with at least 60 days' prior written notice.

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4. Rent.

4.1 **Base Rent.** Tenant shall pay Landlord the Base Rent plus all sales and other applicable taxes in the coin or currency of the United States of America payable in advance in equal monthly installments without deductions or set-offs and without prior demand therefor on the fifth day of each calendar month during the Term. Such Base Rent shall commence to accrue and be due and payable on the Commencement Date. The first Base Rent payment is due hereunder on the fifth day of the first calendar month after the Commencement Date and shall include, in addition to one full month's of Base Rent, a prorated amount applicable to the period from the Commencement Date to such rental payment date if applicable.

4.2 **Lease Year.** The first lease year begins on the Commencement Date and extends through December 31 of the year in which the Commencement Date occurred. Thereafter each lease year commences on January 1 and ends twelve (12) calendar months thereafter or, for the last lease year, at the expiration of the Term.

4.3 **Rent Adjustment.** Base Rent shall be adjusted upon the commencement of the Extension Term in accordance with the Rent Adjustment.

4.4 **Additional Rent.** In addition to Base Rent, all other payments Tenant is required to make under this Lease shall be deemed to be additional rent whether designated as such. Additional rent is due on Landlord's demand or with the next succeeding installment of Base Rent, whichever occurs first. Landlord has the same remedies available to collect additional rent as are available to collect Base Rent. Landlord may, without any obligation to do same, pay or do any act requiring the expenditure of money to cure any default by Tenant hereunder. If Landlord chooses to make such expenditures, Tenant shall, upon Landlord's demand, pay all such sums expended by Landlord to Landlord and such amounts shall be deemed additional rent hereunder.

4.5 **Late Payments.** If any payment due by Tenant hereunder is not be paid within ten (10) days of its due date, in addition to, and not in substitution for, any other rights Landlord may have, Tenant shall pay Landlord a late payment fee of five percent (5%) of the amount overdue. For the purpose of this Subsection, payment shall be deemed paid when actually received by Landlord at the address hereinafter designated, or such other address as Landlord may, in writing, from time to time direct to Tenant. The late payment fee shall be deemed additional rent hereunder and is not interest or a penalty.

4.6 **Relationship of the Parties.** Landlord shall in no event be construed a partner or engaged in a joint venture with, or an associate of, Tenant in the conduct of its business. Landlord shall absolutely not be liable for any debts or other liabilities of any kind or sort whatsoever incurred by Tenant. Nothing contained in this Lease shall be deemed or construed to confer upon Landlord any interest in the business of the Tenant. The relationship of the parties during the Term shall at all times be solely that of landlord and tenant.

4.7 **Time and Place of Payment.** Tenant shall promptly pay all amounts due hereunder to Landlord at Landlord's Address, or to such other person or such other place Landlord may designate in writing from time. All payments due under this Lease shall be made, at Landlord's option, in cash or by cashier's check issued by a national banking association located in the county in which the Campus is located; all checks shall be received subject to clearance.

5. **Common Facilities.** The Common Facilities will be provided for the common or joint use of the various occupants of the Campus and their respective employees, agents, servants, students, customers and other invitees. The Common Facilities shall at all times be subject to the exclusive control, administration, and management of Landlord. Landlord shall have the right from time to time to change the area, level, location, amount and arrangement of any or all Common Facilities, including, without limitation, roadways, parking areas, driveways, entrances and exits, to restrict parking by tenants and their employees to employee parking areas, and to make all rules and regulations pertaining to and necessary for, in Landlord's sole judgment, the proper operation and maintenance of the Common Facilities. In the event that any of the Tenant's principals or employees park in other than designated employee parking areas, if the same be provided, Tenant shall pay Landlord a cost per day per vehicle for each and every instance of such unauthorized parking plus the cost of towing and storage for any such vehicle, all as set forth in the Rules and Regulations, as the same may be changed from time to time.

6. Utilities, Electricity, HVAC and Janitorial.

6.1 **Utilities.** In addition to all rentals herein specified, Tenant shall pay for all utilities of whatever kind or sort, used, installed, provided or consumed in or upon the Premises except for garbage removal and electricity consumed in normal and reasonable amounts, which payments for such garbage removal and electricity services are, subject to Sections 6.2 and 6.4, included in the Base Rent. Tenant shall pay for utilities not provided by Landlord as and when they are due and payable. If Landlord determines Tenant is consuming electricity in amounts in excess of normal and reasonable amounts, Landlord shall invoice Tenant monthly for 115% of Landlord's cost of such additional electricity and Tenant shall pay the amount of such invoice to Landlord within ten (10) days of receiving same. Landlord's determination of use of electricity by Tenant shall be conclusive, absent manifest error. Landlord may determine the amount of such additional consumption and potential consumption by either or both (a) a review of standard or average usage of electricity in the Building or other comparable buildings owned or used by Landlord, or (b) a separate meter in the Premises installed, maintained and read by Landlord at Tenant's expense.

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6.2 Electricity. So long as no Event of Default (as hereinafter defined) has occurred and is continuing, Landlord will furnish or cause to be furnished to the Premises on a 24-hour per day, 7-day per week basis (except as otherwise set forth herein), electricity. Tenant's use of electricity in the Premises may not at any time exceed the capacity of the electrical conductors and equipment serving the Premises. Unless Tenant obtains Landlord's prior written consent, Tenant may not: (a) connect reproducing equipment, electronic data processing equipment, heating or air-conditioning equipment or special lighting in excess of the building standard specifications for the Premises, or any other item of electrical equipment that consumes more electricity than permitted by the Building standard specifications for the Premises, nor (b) make any alteration or addition to the electrical system of the Premises. If Landlord grants such consent, Landlord will provide, at 115% of the cost thereof to Landlord, all of which costs Tenant shall pay or reimburse to Landlord within ten (10) days of Tenant's receipt of an invoice for same, additional risers or other equipment so consented to by Landlord.

6.3 Heating and Air Conditioning. So long as no Event of Default (as hereinafter defined) has occurred and is continuing, Landlord will furnish or cause to be furnished to the Premises during the Permitted Hours of Use heat or air-conditioning service ("**HVAC Service**"), as applicable, as is, in Landlord's reasonable judgment, necessary to maintain reasonably comfortable temperatures in the Premises during Normal Business Conditions (as hereinafter defined) (excepting any areas that develop excessive heat from machines, lights, sun, over-crowding or other sources). "**Normal Business Conditions**" means those conditions that are normal and customary for buildings of the same size, type, age and quality as the Building in the area in which the Building is located and for premises being used for the same general uses and purposes as the uses permitted hereunder.

6.4 Janitorial Services. So long as no Event of Default has occurred and is continuing hereunder, Landlord will furnish or cause to be furnished to the Premises janitorial services in accordance with the building standard janitorial specifications established by Landlord from time to time, provided that such janitorial services will in any event be furnished in a manner reasonably comparable to such service as is then customarily furnished in comparable buildings owned by Landlord. Tenant shall pay Landlord for, within ten (10) days of receiving an invoice for same, any such janitorial services above building standard at 115% of Landlord's cost for same.

6.5 NO LIABILITY. UNLESS CAUSED BY LANDLORD'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, INTERRUPTION OR MALFUNCTION OF ANY UTILITY OR TELEPHONE SERVICE OR THE FAILURE TO MAINTAIN TEMPERATURE OR ELECTRICAL CONSTANCY LEVELS AND THE RESULTS OR EFFECT THEREOF SHALL NOT (A) CONSTITUTE A BREACH BY LANDLORD, (B) BE DEEMED TO CAUSE AN EVICTION (CONSTRUCTIVE OR ACTUAL) OR DISTURBANCE OF TENANT, (C) RELEASE TENANT FROM ANY OBLIGATION HEREUNDER, (D) GRANT TO OR ENTITLE TENANT TO ANY RIGHT TO OFFSET OR RENT ABATEMENT, (E) SUBJECT LANDLORD OR LANDLORD'S AGENTS TO LIABILITY FOR DAMAGES (CONSEQUENTIAL OR OTHERWISE) AS A RESULT THEREOF, (F) CONSTITUTE A BREACH OF ANY IMPLIED WARRANTY OF SUITABILITY, OR (G) RELIEVE TENANT FROM THE OBLIGATION TO PERFORM ANY COVENANT OR AGREEMENT HEREIN. LANDLORD IS NOT RESPONSIBLE FOR PROVIDING ANY SERVICES EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6. TENANT WILL PAY FOR, PRIOR TO DELINQUENCY, ALL TELEPHONE CHARGES AND ALL COSTS OF OTHER MATERIALS AND SERVICES THAT ARE NOT EXPRESSLY LANDLORD'S OBLIGATION HEREUNDER AND THAT ARE FURNISHED TO OR USED ON OR ABOUT THE PREMISES DURING THE TERM. UNLESS CAUSED BY LANDLORD'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, LANDLORD HAS NO LIABILITY OR RESPONSIBILITY FOR ANY TENANT LOSS, DAMAGE, OR EXPENSE SUSTAINED OR INCURRED AS A RESULT OF ANY CHANGE, FAILURE, INTERFERENCE, DISRUPTION, OR DEFECT IN THE SUPPLY OR CHARACTER OF THE ELECTRIC ENERGY FURNISHED TO THE PREMISES, OR IF THE QUANTITY OR CHARACTER OF THE ELECTRIC ENERGY SUPPLIED BY ANY PROVIDER IS NO LONGER AVAILABLE OR SUITABLE FOR TENANT'S REQUIREMENTS, AND NO SUCH CHANGE, FAILURE, DEFECT, UNAVAILABILITY, OR UNSUITABILITY WILL CONSTITUTE AN ACTUAL OR CONSTRUCTIVE EVICTION, IN WHOLE OR IN PART, ENTITLE TENANT TO ANY ABATEMENT OR DIMINUTION OF RENT, OR RELIEVE TENANT FROM ANY OF ITS OBLIGATIONS UNDER THE LEASE.

6.6 Discontinuance. Landlord's obligations under this Section 6 are subject to (a) the rules and regulations of the supplier(s) of such services, and (b) all applicable governmental rules and regulations. Landlord may, by providing Tenant with at least 30 days' prior written notice, discontinue providing to the Premises any such service the payment for which is not included in the Base Rent; provided Landlord first arranges for a direct connection of such services to the Premises. Tenant is responsible for contracting with such supplier and for paying all deposits and costs relating to such services from and after the date Landlord discontinues providing same.

7. Taxes.

7.1 Taxes and Assessments. Commencing with the Commencement Date, Tenant shall pay when due any and all real estate taxes and all assessments which may be levied against the Premises or any of Tenant's property located in the Premises (including the fee interest, the leasehold interest, and otherwise) by the local tax authorities and all other governmental agencies. Any and all payments due hereunder for such taxes shall be made by Tenant on or before the date such taxes are due. In the event the last lease year is not a calendar year, Tenant's share of such taxes shall be prorated.

7.2 Monthly Payments. Landlord may require at any time during the term of this Lease and from time to time, at its sole option and in its sole discretion, that Tenant shall pay one twelfth (1/12th) of the annual amount estimated by Landlord to be due under this Section 7 with each monthly payment of Base Rent with appropriate adjustments, if any, to be made upon receipt of actual tax bills.

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7.3 Sales, Use, Excise and Other Taxes. Tenant shall pay Landlord any and all sales, use, excise or other tax (excluding therefrom income taxes only) imposed or levied against rentals or any other charge or payment required under this Lease to be made by Tenant which has been imposed or levied on or against the same by any governmental agency having, or purporting to have, jurisdiction there over.

8. Repairs. Tenant shall, at its sole cost and expense repair, refinish, repaint, recover and replace non-structural items contained within the Premises including all floor and window coverings, interior doors and walls, ceilings and lighting, fixtures and other improvements made to the Premises by or on behalf of Tenant, and maintain those items in good working order and proper repair, using materials and labor of a kind and quality equal to or better than the original work. Tenant shall surrender the Premises at the expiration or earlier termination of this Lease in as good condition as when received, excluding solely reasonable wear and tear and damage by fire or other casualty. Landlord shall, at its sole expenses, keep and maintain in good condition all electrical, plumbing, heating, air conditioning and all other mechanical equipment, all roofs, foundations, exterior doors, exterior lighting, exterior fixtures and all plate glass and door and window glass installed, constructed or provided, in each case, by Landlord on the Premises; provided, however, that Tenant shall reimburse Landlord for its repair and replacement costs of same to the extent required due to the acts of Tenant or any of its employees, agents, contractors or invitees. Except as set forth in this Lease, Landlord has no obligation to repair, maintain, alter or modify any portion of the Premises or any mechanical or other equipment installed therein.

9. Tenant's Right to Make Alterations.

9.1 Landlord Approval. Tenant shall not make any alterations, improvements or additions to or upon the Premises without obtaining Landlord's prior and specific written consent, which consent shall not be unreasonably withheld. Tenant shall not cut or drill into, or secure any fixture, apparatus or equipment of any kind to any part of the Premises without obtaining Landlord's prior and specific written consent. Any such alterations, improvements and additions shall remain upon the Premises and shall become Landlord's property upon the expiration or earlier termination of this Lease unless Landlord shall, prior to or within thirty (30) days after the expiration or earlier termination of this Lease, give Tenant written notice and direction to remove same at Tenant's sole cost and expense. If such notice is given, Tenant shall, at its expense and within thirty (30) days of receiving such notice, remove such alterations, improvements and additions and restore the Premises to the same good working order and condition in which it was on the Commencement Date. Tenant's obligation hereunder shall survive the expiration or termination of this Lease.

9.2 Labor Harmony. Tenant shall not engage the services of any contractors or subcontractors that Tenant knows or has been told by Landlord may not work in harmony with (a) each other, (b) Landlord's contractors, and (c) any other contractors or subcontractors then working in the Building. Tenant shall not engage any laborers that Tenant knows or has been told by Landlord may not work in harmony with all other laborers then working in the Building.

9.3 Contractor Agreement. Tenant shall cause its contracts with such contractors and subcontractors to contain provisions requiring such contractors and subcontractors to indemnify and hold harmless Landlord and Landlord's contractors from and against any claims, actions or damages resulting from acts of such contractors or subcontractors, their agents, employees, or contractors in performing work for Tenant in the Premises.

9.4 Within Premises Only. Tenant shall be limited to performing its work, including any office or storage for construction purposes, within the Premises only. Tenant and Tenant's contractors shall be responsible for daily removal from the Building of all trash, rubbish, and surplus materials resulting from constructing and fixturing the Premises.

10. Tenant's Covenants. Tenant shall:

10.1 Compliance With Laws. Comply with any and all requirements of all public authorities having, or purporting to have, jurisdiction and with the terms of any State, Federal, or local statute, ordinance, or regulation applicable to Tenant or its use of the Premises and reimburse Landlord for any and all penalties, fines, costs, expenses or damages, including attorneys' fees, Landlord incurs as a result of Tenant's failure to so comply, and

10.2 Notices. Give Landlord immediate written, full, complete, and specific notice of any accident, fire, damage, or injury whatsoever occurring in, on or to the Premises, and

10.3 Loading and Unloading. Load and unload items delivered to the Premises only at such times, in such areas and through such entrances that Landlord designates for such purpose, and

10.4 Garbage and Refuse. Keep all garbage and refuse in the kind of containers specified by Landlord, and

10.5 Clean Conditions. Keep the Premises clean, orderly, sanitary and free from objectionable odors and from insects, vermin and other pests and, with affirmative action, disallow the usage and possession of any illegal substance in, on or upon the Premises, and

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10.6 **Parking.** Require Tenant's employees to park their cars only in those portions of the parking areas designated for that purpose by Landlord and, if Tenant or Tenant's principals or employees violate this provision, Tenant shall pay Landlord a cost per day per vehicle for each and every instance of such unauthorized parking, plus the cost of towing and storage for any such vehicle, all as set forth in the Rules and Regulations, as the same may be changed from time to time, and

10.7 **High Standards.** Conduct its business in the Premises in a dignified manner consistent with the purpose for which it is permitted to be used hereunder, and

10.8 **Rules and Regulations.** Comply with Landlord's reasonable rules and regulations governing the Building, the Premises and Common Facilities that are in effect from time to time, including any required screening required of Tenant's employees, requiring Tenant's employee's to comply with Landlord's security requirements (including the shutting down of the Campus) and the installation of fire extinguisher and other safety equipment as Landlord may reasonably require. Landlord may, from time to time, amend, add to, reduce or otherwise modify such Rules and Regulations as Landlord deems necessary or desirable to protect the reputation, safety, care or cleanliness of the Building, Premises and the Common Facilities, the operations and maintenance thereof and the equipment therein, or for the comfort and safety of Tenant and the other tenants of the Building. Landlord may change or waive (with respect to any Building tenant) any of the Rules and Regulations. Neither Landlord nor Landlord's agents are liable to Tenant or Tenant's agents by reason of (a) any failure to enforce any of the Rules and Regulations, or (b) any violation of any of the Rules and Regulations, or (c) the breach of any provision in any lease by any other tenant in the Building, and

10.9 **Liens.** Shall not permit any lien or any other items of like character (collectively, "**Lien**") to be filed by Tenant's subcontractors, sub-subcontractors, mechanics, laborers and material men (collectively, "**Contractors**") on the Building, the Premises, any Common Facilities, any property therein or thereon or any other property (real or personal) owned by Landlord (collectively, "**Landlord Property**"), and shall immediately remove any Lien filed by any of the Contractors on any Landlord Property, and

10.10 **Fire and Safety Codes.** Comply with all fire and safety codes, rules, and regulations, in effect from time to time during the Term, of the public authorities having, or purporting to have, jurisdiction and to install, keep, and maintain at Tenant's cost and expense any and all systems, equipment, and the like or differing required by any of the same, and

10.11 **Labor Harmony.** Prevent labor disputes involving Tenant's contractors, sub-contractors, suppliers or laborers that may interfere with the construction, completion or operation of the Building or with any work or activities being carried on therein.

11. **No Liens.** Tenant may not create any liens for labor or material on or against the Premises, the Common Facilities or the Building. All persons contracting with the Tenant for the construction, erection, installation, alteration, or repair of improvements in, on or to the Premises and all material men, contractors, subcontractors, sub subcontractors, mechanics, and laborers are hereby charged with notice that they must look solely and only to the Tenant's interests only in the Premises to secure the payment of any bill for work done or material furnished during the Term and, specifically, not to the Landlord or Landlord's interest. Tenant shall include the language of this Section in any contract or agreement for any work done by Tenant in the Premises.

12. **Negative Covenants of Tenant.** Tenant shall not do any of the following without obtaining Landlord's prior, written and specific consent:

12.1 **No Harmful or Disturbing Equipment.** Use or operate any machinery or equipment that, in Landlord's opinion, harms the Building or disturbs other tenants in the Building. Tenant shall not use any loudspeakers, televisions, photographs, radios or other like or differing devices in a manner heard or seen outside the Premises.

12.2 **No Hazardous Activities.** Do or permit to be done any act, manner or thing objectionable to any insurance company that insures any portion of the Premises or Building or resulting in any fire or other insurance that covers the Premises, the Building or any part thereof being void or suspended, or rated at a more hazardous risk than on the date Tenant received possession of the Premises. If Tenant breaches this covenant, in addition to all other remedies available, Tenant shall, upon receiving Landlord's demand for same, pay to Landlord as additional rent 115% of any increase in premiums paid by Landlord for insurance covering the Premises, the Building or any part thereof caused by such breach.

12.3 **No Exterior Attachments.** Attach any awnings, antenna or other projections to the roof or the outside walls of the Premises or the Building.

12.4 **No Security Interests.** Execute or deliver any security interest in any trade fixtures or other property placed in or on the Premises at any time.

12.5 **No Solicitation.** Solicit business or distribute any handbills or other advertising matter in the Building or the Common Facilities including sidewalks, pedestrian walkways, and parking areas and lots.

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12.6 **No Vending Machines.** Operate vending machines, pinball machines, or electronic games or similar devices within the Premises.

12.7 **No Exterior Penetrations.** Penetrate the roof or walls of the Premises without Landlord's written consent. Tenant shall be responsible for the repair of roof leaks caused by such penetration even though Tenant has obtained Landlord's prior written consent thereto.

12.8 **Overloading.** Tenant shall not place a load upon the floor of the Premises exceeding the load per square foot such floor was designed to carry, as determined by Landlord or Landlord's structural engineer. Partitions are considered as part of the load. Landlord may prescribe the weight and position of all safes, files and heavy equipment that Tenant desires to place in the Premises to properly distribute their weight. Tenant's business machines and mechanical equipment shall be installed and maintained so as not to transmit noise or vibration to the building structure or to any other space in the Building. Tenant shall pay the cost of any structural engineering required to determine structural load and all acoustical engineering required to address any noise or vibration caused by Tenant. Tenant shall pay or reimburse Landlord 115% of any and all such costs. Tenant will not have more than one employee for each 150 square feet of net rentable area in the Premises (as reasonably determined by Landlord).

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13. **Signs.**

13.1 Tenant shall not exhibit, inscribe, paint, or affix any sign, advertisement, notice or other lettering on any part of the outside of the Premises or of the Building without first obtaining Landlord's prior, specific written approval thereof. Tenant shall maintain each and every such approved sign, lettering and the like in good condition, working order, and repair at all times. Tenant's sign(s) shall comply with the contents of any "Sign Criteria" set forth by Landlord as the same may be amended or changed from time to time. Tenant shall obtain Landlord's prior written approval of the contractor Tenant wants to use to manufacture and install such signs. Tenant shall manufacture and install such signs at Tenant's expense.

ENCLOSURE

14. **Landlord Rights.** Landlord reserves, without limiting any Landlord's other rights under this Lease, the following rights with respect to the Premises and the Building:

14.1 **Access and Inspections.** Upon reasonable notice (except such notice shall not be required at any time when an Event of Default or emergency (as reasonably determined by Landlord) exists) and at all reasonable times, whether or not during Tenant's normal business hours, by itself or its duly authorized agents or designees, the right to go upon and inspect the Premises, and every part thereof, and at its option to make repairs to the Premises, the Building or the Common Facilities or to make alterations and additions to the Building or the Common Facilities; provided, Landlord shall use reasonable efforts to assure such inspections, repairs and alterations do not unreasonably interfere with Tenant's use of the Premises.

14.2 **Signs, Antennae, Etc.** To install or place upon, or affix to the roof and exterior walls of the Premises equipment, signs, displays, antenna, and any other object(s) of any kind or sort, provided only and solely that the same shall not materially impair the structural integrity of the Building or interfere directly with Tenant's occupancy. Tenant has not been granted any "air-rights" in this Lease.

14.3 **Utilities.** Landlord, Landlord's agent or designee, an independent contractor, or an authorized utility company, as the case may be, shall have the right to run utility lines, pipes, conduits or duct work where necessary or desirable, through attic space, column space, or other parts of the Premises, and to repair, alter, replace or remove the same, all in a manner which does not interfere unnecessarily with Tenant's use of the Premises.

14.4 **Other Rights.** In addition to other rights conferred by this Lease or by law, Landlord reserves the right to, in its discretion, at any time or from time to time: (a) change entrances and exits to the Building and to any parking lot within or adjacent to the Building; (b) install and maintain a sign or signs on the exterior or interior of the Building; (c) change the street address of the Building; (d) designate all sources furnishing signs, sign painting and lettering for the Building; (e) take all reasonable measures as Landlord may deem advisable for the safety and protection of the Premises or of the Building (including searching all persons entering or leaving the Building; evacuating the Building for cause, suspected cause or for drill purposes; temporarily denying access to the Building; closing the Building after normal business hours and on Saturdays, Sundays and holidays, subject, however, to Tenant's right to enter the Building when same is closed after normal business hours under such reasonable regulations as Landlord may prescribe from time to time, which may include by way of example, but not of limitation, that persons entering or leaving the Building, whether or not during normal business hours, identify themselves to a security officer by registration or otherwise and that such persons establish their right to enter or leave the Building); (f) sell or mortgage the Building and assign this Lease in connection therewith; (g) have pass keys to the Premises; (h) repair, alter, renovate, decorate, add to, improve, build additional stories on, or build adjacent to the Building; (i) run necessary pipes, conduits and ducts through the Premises; (j) carry on any work, repairs, alterations or improvements in, on or about the Building or in the vicinity thereof and, during the continuance of any such work, to temporarily close doors, entryways, public space and corridors in the Building; (k) interrupt or temporarily suspend Building services and facilities; (l) change the arrangement and location of entrances or passageways, doors and doorways, corridors, elevators, stairs, toilets, or other public parts of the Building; and (m) grant to anyone the exclusive right to conduct any business or render any service in or to the Building, provided such exclusive right shall not operate to exclude Tenant from the use of the Premises expressly permitted herein. Tenant hereby waives any claim to damages or inconvenience caused by any of the foregoing matters. This Section 14.4 does not diminish Tenant's obligations herein nor create

or increase Landlord's obligations to repair or improve the Premises. Neither Landlord nor its officers, directors, employees and other agents (collectively, "**Landlord's Agents**") are liable to Tenant or Tenant's officer's, directors, employees or other guests (collectively, "**Tenant's Agents**") for any inconvenience, interference, annoyance, loss or damage resulting from any of the actions and matters permitted under this Section nor from any work done in or upon the Premises or any portion of the Building or adjacent grounds.

14.5 No Constructive Eviction. No action under this Section, and no act or failure to act by Landlord or Landlord's Agents during the Term (including any failure by Landlord to enforce the terms of this Lease or to enforce any Rules and Regulations), will constitute an eviction or an acceptance of surrender of the Premises. No agreement to accept surrender of the Premises is valid unless in writing and signed by Landlord. None of Landlord's employees or agents has the power to accept such surrender prior to the expiration or termination of the Lease. Tenant's delivery of keys to any employee of Landlord or Landlord's Agents is not a termination of the Lease or a surrender of the Premises.

15. Damage to Premises. If the Premises are damaged by fire, the elements or other casualty that is not caused by Tenant's negligence or willful acts or omissions, and the Premises are not thereby rendered untenable in whole or in part, and Tenant is not in default of its Lease obligations, Landlord shall, but only out of casualty insurance proceeds, cause such damage to be repaired and the Base Rent shall not abate. If by reason of such occurrence, the Premises are rendered untenable only in part, Landlord shall, but only out of casualty insurance proceeds, cause the damage to be repaired and the Base Rent shall, during such repair period, abate proportionally as to the portion of the Premises rendered untenable. If the Premises are rendered wholly untenable by reason of such occurrence, Landlord may, but only out of casualty insurance proceeds, cause such damage to be repaired and the Base Rent shall, during such repair period, abate in whole. Notwithstanding the foregoing, Landlord may, by providing Tenant with written notice within sixty (60) days following the date such damage or casualty occurs, elect not to repair or reconstruct the destroyed Premises or any portion thereof, and in such event this Lease and the tenancy hereby created shall cease as of the date such notice was given with the Base Rent to be abated as of such date. Nothing contained in this Lease requires Landlord to make any repairs to those elements of the Premises other than those initially provided by Landlord to Tenant. In no event shall Landlord be required to repair damage if Tenant is in default hereunder. If the Premises or any other portion of the Building is damaged by fire or other casualty resulting from the fault, negligence or breach of this Lease by Tenant, its agents, employees, invitees or those for whom Tenant is responsible, the Base Rent and additional rent due hereunder shall not be diminished during the repair of such damage, and Tenant shall be liable to Landlord for 115% of the cost and expense of the repair and restoration of the Premises and Building caused thereby to the extent such cost and expense is not covered by casualty insurance proceeds received in respect thereof.

16. Responsibility, Public Liability Insurance and other Insurance.

16.1 Indemnification. Tenant shall and hereby does indemnify and defend Landlord and save it harmless from and against any and all claims, causes of action, actions, damages, liabilities and expenses including, without limitation, attorneys' fees in connection with any and all of loss of life, personal injury and damage to property occurring in or about, or arising out of or relating to, directly or indirectly in any manner whatsoever, the Premises, adjacent sidewalks and loading platforms or areas, and the Common Facilities or Tenant's use thereof or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, customers, invitees, principals, directors, officers, or employees. Additionally, Tenant shall and hereby does indemnify and defend Landlord and save it harmless from and against any and all claims, causes of action, actions, damages, losses, liabilities and expenses including, without limitation, attorneys' fees, paralegal fees and all other legal and other costs incurred by Landlord in connection with or in any way arising out of Tenant's breach of any provision of this Lease or in connection with any challenge to, loss of or change in Landlord's tax-exempt status as a result of this Lease or Tenant's use of the Premises.

16.2 Insurance. Tenant shall at all times during the term of this Lease keep and maintain in full force and effect at its own sole cost and expense in companies acceptable to Landlord, with deductibles and limits as required by Landlord from time to time, and naming Landlord as an additional insured and as loss payee, the following insurance coverage:

16.2.1 Broad form commercial general public liability insurance with minimum per occurrence combined single limit of \$1,000,000 on account of bodily injury, death or damage to property,

16.2.2 All risk casualty insurance covering such risks, perils and hazards as Landlord may require from time to time, equal to 100% of the insurable replacement costs of Tenant's betterments, improvements, equipment and fixtures in and on the Premises,

16.2.3 Workers compensation and employer liability insurance in compliance with all applicable federal, state and local laws and with minimum limits as set forth in such laws, and

16.2.4 Other insurance in amounts and covering such risks, perils and hazards as Landlord may require from time to time. The amounts, risks, perils, hazards, deductibles, additional insureds, loss payees and other aspects of the insurance required by this Section may be reviewed and adjusted by Landlord from time to time to the extent Landlord determines that such adjustment is necessary to protect the interests of Landlord or Tenant, or both. In such event, Landlord shall advise Tenant in writing of the nature and requirements of any such adjustment and Tenant shall purchase and obtain at its own sole cost and expense insurance in accordance with such adjustments and deliver to Landlord original policies or certificates of insurance evidencing such adjustments **ALL WITHIN 45 DAYS** receipt by Tenant of such written notice.

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16.3 Insurance of Contractors and Subtenants. Tenant shall furnish, or cause to be furnished, insurance coverage from Tenant's contractors, subcontractors, subtenants of the same types, against the same risks, perils and hazards and in the same amounts as required of Tenant pursuant to **Sections 16.2.1 - 16.2.4.**

16.4 Evidence of Insurance. Tenant shall furnish Landlord with original policies or certificates of insurance or other evidence acceptable to Landlord that such insurance is in force and evidence acceptable to Landlord and that the premiums have been paid by Tenant at least ten (10) days prior to the date Tenant is to open its business in the Premises, or with respect to Tenant's contractors and subtenants, at least ten (10) days prior to the date such contractor or subtenant will perform work within, or occupy any portion of the Premises. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or materially change the coverage of such policy or policies without giving ten (10) days prior written notice thereof to Landlord.

16.5 Failures and Remedies. In the event Tenant fails to comply with any of the provisions of this Section, then Landlord, in addition to all other remedies under this Lease and at law, shall be entitled to an immediate judicial injunction prohibiting Tenant and any contractor or subtenant of Tenant from being in possession of the Premises and from conducting any business in the Premises.

16.6 Fire and Extended Coverage Insurance.

16.6.1 Landlord shall at all times during the term hereof maintain in effect a policy or policies of insurance covering the Premises, providing protection against any peril included within the classification "Fire and Extended Coverage," and, at Landlord's option, insurance against sprinkler damage, vandalism, malicious mischief, earthquake damage, and abatement or loss of rent in case of said insured casualties.

16.6.2 Tenant shall not keep or use in or upon the Premises any article or thing that may be prohibited by Landlord's fire or extended coverage insurance policy covering the Building. Tenant shall pay any increase in premiums for such fire and extended coverage insurance policy during the Term resulting from a violation of the foregoing even if Landlord consents to or otherwise waives same. A schedule of the various components of Landlord's insurance premiums issued by Landlord's insurer or its agent in determining insurance rates for the Premises shall be conclusive evidence of such increase in premiums.

16.6.3 In the event that the Tenant's occupancy causes any increase of premium for the fire, boiler or casualty rates on the Premises or any part thereof above the rate for the least hazardous type of occupancy legally permitted in the Premises, the Tenant shall pay the additional premium on the fire, boiler or casualty insurance policies by reason thereof.

16.7 Waiver of Claims.

16.7.1 Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant irrevocably and unconditionally waives and releases all claims for, damage to person(s) or property sustained by Tenant or any person claiming by, through, or under Tenant resulting from any fire, accident, occurrence or condition in or upon the Premises or the Building, including such claims for damage resulting from (i) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, water pipes, stairs, railings or walks, (ii) any equipment or appurtenance becoming out of repair, (iii) the bursting, leaking or running of any tank, wash stand, water closet, waste pipe, sprinkler head or pipe, drain or any other pipe or tank in, upon or about such Building or the Premises, (iv) the backup of any sewer pipe or downspouts, (v) the escape of steam or hot water, (vi) water being upon or coming through the roof or any other place upon or near such Building or premises or otherwise, (vii) the falling of any fixtures, plaster or stucco, (viii) broken glass and (ix) any act or omission of co-tenants or other occupants of said Building or of adjoining or contiguous property or buildings.

16.7.2 Tenant waives any right of recovery against Landlord due to loss of or damage to Tenant's property when such loss of or damage arises out of the acts of God or any of the property perils, such as fire and other perils commonly associated with a broad-form insurance policy, whether or not such perils have been insured, self-insured or non-insured.

17. Trade Fixtures. All trade fixtures, structures or signs installed by Tenant in the Premises shall remain the property of Tenant and shall be removable at the expiration or earlier termination of this Lease or any renewal or extension hereof, provided Tenant shall not at such time be in default under any covenant or agreement contained in this Lease, and provided, further, that in the event of such removal Tenant shall promptly and fully restore the Premises to its original order and condition, reasonable wear and tear excepted. Any such trade fixture, structure or sign not removed at or prior to such termination shall be and become the property of Landlord, unless Landlord shall, prior to or within thirty (30) days after the termination of this Lease, have given written notice and direction to Tenant to remove the same at Tenant's sole cost and expense, in which event Tenant shall at its expense remove such trade fixtures, structure or sign and restore the Premises to the same good working order and condition in which it was at the commencement of the lease term, reasonable wear and tear excepted. Should Tenant fail so to do, Landlord may do so, at Landlord's option, collecting in such instance 115% of the cost and expense thereof from the Tenant as additional rent. All lighting fixtures, air conditioning equipment, electrical and plumbing installations, ceiling and ceiling support systems, the office front and demising and interior partitions, whether or not installed by Tenant, shall not be considered trade fixtures, structures or signs and shall not

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be removable by Tenant at the expiration or earlier termination of this Lease or at the expiration of any renewal or extension thereof and shall be the property of Landlord.

18. Assigning, Mortgaging and Subletting.

18.1 Tenant may not sublet its interest in any part of the Premises unless it obtains Landlord's prior written consent to same.

18.2 Tenant may not assign, mortgage, pledge or encumber this Lease, in whole or in part, without first obtaining the prior, specific written consent of Landlord, which consent shall not be unreasonably withheld. Tenant agrees that in the event of such assignment made with the written consent of the Landlord as aforesaid, it will nevertheless remain unconditionally liable for the performance and financial obligations of all of the terms and conditions and covenants of this Lease. It is not be unreasonable for Landlord to withhold its consent to any assignment, encumbrance or other transfer of Tenant's interest in this Lease if the proposed transferee's anticipated use of the Premises involves the generation, storage, use, treatment or disposal of Hazardous Material (as hereinafter defined). No consent to any assignment or encumbrance shall constitute a further waiver of the provisions of this Section. Any such assignment or encumbrance without such consent shall be void and shall at Landlord's option constitute a default. It shall not be unreasonable for Landlord to withhold its consent to any assignment unless Tenant assigns and pays to Landlord all consideration for the Premises above the amount provided for in this Lease received or to be received by Tenant. If Tenant is a corporation, and if control thereof in any respect whatsoever changes in Landlord's sole but bona fide opinion in any manner whatsoever at any time during the Term, Landlord, at its option and its discretion, may by giving sixty (60) days prior written notice to Tenant, declare such change a breach of and default under this Lease. The changing of control shall be deemed and construed to include, without limiting the generality of the foregoing, the loss or removal of a key principal of Tenant, and any substantial change in management. Prior to requesting the consent of Landlord to any proposed assignment, Tenant shall submit to Landlord detailed written information concerning the proposed sub lessee or assignee, including background information, financial information and references. Landlord shall have the right to deny any requested assignment as set forth herein and shall have the further right to condition its approval to any assignment to an increase in the Base Rent payable for the Premises which increase shall be in an amount determined by the Landlord, in its sole discretion, but which amount shall not be less than the current market leasing rate for comparable premises.

19. **Subordination.** Tenant shall, and hereby does by these terms, fully, absolutely and unconditionally subordinate its rights hereunder to the lien of a mortgage(s), now or hereafter placed against Landlord's (or its successor's) interest in, to and on the Building or any other part of the Campus and to any and all advances, without limitation, made or to be made thereunder and to the interest thereon and to all renewals, replacements, consolidations and extensions thereof and that Tenant will from time to time promptly execute upon demand and without charge such documents and instruments in such form and substance as Landlord or its mortgagees or its other lenders may reasonably require implementing further the foregoing subordination and agreement to subordinate. Tenant shall enter into and execute, without charge, all other documents which any mortgagee or any ground lessor may reasonably request Tenant to enter into and execute, including subordination, non-disturbance and attornment agreements.

20. **Estoppel Certificates.** Tenant shall, upon receiving a request from Landlord, any potential buyer or any of Landlord's mortgagees, from time to time without charge deliver or cause to be delivered to Landlord, such potential buyer or such mortgagee, within (10) days from the date of demand a certificate, duly executed and acknowledged in form for recording, certifying, if true, that this Lease is valid and subsisting and in full force and effect and that Landlord is not in default under any of the terms of this Lease or specifying, if applicable, any default of Landlord.

21. Events of Default.

21.1 The occurrence of any one or more of the following shall constitute an "**Event of Default**" hereunder:

21.1.1 **Failure to Pay.** Tenant's failure to pay when due any installment of rent hereunder or any other sum hereunder required to be paid by Tenant.

21.1.2 **Other Failures to Perform.** Tenant's failure to perform or abide by any other term, provision, covenant, agreement, undertaking, or condition of this Lease within twenty (20) days after written notice and demand of same, or, if such failure is of such character that it requires more than twenty (20) days to cure same, Tenant's failure to proceed immediately, expeditiously, continuously, and diligently to cure fully and completely such failure.

21.2 **Rights of Landlord upon Default by Tenant.** Upon the occurrence of an Event of Default, Landlord, in addition to all rights and remedies granted under the laws of the State of Florida, shall have any and all of the following rights:

21.2.1 To re-enter and remove all persons and property from the Premises, and such property may be removed and stored in a public warehouse, sidewalk or elsewhere at the cost of and for the account and sole risk of Tenant all without service of notice or resort to legal process and without Landlord or its agents being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned hereby, Tenant hereby absolutely waiving all claims for damages related, directly or indirectly, to any of the same.

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21.2.2 To terminate this Lease and re let all or any portion of the Premises for the account of the Landlord or within the sole discretion of Landlord all or any portion of the Premises may be re let for the account of the Tenant.

21.2.3 If any part or portion of the rent or payments agreed to be treated as rent shall remain due and unpaid for three (3) days next after the same shall become due and payable, Landlord shall have the option of declaring the balance of the entire unpaid rent for the entire rental term of this Lease to be accelerated and to be immediately due and payable, and Landlord may then proceed immediately to collect all of the unpaid rent called for by this Lease by distress or otherwise and to terminate this Lease, without prejudice to Tenant's obligation for all such accelerated rent should Tenant fail then to pay the balance of the entire rent for the entire rental term. For purposes of this Section, said balance means the entire Base Rent for the balance of the Term plus, for each remaining year of the Term, additional rent equal to 115% of the amount of all additional rent, including amounts due for taxes, assessments, utilities, electricity, HVAC, janitorial, repairs and other items, paid or payable during the lease year immediately preceding the date of such acceleration.

21.2.4 Landlord may, at its option, do or cause to be done any or all of the things required to cure such Event of Default and in so doing Landlord shall have the right to cause its agents, employees and contractors to enter upon the Premises and in such event shall have no liability whatsoever to Tenant for any loss or damage resulting in any way or manner whatsoever from such action; and Tenant agrees to pay promptly upon demand 115% of any expense whatsoever incurred by Landlord in taking such action, any such sum to be collectible from Tenant as additional rent hereunder.

21.3 Additional Security. If any part of the Base Rent or any other amount due hereunder is not paid within fifteen (15) days of its due date, Tenant shall pay to Landlord, in addition to the Base Rent or other amount then past due, an amount equal to the current Base Rent, which amount shall be received and held by the Landlord as a security deposit to be used and applied upon Tenant's failure to pay amounts due hereunder. Similarly, for each fifteen (15) day period thereafter during which any part of the Base Rent or other money payments due hereunder remain due and unpaid, Tenant shall pay to Landlord an additional sum equal to the current Base Rent as security deposit to be held as set forth herein above.

21.4 Attorneys Fees and Costs. Tenant shall pay all of Landlord's costs, whether or not otherwise considered "court costs," (including reasonable attorneys' fees) and expenses (whether suit is instituted or not) incurred in (a) collecting rent or other amounts due under the Lease, or (b) enforcing all of Tenant's other duties and obligations under the Lease. In any and all litigation between Landlord and Tenant, Tenant shall pay Landlord's reasonable attorneys' fees, taxable costs, and all other expenses at all levels of trial and appeal providing that Landlord prevails on any single issue in the litigation.

21.5 Waivers. The parties hereto shall, and they hereby do, irrevocably waive trial by jury in any and every action or proceeding brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and any claim for injury or damage. In the event Landlord commences any proceedings, whether or not for nonpayment of rent, Base Rent, any additional rent, or otherwise, Tenant shall not, and does hereby waive any of Tenant's rights to assert in such proceedings any claims, damages, waiver or setoff, if any, on the part of Tenant. The provision in the immediately foregoing sentence shall not, however, be construed as a waiver of the Tenant's right to assert claims, damages, waiver or setoff, if any, in any separate action or actions brought by the Tenant.

21.6 Waiver of Redemption. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause or in the event of Landlord obtaining possession of the Premises, by reason of violation by Tenant of any of the terms, covenants or conditions of this Lease, or otherwise.

21.7 Cumulative Remedies. The rights of the Landlord under this Lease shall be cumulative and the failure on the part of the Landlord to exercise any rights under this Lease shall not operate to forfeit any of the Landlord's rights. The failure of Landlord to insist, at any time, upon strict performance of any covenants, payments, provisions or conditions of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant, payment, provision, condition or option.

22. Hazardous Materials.

22.1 Hazardous Materials. Tenant shall not use, handle, generate, treat, store or dispose of, or permit the use, handling, generation, treatment, storage or disposal of any Hazardous Materials (as hereinafter defined) in, on, under, around or above the Premises now or at any future time, except in accordance with the terms of this Lease. The term "**Hazardous Materials**," when used herein, shall include, but shall not be limited to, any substances, materials or wastes that are regulated by any local governmental authority, the State of Florida, or the United States of America because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including above or underground storage tanks, flammables, explosives, radioactive materials, petroleum and petroleum products, asbestos, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides and toxic or hazardous substances or materials of any kind, including substances now or hereafter defined as "**hazardous substances**," "**hazardous materials**," "**toxic substances**," or "**hazardous wastes**" in the following statutes, as amended: the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, et seq., "**CERCLA**"); the Hazardous Materials Transportation Act (49 U.S.C. §1801, et seq., "**HMTA**"); the Toxic Substances

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Control Act (15 U.S.C. §2601, et seq., "TSCA"); the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq., "RCRA"); the Clean Air Act (42 U.S.C. §7401 et seq., "CAA"); the Clean Water Act (33 U.S.C. §1251, et seq., "CWA"); the Rivers and Harbors Act, (33 U.S.C. §401 et seq., "RHA"); the Emergency Planning and Community Right-to-Know Act of 1986 (41 U.S.C. §11001 et seq., "EPCRA"), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136 to 136y, "FIFRA"); the Oil Pollution Act of 1990 (33 U.S.C. § 2701 et seq., "OPA"); and the Occupational Safety and Health Act (29 U.S.C. §651 et seq., "OSHA"); and in the regulations promulgated pursuant thereto, and any other applicable federal, state or local law, code, rule, regulation, policy or ordinance, presently in effect or hereafter enacted, promulgated or implemented, or any other applicable governmental regulation imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substances, waste or material, now or hereafter in effect (collectively, "**Environmental Laws**"). For the purposes of this Section, Tenant shall include Tenant and its officers, employees, agents, representatives and invitees.

22.2 Remediation. If the presence, release, threat of release, placement on or in the Premises of any Hazardous Materials is caused by the act or omissions of Tenant, or the generation, transportation, storage, treatment, or disposal of any Hazardous Materials at the Premises is caused by the acts or omissions of Tenant, and such event gives rise to liability (including a response action, remedial action, or removal action) on the part of Tenant or Landlord, or Landlord's successors and assigns, under any Environmental Laws or common law theory, Tenant shall promptly take any and all remedial and removal action, as required by regulatory authorities under applicable Environmental Laws or court order, or as consistent with clean-up requirements established under any applicable voluntary clean-up program, which do not unreasonably impair the future use of the Premises.

23. Miscellaneous.

23.1 Custom and Usage. Notwithstanding any law, usage or custom to the contrary, Landlord may enforce each and every of the terms, provisions, covenants, agreements, undertakings, and conditions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Landlord in refraining from so doing at any time or times.

23.2 Waiver. Landlord's waiver of any breach of any term, provision, covenant, agreement, undertaking, or condition contained in this Lease shall absolutely not be deemed to be a continuing waiver of any such or of any subsequent breach of the same or any other like or differing term, provision, covenant, agreement, undertaking, or condition contained in this Lease. Landlord's subsequent acceptance of rent hereunder shall not be deemed to be a waiver of any preceding breach by Tenant of any term, provision, covenant, agreement, undertaking, or condition of this Lease other than the failure of Tenant to pay the particular rent so accepted, regardless absolutely of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. Landlord does not waive any term, provision, covenant, agreement, undertaking, or condition of this Lease unless such waiver is in writing and signed by Landlord.

23.3 Surrender. Tenant shall, upon expiration or termination of this Lease, whether by lapse of time or otherwise, peaceably to surrender to Landlord the Premises in broom clean condition, in good working order and repair and as otherwise required by the terms of this Lease. If Tenant fails to surrender the Premises in the manner required by the previous sentence upon the expiration or termination of this Lease, Landlord, in addition to all other available remedies, may increase the then-current Base Rent by two hundred percent (200%) as liquidated damages for the time Tenant shall so retain possession of the Premises or any part or portion thereof. All such rents shall be payable monthly in advance.

23.4 Tenant at Sufferance. If Tenant remains in possession of the Premises following the Term with Landlord's consent but without a new lease reduced to writing and fully executed, Tenant shall be deemed to be occupying the Premises as a tenant at sufferance from month to month, subject otherwise to all terms, provisions, covenants, agreements, undertakings, and conditions of this Lease.

23.5 Additional Construction. Landlord hereby reserves the right at any time and from time to time to make replacements, alterations or additions to, and to build additional partial or complete stories on the Building and to build adjoining the same.

23.6 Condemnation. Tenant hereby waives any claim of loss or damage to Tenant or right or claim to any part of the award as the result of the exercise of the power of eminent domain of any governmental body, whether such loss or damage results from condemnation of all or any portion of the Premises or all or any portion of the Common Facilities, including any parking areas, entrances or exits of the Building or any portion thereof. Should any power of eminent domain be exercised after Tenant is in possession, such exercise shall not void or impair this Lease unless and until the Building shall be substantially demolished, and upon the happening of such event of demolition the rentals herein provided shall proportionately abate. In the event of a partial taking or condemnation that shall render the Premises clearly unsuitable for the business of the Tenant, the Term shall cease and terminate as of the date of possession being required by the condemning authority, and Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired Term or otherwise.

23.7 Liability Limitation. Notwithstanding any provision contained in this Lease or elsewhere now or hereafter to the contrary, Tenant shall look solely and only to Landlord's interest in this leasehold (or sublease hold, if applicable) estate in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease on the part of the Landlord to be performed or observed; and no other assets whatsoever of Landlord shall be subject to liability, levy, execution, or other judicial process or award for the satisfaction of Tenant's claim(s) of any kind or sort whatsoever. In the event of a sale or conveyance by Landlord of the Building or a foreclosure by any

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creditor of Landlord, the same shall operate to release Landlord from any liability upon any of the covenants or conditions, express or implied, herein contained in favor of Tenant, to the extent required to be performed after the passing of title to Landlord's successor-in-interest.

23.8 Notice. Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall not be deemed to have been duly given or served unless in writing and either personally delivered or forwarded by Certified Mail, Return Receipt Requested, postage prepaid, addressed to Landlord or Tenant as the case may be, at the addresses respectively provided on the FACE PAGE hereof. Either party serving notices as above provided may change such addresses from time to time. Landlord shall always be entitled to deliver a notice to Tenant at the Premises.

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

23.10 Successors and Assigns. All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, permitted sub lessees and permitted assigns of said parties, subject to the provisions of **Section 18**; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein; and the word "**Tenant**" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by terms of this Lease may be given by or to any one thereof, and the same shall have the same force and effect as if given by or to all thereof. No rights, however, shall inure to the benefit of any assignee of Tenant unless Landlord has specifically approved the assignment to such assignee in writing as set forth elsewhere herein.

23.11 Quiet Enjoyment. Upon payment by the Tenant of the rent herein provided, and upon the observance by Tenant of each and every of the terms, provisions, covenants, agreements, undertakings, and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to each and every of the terms, provisions, covenants, agreements, undertakings and conditions of this Lease.

23.12 Force Majeure. Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Landlord's reasonable control which shall include all labor disputes, civil commotion, civil disorder, riot, civil disturbance, war, war like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations, orders, moratoriums, or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God.

23.13 Scope and Interpretation of the Agreement. This Lease is the only agreement between the parties pertaining to the Premises. All negotiations and oral agreements acceptable to both parties are included herein. There are no verbal understandings not contained herein. This Lease constitutes the final written expression of all terms of Landlord's and Tenant's agreements and is a complete and exclusive statement of those terms, and any and all representations, promises, warranties or statements by Landlord or Landlord's agent that differ in any way from the terms of these written agreements, shall be given no force or effect. The laws of the State of Florida shall govern the validity, interpretation, performance and enforcement of this Lease. Neither this Lease nor any memorandum or synopsis hereof may be recorded. Any recording of this Lease caused by Tenant shall be null and void. The parties do not intend for any third party to be a beneficiary to this Lease except for Landlord's mortgagee(s) or other lender(s). The parties acknowledge that this Lease has been agreed to by both parties, that both Landlord and Tenant have consulted with attorneys with respect to the terms of this Lease and that no presumption shall be created against Landlord because Landlord drafted this Lease. Unless otherwise set forth herein, references in this Lease to any Section, Section, Exhibit or Schedule shall be a reference to a Section, Section, Exhibit or Schedule to this Lease. The term "including" is not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

23.14 Captions. Any headings preceding the text of the several paragraphs and subparagraphs hereof are inserted solely for the convenience of reference and shall not constitute a part of this Lease nor shall any of the same affect its meaning, construction, or effect.

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

23.16 Brokers. Landlord and Tenant hereby warrant and represent to the other that the party making said warranty and representation has not dealt with any broker, agent or finder in connection with this Lease.

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23.17 **Third Party Beneficiary.** This Lease is a contract between Landlord and Tenant and nothing herein is intended to create any third-party benefit.

23.18 **Time.** Time is of the essence regarding this Lease and all its provisions and the performance thereof.

23.19 **Non-Discrimination.** Tenant shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the Campus.

23.20 **Reporting Minority Business.** Tenant shall provide Landlord with all information relating to Tenant's use of certified minority business enterprise subcontractors upon the Premises during the term of this Lease.

23.21 **Public Entity Crime Affidavit.** Landlord shall provide Tenant with a sworn affidavit stating that Landlord nor Landlord's agents, servants and employees has never been convicted of a public entity crime as defined by § 287.133(1)(g), Florida Statutes.

23.22 **Mineral Rights.** This Ground Lease does not cover petroleum or petroleum products or minerals and does not give the right to the Tenant to drill for or develop the same.

[Signature page to follow]

AGENDA ITEM V1-H

JUN 25 2008

ENCLOSURE _____

IN WITNESS HEREOF, the parties have caused this Lease to be executed on their behalf as of the Lease Date.

Witnesses as to Landlord:

Print Name: _____

Print Name: _____

Landlord:

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COMMUNITY
COLLEGE, FLORIDA NSU LEASING, LLC

By: _____

Name: _____

Title: _____

Witnesses as to Tenant:

Print Name: _____

Print Name: _____

Tenant:

THE ASSOCIATION FOR THE ADVANCEMENT OF INTERNATIONAL
EDUCATION

By: _____

Name: _____

Title: _____

AGENDA ITEM VI-H

JUN 25 2008

ENCLOSURE _____

EXHIBIT A - PREMISES

[Description and Drawings]

AGENDA ITEM VI-F1

JUN 25 2008

ENCLOSURE